



**GOSHEN REDEVELOPMENT COMMISSION  
AGENDA FOR THE REGULAR MEETING OF November 12, 2019**

The Goshen Redevelopment Commission will meet on November 12, 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 – 1213 & 1215 Hickory Street  
Third and Madison Street Properties**

**4. PRESENTATION -**

**Jason Semler, Baker Tilly** – Annual presentation of information for the governing bodies of all taxing units within an allocated area.

- a. The Commission's budget with respect to allocated property tax proceeds.
- b. The long term plans for the allocation area.
- c. The impact on each of the taxing units.

**5. OLD BUSINESS**

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

**6. NEW BUSINESS**

Resolution 64-2019 – Ratify Execution of Agreement with TecServ Environmental, Inc. for Asbestos Assessment for Eight (8) Structures on East Lincoln Avenue

Resolution 65-2019 – Authorize Execution of Contract Amendment with Stiver Lawn Care for 2019 Mowing

Resolution 66-2019 – Approval of Amendment to Agreement for the Lease and Development of Real Estate

Resolution 67-2019 - Approve Execution of Change Order No. 6 with Rieth Riley Construction for Kercher Road Reconstruction Phase 1

Resolution 68-2019 – Approve Execution of Change Order No. 3 for Northwest Bike Trail

Resolution 69-2019 – Approve Request to Execute a Contract with Quality Excavating, Inc. for the Temporary Lot Removal in the 400 Block of South Third Street

**7. DISCUSSION – Committee for 5 Year Capital Plan  
2020 Meeting Dates**

**8. UPDATE – Kercher Road Traffic – Leslie Biek**

**9. APPROVAL OF REGISTER OF CLAIMS**

**10. MONTHLY REDEVELOPMENT STAFF REPORT**

**11. 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.

**12. ANNOUNCEMENTS**

Next Regular Meeting – December 10, 2019 at 3:00 p.m.

# **GOSHEN REDEVELOPMENT COMMISSION**

## **Minutes for the Regular Meeting of October 8, 2019**

The Goshen Redevelopment Commission met in a regular meeting 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.

### **CALL TO ORDER/ROLL CALL**

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

Present: Brian Garber, Andrea Johnson, Thomas Stump, and Bradd Weddell

Absent: Vince Turner

### **APPROVAL OF MINUTES**

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve the minutes of the September 10, 2019 regular meeting. The motion was adopted unanimously.

### **OPEN PROPOSALS** - 621 ½ South Third Street

(1:11) President Thomas Stump opened the proposal. Received from Emily Moore, 619 3<sup>rd</sup> Street. Full price offer of \$36,000.

### **NEW BUSINESS**

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

(2:21) Larry Barks, City Attorney, stated that this is for payment to the tenants for relocation expenses. This property is being acquired as part of the Lincoln Avenue project.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve Resolution 53-2019. The motion was adopted unanimously.

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

(4:14) Larry Barks, City Attorney, stated that this is also being acquired as part of the Lincoln Avenue project. The owner has accepted the proposal. No tenant relocation.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 58-2019. The motion was adopted unanimously.

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

(5:50) Larry Barks, City Attorney, stated that when the proposal was opened it was thought to be a full price offer and after review it was determined it was not. If the Commission determines it to be a full price offer then it can be accepted at this meeting and if it is determined not to be a full price offer, the offer can be modified and additional proposals will be accepted for 30 days. The 30 days will be before the next meeting.

(7:13) Commissioner Stump commented on the letter send by the Legal Department to Mr. Scharf and asked Mr. Scharf if he received it. Stated that Mr. Scharf has right to rework proposal and we also have the right to accept proposals for the next 30 days.

(7:54) Larry Barkes, City Attorney, commented that the proposal can stay the same and Mr. Scharf is under no obligation to change it.

(8:03) Commissioner Stump commented that the resolution is written both ways, either it is or is not a full price offer and commented that it is our legal counsel opinion that it is not a full price offer.

(8:47) Adam Scharf, Rethinking Buildings Goshen, spoke on what is a full price offer. This is not a full cash upfront offer and we did convey it as such. Thought we were submitting a full price offer consistent with purchase price, post negotiation, final contract for developers in the immediate vicinity and the immediate recent past and if that is not the definition of purchase price and there is statutory control up front and full purchase price has to be 100% in cash up front and do not represent it at such. Final development agreements have been not totally dissimilar to the kind of this things proposed up front.

(10:19) Larry Barkes, City Attorney, clarified that if you were to make exact same proposal after the additional 30 days , this commission could accept it. Which has been done in the past.

(10:54) Adam Scharf, commented about what is purchase price and some of the context here were it gets delayed there are leases, some later transfers and that has been typical of similar projects in the past.

(11:27) Larry Barkes, City Attorney, commented that Mr. Scharf has the option to make modifications so not at a disadvantage because his proposal has already been seen.

(11:43) Adam Scharf, commented that if we had not believed we were not making a full price offer, we would not put our development plans out there for potential competitor to get a look at. One item in the wording of the resolution, the second whereas statement, as proposed to you it says that Rethinking Buildings is to receive immediate possession of the homes in order to renovate and bring structures up to city code and to make clear that part of what we believe our proposal is bringing is value and it is not without risks, without capital up front and transfer of title would be contingent upon our investment and successful completion of the project not simply just immediate possession. Just to make it clear that the transfer of title is not the same thing as immediate possession.

(13:00) Larry Barkes disagreed with Adams comment and if what he is suggesting that we immediate transfer title, it is not immediate possession without specific language to the contrary. Now you can transfer title and withhold possession there is no reason you can't do that. Don't recall that in the proposal. Not impossible to do.

(14:07) Lynn Garber, Preserve Goshen, asked if the commission would look more favorable at the proposal if there was earnest money provided?

(14:46) Larry Barkes, City Attorney, answered no and stated the reason was because the proposal never guarantees the full amount of \$237,000 and explain what was required per statue.

(15:25) Commissioner Stump stated that the question is, is this or is this not a full price offer and our council has written a letter that in their opinion it is not a full price offer. We are not rejecting the proposal just that we are not going to act on for another 30 days.

(15:60) Commissioner Garber Brain stated that it is not a full price offer

(16:10) Commissioner Johnson stated it did not meet definition of full price offer

(16:32) Larry Barkes, City Attorney, commented to make sure everybody is clear, Adam has no obligation to resubmit it and the same proposal can move forward even if not resubmitted.

(16:48) Adam Scharf asked if he had the option to rescind it and Larry Barkes answered yes.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to amend the resolution to insert the word IS NOT where there is a choice given and seconded by Commissioner Garber.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 59-2019 as amended. The motion was adopted unanimously.

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

(18:51) Commissioner Stump stated that this resolution is being tabled since there are not enough people to vote on it since Commissioner Garber has abstained because it affects him.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to table Resolution 60-2019.

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

(19:36) Becky Hutsell, Redevelopment Project Manager, requested permission to enter into an agreement with TecServ Environmental for asbestos assessment for 8 properties that are being acquired for the road widening project. Federal regulations require that any time you demo 4 or more homes as part of a project you have to complete asbestos assessment and provide documentation to the state prior to demolition accruing. Cost for lump sum items is \$5100 with an allowance for up to 15 point counting samples. The contract not to exceed price is \$7125.00. Begin the assessments the week of October 21 with the final report due to the city by November 6, 2019.

21:25 Commissioner Stump stated that Commissioner Garber owns one of the home that will be assessed and Larry Barkes commented that he is effected like everyone else and is ok for Commissioner Garber to vote on it.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 61-2019. The motion was adopted unanimously.

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

(22:55) Leslie Biek, Traffic Engineer, explained that Change Order No. 2 is for Phase 2 from Dierdorff to US 33 for time extension due to Comcast delay of 18 days. This is no cost change order. Changes the completion date of Phase 2 from September 27 to October 15.



A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve Resolution 62-2019. The motion was adopted unanimously.

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

(24:04) Leslie Biek, Traffic Engineer, stated that Niblock has requested the time extension for the concrete work, which includes sidewalk, curb and curb ramps, which has a deadline of October 15<sup>th</sup>. Niblock stated they did not have concrete crews available. Typically the unavailability of crews is not a reason for time extension but they have guaranteed to start work the week of October 14<sup>th</sup> with a completion date of November 1<sup>st</sup>. If the concrete work is not completed by November 1<sup>st</sup>, liquidated damages revert to the October 15<sup>th</sup> date.

(25:46) Dustin Sailor, Director of Public Works, commented that this project is being funded by the Redevelopment Commission and Civil City and the Board of Works has approved the time extension.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 63-2019. The motion was adopted unanimously.

**APPROVAL OF REGISTER OF CLAIMS**

(26:25) Commissioner Stump stated there is an additional claim of \$460.00 for Stiver Lawn Care that was not on last month's register.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to amend the September register of claim to add the \$460.00 claim for Stiver Lawn Care. The motion was adopted unanimously.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve the register of claims for \$733,725.35. The motion was adopted unanimously.

**MONTHLY REDEVELOPMENT STAFF REPORT**

Community Development Director Mark Brinson commented that the 9<sup>th</sup> Street Multi-Use Trail project is about completed and will soon be off the list.

**OPEN FORUM**

(28:40) Everett Thomas, Goshen Theater Board of Directors and President of the Goshen Theater, thanked commission for their investment in the theater. Invited commission member to take tour of theater after the meeting.

(29:25) Adam Scharf, District 5 Representative, commented on significant and positive projects in his district and talked about the mazes at the railroad tracks and the concerns regarding them.

(32:30) Leslie Biek, Traffic Engineer, explained the mazes were installed as designed in preparation for the quiet zone. If there are unprotected crossings the Federal Railroad Administration will want to see improvements to improve safety for pedestrians and cyclists. The project is not closed and we can look at safety improvements and it would be outside of the contract.

(34:00) Commissioner Stump asked Ms. Biek is this would still qualify for the quiet zone and she replied that we would still do the quiet zone but have to see if other options or modify but the mazes are standard for railroad crossings at least in Indiana. Haven't considered any other options at this point.

(34:45) Dustin Sailor, Director of Public Works, commented that nothing can be done until the project is closed with INDOT and it becomes our project. Explained that if something other than mazes are done then would have to go back thru the point process and reevaluated for the quiet zone. Talked tiny arm crossings at Purl Street.

(36:38) Discussion about the quiet zone.

**ANNOUNCEMENTS**

It was announced that the next regular meeting is scheduled for November 12, 2019 at 3:00 p.m.

**ADJOURNMENT**

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

The regular meeting was adjourned at 3:40 p.m.

**APPROVED** on November 12, 2019.

**GOSHEN REDEVELOPMENT COMMISSION**

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Thomas W. Stump, President

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Andrea Johnson, Secretary

## **REQUEST FOR PROPOSALS TO PURCHASE**

The City of Goshen, through its Redevelopment Commission (Redevelopment) is requesting proposals to purchase 1215 Hickory Street, Goshen, Indiana (Hickory Street Real Estate).

### **REAL ESTATE TO BE PURCHASED**

- A. The Hickory Street Real Estate is depicted on the map attached to this Request for Proposals as Exhibit A. The legal description for the Hickory Street Real Estate is as follows:

Lot Number Seven (7) and Lot Number Eight (8) in Baker's Second Addition to the City of Goshen, Indiana. More commonly known as 1215 Hickory Street, Goshen, Indiana 46526.

Parcel Numbers 20-11-08-430-005.000-015 and 20-11-08-430-006.000-015.

- B. The Hickory Street Real Estate is two adjacent vacant lots in a residential area. One of the lots is located at the northeast corner of the intersection of Winter Avenue and Hickory Street.

### **SUBMISSION OF PROPOSAL**

- A. Any proposal to purchase the Hickory Street Real Estate shall be submitted to Mark Brinson, Goshen City Community Development Director, 204 East Jefferson Street, Goshen, Indiana 46528, no later than 12:00 p.m. on November 12, 2019 Mark Brinson may be contacted to answer any questions. Any oral communication will be considered unofficial and non-binding.
- B. The proposal shall address all issues contained in the Request for Proposals. Any exceptions to the terms of the Request for Proposals should be clearly noted. The proposal shall be submitted in a sealed envelope clearly marked as a Hickory Street Real Estate Proposal. The proposal shall contain the name, address and telephone number of the person or entity submitting the proposal.
- C. Redevelopment reserves the right to waive informalities or irregularities in the selection process. This Request for Proposals does not commit Redevelopment to sell the real estate. Redevelopment reserves the right to accept or reject any or all proposals received, to negotiate with qualified persons or entities who submit a proposal, or to cancel the Request. Redevelopment may require a person or entity submitting a proposal to submit any additional data or information Redevelopment deems necessary.

- D. Redevelopment may also require a person or entity submitting a proposal to revise one or more elements of its proposal in accordance with contract negotiations. Redevelopment reserves the right to evaluate proposals for a period of sixty (60) days before deciding which proposal, if any, to accept. The terms of any proposal shall be maintained through the evaluation period.

## **TERMS AND CONDITIONS TO BE ADDRESSED OR ACCEPTED BY PROPOSAL**

### CONDITION OF PREMISES

- A. The proposal to purchase is to purchase the Hickory Street Real Estate in its present condition, AS IS, and without any warranty of habitability.
- B. The proposal should describe any structural improvements that Proposer will commit to make to the premises. All improvements will be at Proposer's expense.
- C. There is water and sewer available for 1215 Hickory, however there may be issues with water and sewer if the adjacent lot is developed separately.

### USE OF PREMISES

- A. The Hickory Street Real Estate must be used in conformity with all applicable laws and regulations of any government entity or public authority.
- B. The Hickory Street Real Estate must be used in a manner that would not be reasonably offensive to the owners or users of adjoining real estate or would tend to create a nuisance.
- C. Proposer may seek a use variance or rezoning to permit additional uses of the Hickory Street Real Estate. A proposal may be conditioned on receiving the variance or rezoning.

### CONDITIONS OF SALE

- A. Purchase Price

The purchase price shall be tendered in cash or in other functionally equivalent form at the closing.

- B. Improvements

The proposal should describe any improvements that Purchaser will commit to making within twelve (12) months of the closing.

C. Payments

Appraisals of the Hickory Street Real Estate were conducted at Redevelopment's request. Based on those appraisals, Redevelopment has determined that the fair market value of the Hickory Street Real Estate is Thirty-Four Thousand Dollars (\$34,000.00). If the highest proposal to purchase is less than the fair market value listed above, the Redevelopment Commission will give at least an additional thirty (30) days to permit other parties an opportunity to submit proposals before an agreement to purchase the Hickory Street Real Estate can be executed at a price below the market value noted above.

D. Proposals Submitted by a Trust

Any proposal submitted by a trust must identify each beneficiary of the trust and whether the settler is empowered to revoke or modify the trust.

E. Agreement

The entity submitting the selected proposal will be required to enter into a purchase agreement incorporating the terms of this Request for Proposals, the terms included in the successful proposal and other provisions negotiated by Redevelopment and the entity submitting the proposal.

F. Risk of Loss

Purchaser shall be responsible for loss to the real estate beginning on the date of closing.

### **SELECTION PROCESS AND SCHEDULE**

A. The proposals will be opened by the Goshen Redevelopment Commission at the Commission's meeting on November 12, 2019 at 3:00 p.m. in the Goshen City Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

B. Redevelopment reserves the right to refer the proposals received to Mark Brinson, Community Development Director, and such other Redevelopment staff as Redevelopment deems appropriate to review the proposals and make a recommendation to the Redevelopment Commission.

1. Redevelopment reserves the right to interview the parties submitting proposals or request the parties submitting proposals to provide supplemental information.

2. Redevelopment reserves the right to request financial statements for the person or entity submitting the proposal specific enough to demonstrate the person or entity's financial capability to fulfill the financial obligations of the proposal.

- C. Redevelopment reserves the right to accept or reject any or all proposals. If Redevelopment selects a proposal, it will select the highest and best proposal. Redevelopment will then enter into negotiations for a purchase agreement with the entity offering the highest and best proposal.
- D. In determining which proposal is the highest and best proposal, Redevelopment will consider the following:
  - 1. The character of the improvements proposed to be made by Purchaser within twelve (12) months of the closing.
  - 2. The plans and financial ability of Purchaser to improve the real estate with reasonable promptness.
  - 3. Purchaser's proposed purchase price.
  - 4. Whether Purchaser is a trust which did not identify all its beneficiaries and whether the settler is empowered to revoke or modify the trust.
  - 5. Whether the proposed use of the real estate will serve the interest of the community.
- E. In the event no proposal is received by November 12, 2019 that equal or exceed Thirty-Four Thousand Dollars (\$34,000.00) Redevelopment may select a proposal offering less than Thirty-Four Thousand Dollars (\$34,000.00), but only after Redevelopment accepts additional proposals until Monday, December 16, 2019 at 12:00 p.m. (noon). Any proposal submitted after November 12, 2019 will be opened by Goshen Board of Public Works and Safety at the December 16, 2019 2:00 p.m. meeting in the Police and Court Building located at 111 E. Jefferson Street, Goshen, Indiana. Any proposal received by the Board of Works will be forwarded to the Redevelopment Commission's staff for consideration and review by the Redevelopment Commission. After accepting proposals for the additional period, Redevelopment may select the highest and best proposal using the criteria set forth in this Request for Proposals with no minimum price.

## **INSTRUCTIONS FOR SUBMITTING PROPOSALS**

### **REQUESTS FOR CLARIFICATIONS AND ADDENDA**

- A. Entities intending to submit proposals who have questions should contact Mark Brinson, Community Development Director.
- B. All requests for clarification to this solicitation must be received at least one (1) week before the opening date for proposals to allow for the issuance of any addendums determined by Redevelopment to be necessary. A Proposer shall rely only on written addenda issued by Mark Brinson, Community Development Director. Requests shall be made in writing and may be directed to:

Mark Brinson, Community Development Director  
City of Goshen Redevelopment Commission  
204 East Jefferson Street, Suite 6  
Goshen, Indiana 46528  
Telephone: (574) 537-3824  
E-Mail: [markbrinson@goshencity.com](mailto:markbrinson@goshencity.com)

- C. Interpretations or clarifications determined necessary by Redevelopment will be issued by addenda mailed, faxed or otherwise delivered to all parties recorded by Redevelopment as having received the proposal documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## TRUSTS

In accordance with Indiana Code 36-7-14-22, a proposal submitted by a trust (as defined by Indiana Code 30-4-1-1) must identify the beneficiary of the trust and indicate whether the settlor is empowered to revoke or modify the trust.

## PREPARATION AND SUBMISSION OF PROPOSALS

- A. Each proposal must include all of the following requested information:
1. A cover letter signed by a person authorized to submit and sign the proposal. The cover letter shall include the following:
    - a. The person or entity's name, address, and telephone number;
    - b. The name of the person authorized to submit/sign the proposal, his/her title, telephone number and e-mail address;
    - c. The person or entity's Federal ID number or last four digits of the social security number.
  2. A conceptual explanation of proposed improvements including a plan with as much detail as possible.
  3. Each proposal shall provide an estimate of the cost that will be incurred to make the proposed improvements.

B. Submission of Proposal

1. All proposals shall be submitted in a sealed envelope. The envelope must be labeled with the submitting person or entity's name and address; and be clearly marked as a Proposal to Purchase the Hickory Street Real Estate.
2. If a proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of the outer envelope.
3. Proposals shall be filed with Mr. Mark Brinson, Community Development Director, City of Goshen Redevelopment Commission, 204 East Jefferson Street, Suite 6, Goshen, Indiana 46528.
4. All proposals submitted become the property of the City and are a matter of public record.
5. Any entity wishing to make a proposal must submit their sealed, written proposal no later than Tuesday, November 12, 2019 by 12:00 p.m. local Goshen time to Mark Brinson.
6. The City of Goshen is not responsible for late or lost proposals due to mail service inadequacies, traffic or other similar reasons. Proposals received after the designated time will not be considered in the selection process unless no proposal is received offering to purchase the real estate for Thirty-Four Thousand Dollars (\$34,000.00) or more.
7. The City reserves the right to accept or reject any or all proposals and to waive informalities or irregularities in the selection process.

C. Withdrawal or Modification of Proposals.

Any modifications made to a proposal before submission must be initialed in ink by the submitting entity's authorized representative. A submitting entity may, upon written request, modify or withdraw their proposal at any time prior to the opening date and time. A request to modify or withdraw a proposal must be signed by the same person who signed the original proposal submitted. No proposal may be modified or withdrawn after the opening of the proposals.

D. Opening of Proposals

1. The proposals received will be opened in public by the Redevelopment Commission at the Redevelopment Commission meeting on November 12, 2019 at 3:00 p.m. in the City Courtroom / Council Chambers located at 111 East Jefferson Street, Goshen, Indiana.



2. Redevelopment may not accept a bid from a person who owes delinquent taxes, special assessments, penalties, interest or costs directly attributable to a prior tax sale or to an agent of such a person.

## **GENERAL TERMS AND CONDITIONS**

### **A. CONFLICT OF INTEREST / NON-COLLUSION**

1. All submitting entities must certify that the entity has not entered into a combination or agreement relative to the price to be proposed nor taken any action to prevent a person from submitting a proposal; or to induce a person to refrain from submitting a proposal. The submitting entity's proposal is made without reference to any other proposal unless specifically so indicated.
2. All submitting entities certify that they are not in a situation where the submitting entity's private interest would interfere with its loyalty or responsibilities to the City of Goshen or raise questions about such interference. The submitting entity agrees not to accept work, enter into a contract, accept an obligation or engage in any activity, paid or unpaid, that is inconsistent or incompatible with the submitting entity's obligations, or the scope of services to be rendered to the Redevelopment Commission. The submitting entity shall warrant that, to the best of their knowledge, there is no other contract or duty on the submitting entity's part that conflicts with or is inconsistent with the services sought to be provided to the Redevelopment Commission.
3. The submitting entity if selected must sign and have notarized the Conflict of Interest / Non-Collusion Affidavit.

### **B. APPLICABLE LAWS**

Any contract resulting from a proposal submitted will be construed in accordance with and governed by the laws of the State of Indiana.

### **C. COSTS FOR SUBMITTING PROPOSAL**

Redevelopment will not be liable for any costs incurred by the respondents in replying to this Request for Proposals. Redevelopment is not liable for any costs for work or services performed by the selected Proposer prior to the award of a contract.

### **D. AUTHORITY TO BIND SUBMITTING ENTITY**

The signatory for the entity submitting a proposal represents that he or she has been duly authorized to execute the proposal documents on behalf of the submitting entity and has

obtained all necessary or applicable approvals to make this submission on behalf of entity before affixing his or her signature to the proposal.

**Exhibit A**



1215 Hickory 2<sup>nd</sup> Hickory Street Parcel

## **REQUEST FOR PROPOSALS TO PURCHASE REAL ESTATE**

The Goshen Redevelopment Commission (hereinafter referred to as “Redevelopment”) is requesting proposals to purchase the real estate commonly referred to as 401, 405, 409 and 411 S. Third Street and 204 W. Madison Street, Goshen, Indiana.

### ***Real Estate and Structure to be Purchased***

401 S. Third Street, Goshen, Indiana includes a house and 204 W. Madison Street includes a house. The exterior photos of the houses on 401 S. Third Street and 204 W. Madison Street are attached to this Request for Proposal as Exhibit A and Exhibit B. The real estate parcels for sale are shown as Parcel 1, 2, 3, 4 and 5 on the map attached to this Request for Proposal as Exhibit C. 401 S. Third Street is parcel 4 on Exhibit C and 204 W. Madison is parcel 5 on Exhibit. 409 S. Third Street is parcel 2 on Exhibit C and the house shown on that parcel in Exhibit C has been demolished. The legal descriptions for the real estate to be purchased are attached as Exhibit D, E, F, G, and H.

Redevelopment will consider proposals to purchase all five (5) parcels, any one (1) of the parcels, or any combination of parcels.

A proposal must describe in some detail the intended use of each parcel. The sale of any parcel will be conditional upon the development of the parcel in accordance with the development plan described in the proposal.

A proposal may be conditional upon the City of Goshen granting specific itemized zoning variances, rezoning, or PUD approval.

The houses at 401 S. Third Street and 204 W. Madison Street are not suitable for occupancy in their present condition. A proposal to purchase the real estate may propose demolition of the existing houses. Any proposed rehabilitation of either of the existing houses must agree to promptly repair the items listed in Exhibit I for 401 S. Third Street and Exhibit J for 204 W. Madison Street. The proposal should also describe other repairs and modifications that the party making the proposal will commit to as part of the purchase of either house. A time line to make the required repairs and other repairs and modifications must be included in the proposal and will be incorporated into the purchase agreement.

### ***Submission of Proposal***

Any proposal to purchase any or all of the parcels of real estate shall be submitted to Mark Brinson, Community Development Director at 204 East Jefferson Street, Suite 6 Goshen, Indiana 46528-3405, no later than 12:00 p.m. (noon) on November 12, 2019.

The proposal shall address all issues contained in the Request for Proposals. Any exceptions to the terms of the Request for Proposals should be clearly noted. The

proposal shall be submitted in a sealed envelope clearly marked as a Proposal to Purchase the South Third Street Real Estate. The proposal shall contain the name, address and telephone number of the person or entity submitting the proposal.

Redevelopment reserves the right to waive any informalities or irregularities in the selection process. Mark Brinson may be contacted to answer any questions; however, any oral communication will be considered unofficial and non-binding.

This Request for Proposals does not commit Redevelopment to sell the real estate. Redevelopment reserves the right to accept or reject any or all proposals received, to negotiate with qualified persons or entities who submit a proposal, or to cancel the Request. Redevelopment may require a person or entity submitting a proposal to submit any additional data or information Redevelopment deems necessary.

Redevelopment may request a person or entity submitting a proposal to revise one (1) or more elements of its proposal in accordance with contract negotiations. Redevelopment reserves the right to evaluate proposals for a period of sixty (60) days before deciding which proposal, if any, to accept. The terms offered in any proposals shall be maintained through the evaluation period.

In determining the highest and best proposal, Redevelopment will consider the following factors:

1. The experience, the financial capacity and the organizational capacity of the entity submitting the proposal to successfully plan, construct and complete the proposed development.
2. The overall quality of the submission and the extent to which the proposed development is compatible with the existing neighborhood and proposed new development.
3. The market and financial feasibility of the proposal, including the entity's ability to make the proposed improvements with reasonable promptness.
4. The proposed completion date for the project.
5. The size and character of the improvements proposed to be made by the entity submitting the proposal.
6. The effect of the development on traffic in the area.
7. The extent to which the proposed development incorporates elements of sustainable development.
8. Whether adequate parking for the development is included in the plan.
9. The proposed purchase price to be paid to Redevelopment.
10. Whether the entity submitting the proposal is a trust and whether the submission identifies the beneficiary of the trust and whether the settlor is empowered to revoke or modify the trust.

11. Whether the proposal is to purchase and develop all or part of the parcels offered for sale.
12. The extent to which the proposal contains requests for public investment or incentives.
13. The extent to which the proposed development enhances the tax base.
14. Whether the proposed development will be commenced in 2020 or before and completed by the end of 2021.
15. The nature of any variance requested.
16. Other conditions attached to the proposal.

Redevelopment is offering the properties for bid. Redevelopment may select the highest and best proposal using the criteria set forth in this Request for Proposals with no minimum price. Any proposal shall be submitted to Mark Brinson, Community Development Director at 204 East Jefferson Street, Suite 6 Goshen, Indiana 46528-3405, no later than 12:00 p.m. (noon) on Tuesday, November 12, 2019 to be opened at 3:00 p.m. on November 12, 2019 at the Redevelopment Commission Meeting. Entities submitting proposals may be asked to respond to additional questions. Redevelopment staff will make a recommendation to the Commission as to which proposal, if any, should be selected. Redevelopment may select a proposal after considering the staff recommendation and the criteria described in this proposal.

A development agreement will be negotiated by Redevelopment's staff and the entity submitting the selected proposal once Redevelopment selects a proposal. The negotiated agreement will be presented to Redevelopment for approval.

### ***Obligations of Entity Submitting a Proposal***

The entity submitting the selected proposal must agree to each of the following:

1. The proposed development will be constructed in compliance with all Indiana Building Codes, City of Goshen Ordinances, Policies, and Standards, including Zoning Ordinances, Subdivision Standards, Landscaping Ordinances, Construction Site Stormwater Runoff Control Ordinances and Post Construction Stormwater Management Ordinances.
2. The parcels may not be used in a manner that would be reasonably offensive to the owners or users of neighboring real estate or would tend to create a nuisance.
3. Construct any needed water building lines, sewer building lines and storm water facilities for each structure on the real estate parcels purchased.
4. The entity submitting the selected proposal will be required to enter into a purchase agreement incorporating the terms in the Request for Proposals, the terms included in the successful proposal and other provisions

- negotiated by Redevelopment's staff and the entity submitting the proposal.
5. Any entity submitting a proposal may condition the proposal upon receiving a variances or a re-zoning as described in the proposal.
  6. Dedicate additional right of way, if required, to meet applicable street set back requirements.
  7. Construct sidewalks built to City specifications adjacent to all dedicated public streets.

The real estate parcels including any structures or improvements are purchased AS IS without any warranty of habitability.

Any expense incurred by the entity submitting the successful proposal to meet the above requirements will be paid by the entity submitting the proposal.

### ***Instructions for Submitting Proposals***

#### Requests for Clarifications and Addenda

1. Entities intending to submit proposals who have questions or are interested in touring the site should contact Mark Brinson, Community Development Director.
2. All requests for clarification to this solicitation must be received at least one (1) week before the opening date to allow for the issuance of any addendums determined by Redevelopment's staff to be necessary. A Proposer shall rely only on written addenda issued by Mark Brinson, Community Development Director. Requests shall be made in writing and may be directed to:

Mark Brinson, Community Development Director  
City of Goshen Redevelopment Commission  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528  
Telephone: (574) 537-3824  
E-Mail: [markbrinson@goshencity.com](mailto:markbrinson@goshencity.com)

3. Interpretations or clarifications determined necessary by Redevelopment staff will be issued by addenda mailed, e-mailed, faxed or otherwise delivered to all parties recorded by the Redevelopment staff as having received the proposal documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## Trusts

In accordance with Indiana Code 36-7-14-22, a proposal submitted by a trust (as defined by Indiana Code 30-4-1-1) must identify the beneficiary of the trust and indicate whether the settlor is empowered to revoke or modify the trust.

## Preparation and Submission of Proposals

An entity submitting a proposal must submit the following items:

1. Cover Letter.

A cover letter on the entity's company letterhead submitted and signed by a person authorized by the entity to submit and sign the proposal. The cover letter shall include the following:

- a) The entity's name, address, and telephone number;
- b) The name of the person authorized to submit/sign the proposal, his/her title, telephone number and e-mail address;
- c) The entity's Federal ID number; and
- d) The entity's State ID number.

2. Development Team.

A summary of the proposed development team that includes:

- a) Identity of members of the development team including planners, architects, engineers, general contractor and subcontractors.
- b) Biography of each member including their experience in developing similar projects.
- c) Description of the development team's green building, sustainable design and energy performance expertise.
- d) Whether the development team has or intends to form a corporation, a partnership, a joint venture or other type of business association to carry out the proposed development.

3. Financial Information.

A financial statement that is specific enough so that a proper determination can be made of the entity's financial capability to complete the project.

4. Project Proposal Conceptual Explanation.

A conceptual explanation of Project Proposal including:

- a) A plan with as much detail as possible, including land uses, building designs, building elevations and a description of how the development complements and interacts with the surrounding area.
- b) All structural improvements to be made to the parcels, existing structures and new structures to be constructed on the parcels.
- c) Project phasing indicating the conditions upon which construction phases would be based.
- d) A description of the components of the development plan that includes information about the building design, size, density and amenities.
- e) A project budget including estimated soft costs and construction expenses.

5. Schedule.

A proposed timeline for the redevelopment, including any conditions that must be met before the proposal can be commenced. The schedule should include:

- a) Time needed to obtain financing.
- b) Land use approvals.
- c) Design completion.
- d) Site preparation.
- e) Start and completion of construction.

6. Price.

Price to be paid for the purchase of the real estate..

7. Proposals.

- a) All proposals shall be submitted in a sealed envelope. No facsimile or email submission will be accepted. The envelope must be labeled with the submitting entity's name and address; and the words "Third Street / Madison Street Proposal".
- b) If a proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of the outer envelope.
- c) Proposals shall be filed with Mark Brinson, Community Development Director, City of Goshen Redevelopment



Commission, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528.

- d) Any entity wishing to make a proposal to purchase all or any of the parcels of the real estate offered for sale must submit their sealed, written proposal no later than Tuesday, November 12, 2019 at 12:00 p.m. local Goshen time.
- e) All proposals submitted become the property of the City and are a matter of public record.
- f) Commission is not responsible for late or lost proposals due to mail service inadequacies, traffic or other similar reasons. Proposals received after the designated time will not be considered in the selection process.
- g) Commission reserves the right to accept or reject any or all proposals and to waive informalities or irregularities in the selection process.
- h) Proposals shall be submitted as follows: At least one hard copy of any proposal must be submitted to Redevelopment by the entity submitting the proposal.
- i) Any modifications made to a proposal before submission must be initialed in ink by the submitting entity's authorized representative. A submitting entity may, upon written request, modify or withdraw their proposal at any time prior to the opening date and time. A request to modify or withdraw a proposal must be signed by the same person or persons who signed the original proposal submitted. No proposal may be modified or withdrawn after the opening of the proposal without the agreement of Redevelopment.

#### Opening of Proposals

The proposals received will be opened in public by Redevelopment at the Redevelopment Commission meeting on November 12, 2019 at 3:00 p.m. in the City Courtroom / Council Chambers located at 111 East Jefferson Street, Goshen, Indiana.

### ***General Terms and Conditions***

#### Conflict of Interest / Non-Collusion

- a) All submitting entities must certify that the entity has not entered into a combination or agreement relative to the price to be proposed nor has

taken any action to prevent or dissuade a person from submitting a proposal.

- b) The submitting entity's proposal is made without reference to any other proposal unless specifically indicated to the contrary.
- c) All submitting entities certify that they are not in a situation where the submitting entity's private interest would interfere with its loyalty or responsibilities to Redevelopment or raise questions about such interference. The submitting entity agrees not to accept work, enter into a contract, accept an obligation or engage in any activity, paid or unpaid, that is inconsistent or incompatible with the submitting entity's obligations, or the scope of services to be rendered to Redevelopment. The submitting entity shall warrant that, to the best of their knowledge, there is no other contract or duty on the submitting entity's part that conflicts with or is inconsistent with the services sought to be provided to Redevelopment.
- d) Before a proposal may be accepted, the entity must sign and have notarized the Conflict of Interest / Non-Collusion Affidavit.

#### Applicable Laws.

Any contract resulting from a proposal submitted will be construed in accordance with and governed by the laws of the State of Indiana.

#### Costs for Submitting Proposal

Redevelopment will not be liable for any costs incurred by the respondents in replying to this Request for Proposals. Redevelopment is not liable for any costs for work or services performed by the selected Proposer prior to the award of a contract.

#### Authority to Bind Submitting Entity.

The signatory for the entity submitting a proposal represents that he or she has been duly authorized to execute the proposal documents on behalf of the submitting entity and has obtained all necessary or applicable approvals to make this submission on behalf of entity when his or her signature is affixed to the proposal.

**EXHIBIT A**

**401 SOUTH THIRD STREET**



**EXHIBIT B**

**204 WEST MADISON STREET**





EXHIBIT C

401, 405, 409, and 411 SOUTH THIRD STREET  
204 WEST MADISON



## **EXHIBIT D**

### **401 SOUTH THIRD STREET**

Part of Lot Number 95 as the said Lot is known and designated on the recorded plat of J.H. Barnes Second South Addition to the town, now City of Goshen, Indiana; said plat being recorded in Deed Record 15, page 489 in the Office of the Recorder of Elkhart County, Indiana and more particularly described as follows:

Commencing at the Southeast corner of said Lot Number 95, being the point of beginning of this description; thence North along the East line of said Lot Number 95, a distance of 36.22 feet to an iron rebar with cap (DORIOT #890028); thence Westerly, a distance of 164.97 feet to an iron rebar with cap (DORIOT #890028) on the West line of said Lot Number 95; thence South along said West line, a distance of 36.50 feet to an iron rebar with cap (DORIOT #890028), being the Southwest corner of said Lot Number 95; thence East along the South line of said Lot Number 95, a distance of 164.97 feet to the point of beginning.

## **EXHIBIT E**

### **405 SOUTH THIRD STREET**

Lot Number Ninety-Six (96), excepting the South Six (6) feet thereof, as the said Lot is known and designated on the recorded plat of SECOND SOUTH ADDITION to the Town (now City) of Goshen; sad Plat being recorded in Deed Record 5, page 489, in the Office of the Recorded of Elkhart County, Indiana.

## **EXHIBIT F**

### **409 SOUTH THIRD STREET**

The South 6 feet of Lot Number 96 as the said Lot is known and designated on the recorded Plat of J.H. Barns Second South Addition to the Town, now City of Goshen, Indiana; said Plat being recorded in Deed Record 15, page 489 in the Office of the Recorder of Elkhart County, Indiana.

**ALSO:**

A part of Lot number 95 as the said Lot is known and designated on the recorded Plat of J.H. Barns Second South Addition to the Town, now City of Goshen, Indiana; said Plat being recorded in Deed Record 15, page 489 in the Office of the Recorder of Elkhart County, Indiana and more particularly described as follows:

Commencing at the Southeast corner of said Lot Number 95; thence North along the East line of said Lot Number 95, a distance of 36.22 feet to an iron rebar with cap (Doriot #890028) being the Point of Beginning of this description; thence North along said East line of Lot Number 95, a distance of 29.77 feet to the Northeast Corner of said Lot Number 95; thence west a distance of 164.97 feet to the Northwest Corner of said Lot Number 95; thence South along the West line, of said Lot Number 95 a distance of 29.50 feet to an iron rebar with cap (Doriot #890028); thence Easterly, a distance of 164.97 feet to the Point of Beginning.



## **EXHIBIT G**

### **411 SOUTH THIRD STREET**

A part of Lot 97 in Barnes Second South Addition to Goshen, Indiana, more particularly described as follows:

Commencing at an iron pipe marking the Northwest Comer of said Lot 97; thence South  $89^{\circ}42'25''$  East 99.43 feet along the North line of said Lot 97 to a rebar at the point of beginning of this description; thence continuing along the last described line an bearing 1.70 feet to an iron pipe; thence South  $00^{\circ}7'47''$  East 66.11 feet to an iron pipe on the South line of said Lot 97; thence North  $89^{\circ}41'11''$  West 1.63 feet along said South line to a rebar; thence North  $00^{\circ}11'35''$  West 66.11 feet to the point of beginning.

ALSO: The East 64.0 feet of Lot No. 97 of the J.H. Barnes Second South Addition to the Town, now City of Goshen, Indiana more particularly described as follows: Beginning at an iron stake marking the Northeast comer of the aforesaid Lot #97; thence West, along the North line of said Lot, 64.0 feet to an iron stake; thence South on a line parallel with the East line of said Lot, 66.0 feet to an iron stake on the South line of said Lot; thence East, along the South line of said Lot, 64.0 feet to an iron stake marking the Southeast comer of said Lot; thence North along the East line of said Lot, 66.0 feet to the place of beginning.

## **EXHIBIT H**

### **204 WEST MADISON STREET**

A part of Lot 97 in Barne's Second South Addition to the City of Goshen, Indiana more particularly described as follows; said Plat being recorded in Deed Record 15, page 489 in the Office of the Recorder of Elkhart County, Indiana.

Beginning at an iron pipe marking the northwest corner of said Lot 97; thence South 89 degrees 42 minutes 25 seconds East, 99.43 feet along the north line of said Lot 97 to a rebar; thence South 0 degrees 11 minutes 35 seconds East 66.11 feet to a rebar on the south line of said Lot 97; thence North 89 degrees 41 minutes 11 seconds West 99.53 feet to an iron pipe at the southwest corner of said Lot 97; thence North 0 degrees 6 minutes 20 seconds West 66.07 feet along the west line of said Lot 97 to the point of beginning.

Subject to and together with an easement 10 feet in width, the centerline of which is the east line of the foregoing described real estate, which easement is for the exclusive purpose of providing access for required maintenance of the improvements located upon the above described real estate and the improvements located adjacent to and to the east of the improvements on the east end of said Lot 97.

## **EXHIBIT I**

### **Repairs to 401 South Third Street**

1. Repair the bricks at the front porch entry.
2. Replace the front door.
3. Replace all of the interior doors.
4. Repair all cracks in the walls and ceilings.
5. Remove the mold in the bathroom.
6. Replace the basement window and window frame.
7. Access and treat for termites.
8. Replace all of the termite damaged wood members.
9. Replace all of the leaking plumbing pipes.
10. Replace the bathroom flooring.
11. Support and level the main level flooring.
12. Repair or replace the windows.
13. Replace the soiled flooring in the upstairs bedroom.
14. Replace all of the broken outlets.
15. Repair the leak in the upstairs bedroom around chimney.
16. Tuck point all of the cracks around the structure.
17. Replace all of the damaged soffit and fascia.
18. Replace kitchen cabinets and countertops.
19. Repaint the walls and ceilings.
20. Replace the furnace.

## **EXHIBIT J**

### **Repairs for 204 West Madison Street**

1. Repair the main level bathroom fan.
2. Replace the main level, spare room flooring.
3. Clean the mold in the main level bathroom.
4. Replace the furnace.
5. Fix the leak at the water shut off.
6. Assess the house for termites and treat the house for termites.
7. Replace the termite damaged wood members.
8. Replace the water heater.
9. Replace all of the loose collapsed and crumbling bricks around the entire foundation.
10. Assess and repair all of the leaking plumbing pipes.
11. Repair the cracks in the walls and ceilings.
12. Replace upstairs guardrail so that it is to City Code.
13. Repair or replace the upstairs bathroom sink.
14. Repair the sagging upstairs bedroom floor assembly.
15. Repaint the walls and ceilings.
16. Repair the basement stairway support.
17. Repair or remove the fence in the back of the property.
18. Scrape and paint the exterior of the property.



**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](mailto:communitydevelop@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

## **Memo**

**To:               Redevelopment Commission**

**From:            Mark Brinson**

**Subject:         HEA 1242- Requirement for Presentation to Taxing Districts**

**Date:             November 8, 2019**

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During the 2018 special legislative session, House Enrolled Act 1242 was passed. Section 32 of the act requires redevelopment commissions to hold an annual meeting and provide certain information to the taxing districts that overlap a TIF allocation area. Each redevelopment commission must provide the following information during a redevelopment commission meeting:

1. The commission's budget with respect to allocated property tax proceeds.
2. The long term plans for the allocation area.
3. The impact on each taxing units.

As required by HEA 1242, the following taxing units were notified that we would be presenting this information at the regularly scheduled meeting on November 12, 2019:

1. Elkhart County Auditor
2. Elkhart Township Board of Trustees
3. Concord Community School Board
4. City of Goshen Common Council
5. Goshen Community School Board
6. Concord Township Board of Trustees

This required presentation will be incorporated into annual TIF report that will be presented by Umbaugh. In addition to their normal report, we will provide a summary of the 2019-2023 Capital Plan to fulfill the presentation requirements.

73-TIF SOUTH EAST E.D.  
 URBAN REDEVELOPMENT  
 NON-DEPARTMENTAL

CITY OF GOSHEN  
 PROPOSED BUDGET WORKSHEET  
 AS OF: May 31, 2019

REPORT PRINTED JUNE 7, 2019

EXPENDITURES	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	number includes encumbered money		2020		
				( 2019 ) CURRENT	Y-T-D ACTUAL	PROPOSED BUDGET	ADOPTED BUDGET	
<b>PROFESSIONAL SERVICES</b>								
73-560-00-431.0200 SE E.D.TIF/SALARY REIMB	4,570	0	0	40,000	0	40,000		
73-560-00-431.0502 SE E.D. TIF/CONTR SVCS	194,088	83,639	274,586	1,131,510	233,077	185,000		
TOTAL PROFESSIONAL SERVICES	198,658	83,639	274,586	1,171,510	233,077	225,000		0
<b>OTHER SERVICES/CHARGES</b>								
73-560-00-439.0930 SE E.D. TIF/OTHER SVC CHGS	68,534	66,492	22,791	120,000	3,270	120,000		
TOTAL OTHER SERVICES/CHARGES	68,534	66,492	22,791	120,000	3,270	120,000		0
<b>LAND</b>								
73-560-00-441.0000 SE E.D. TIF/PROPERTY ACQUI	254,369	793,402	617,245	223,856	0	540,000		
TOTAL LAND	254,369	793,402	617,245	223,856	0	540,000		0
<b>INFRASTRUCTURE</b>								
73-560-00-442.0000 SE E.D. TIF/CAPITAL PROJ	1,433,124	2,163,965	2,622,890	3,104,148	913,812	2,000,000		
TOTAL INFRASTRUCTURE	1,433,124	2,163,965	2,622,890	3,104,148	913,812	2,000,000		0
<b>INTERFUND TRANSFERS</b>								
73-560-00-452.0000 SE E.D. TIF/TRANSFERS OUT	400,000	806,707	825,000	820,000	0	820,869		
TOTAL INTERFUND TRANSFERS	400,000	806,707	825,000	820,000	0	820,869		0
<b>TOTAL NON-DEPARTMENTAL</b>								
TOTAL NON-DEPARTMENTAL	2,354,685	3,914,205	4,362,512	5,439,514	1,150,159	3,705,869		0
<b>TOTAL URBAN REDEVELOPMENT</b>								
TOTAL URBAN REDEVELOPMENT	2,354,685	3,914,205	4,362,512	5,439,514	1,150,159	3,705,869		0
<b>TOTAL EXPENDITURES</b>								
TOTAL EXPENDITURES	2,354,685	3,914,205	4,362,512	5,439,514	1,150,159	3,705,869		0

73-TIF SOUTH EAST E.D.  
 URBAN REDEVELOPMENT  
 ION-DEPARTMENTAL

CITY OF GOSHEN  
 PROPOSED BUDGET WORKSHEET  
 AS OF: May 31, 2019

REPORT PRINTED JUNE 7, 2019

EXPENDITURES	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	number includes encumbered money		2020	
				( 2019 ) CURRENT	Y-T-D ACTUAL	PROPOSED BUDGET	ADOPTED BUDGET
EVENUE OVER/(UNDER) EXPENDITURES	962,534	163,267	(319,807)	(5,780,830)	(964,896)	(1,326,207)	0

80-TIF CONS RR/US 33/DT  
 URBAN REDEVELOPMENT  
 NON-DEPARTMENTAL

CITY OF GOSHEN  
 PROPOSED BUDGET WORKSHEET  
 AS OF: May 31, 2019

REPORT PRINTED JUNE 7, 2019

number includes encumbered money

EXPENDITURES	2016		2017		2018		2019		2020	
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	CURRENT	Y-T-D ACTUAL	PROPOSED BUDGET	ADOPTED BUDGET		
<b>PROFESSIONAL SERVICES</b>										
80-560-00-431.0200 CONS RR/US 33/TIF SALARY RE	16,032	0	0	0	90,000	0	40,000			
80-560-00-431.0502 CONS RR/US33 CONTRACTUAL	320,884	135,952	442,341	442,341	928,497	279,290	50,000			
TOTAL PROFESSIONAL SERVICES	336,916	135,952	442,341	442,341	1,018,497	279,290	90,000	0		
<b>DEBT SERVICE</b>										
80-560-00-438.0100 CONS RR/US33-DEBT-PRINCIPA	0	0	588,891	588,891	713,687	298,344	333,000			
TOTAL DEBT SERVICE	0	0	588,891	588,891	713,687	298,344	333,000	0		
<b>OTHER SERVICES/CHARGES</b>										
80-560-00-439.0930 CONS RR/US33/OTHER SVCS	273,497	599,086	32,472	32,472	120,000	24,640	120,000			
TOTAL OTHER SERVICES/CHARGES	273,497	599,086	32,472	32,472	120,000	24,640	120,000	0		
<b>LAND</b>										
80-560-00-441.0001 CONS RR/US33/PROP ACQUISIT	51,567	848,641	177,605	177,605	0	0	375,000			
TOTAL LAND	51,567	848,641	177,605	177,605	0	0	375,000	0		
<b>INFRASTRUCTURE</b>										
80-560-00-442.0000 CONS RR/US33/CAPITAL PROJEC	248,488	565,206	720,235	720,235	5,036,437	575,162	3,300,000			
TOTAL INFRASTRUCTURE	248,488	565,206	720,235	720,235	5,036,437	575,162	3,300,000	0		
<b>INTERFUND TRANSFERS</b>										
80-560-00-452.0000 CONS RR/US33/TRANSFERS OUT	832,825	0	0	0	1,500	0	0			
TOTAL INTERFUND TRANSFERS	832,825	0	0	0	1,500	0	0	0		

PERMANENT NOTES:

This account is funded each year as part of the budget process to transfer money to fund 324 to make the debt service payments on the 2008 Tax Increment Revenue Bonds.



180-TIF CONS RR/US 33/DT  
 URBAN REDEVELOPMENT  
 NON-DEPARTMENTAL

CITY OF GOSHEN  
 PROPOSED BUDGET WORKSHEET  
 AS OF: May 31, 2019

REPORT PRINTED JUNE 7, 2019

EXPENDITURES	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	number includes encumbered money		( 2020 )	
				( 2019 ) CURRENT	Y-T-D ACTUAL	PROPOSED BUDGET	ADOPTED BUDGET
<b>MISCELLANEOUS</b>							
180-560-00-499.0001 CONS RR/US33/NON APPROPRI	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	0	0	0	0	0	0	0
<hr/>							
TOTAL NON-DEPARTMENTAL	1,743,293	2,148,885	1,961,544	6,890,121	1,177,436	4,218,000	0
TOTAL URBAN REDEVELOPMENT	1,743,293	2,148,885	1,961,544	6,890,121	1,177,436	4,218,000	0
<hr/>							
TOTAL EXPENDITURES	1,743,293	2,148,885	1,961,544	6,890,121	1,177,436	4,218,000	0
REVENUE OVER/(UNDER) EXPENDITURES	934,268	22,572	485,146	(7,000,518)	(1,011,838)	(1,380,897)	0

484-TIF PLYMOUTH AVE  
URBAN REDEVELOPMENT  
NON-DEPARTMENTAL

CITY OF GOSHEN  
PROPOSED BUDGET WORKSHEET  
AS OF: May 31, 2019

REPORT PRINTED JUNE 7, 2019

EXPENDITURES	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	number includes encumbered money		(2020)	
				(2019) CURRENT	Y-T-D ACTUAL	PROPOSED BUDGET	ADOPTED BUDGET
<u>PROFESSIONAL SERVICES</u>							
484-560-00-431.0200 TIF PLYM AVE/SALARY REIMB	0	0	0	5,000	0	0	
484-560-00-431.0502 TIF PLYM AVE/CONTRACTUAL S	0	0	0	15,000	0	15,000	
TOTAL PROFESSIONAL SERVICES	0	0	0	20,000	0	15,000	0
<u>OTHER SERVICES/CHARGES</u>							
484-560-00-439.0930 TIF PLYM AVE/OTHER SERVICE	0	0	0	5,000	0	5,000	
TOTAL OTHER SERVICES/CHARGES	0	0	0	5,000	0	5,000	0
<u>INFRASTRUCTURE</u>							
484-560-00-442.0000 TIF PLYM AVE/CAPITAL PROJ	0	1,370	0	161,226	0	261,427	
TOTAL INFRASTRUCTURE	0	1,370	0	161,226	0	261,427	0
TOTAL NON-DEPARTMENTAL	0	1,370	0	186,226	0	281,427	0
TOTAL URBAN REDEVELOPMENT	0	1,370	0	186,226	0	281,427	0
TOTAL EXPENDITURES	0	1,370	0	186,226	0	281,427	0
REVENUE OVER/(UNDER) EXPENDITURES	60,887	60,642	57,628	(186,226)	0	(281,427)	0



**Mark Brinson, Director**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**CITY OF GOSHEN**

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

Phone (574) 537-3824 • Cell (574) 238-4893

Fax (574) 533-8626 • TDD (574) 534-3185

markbrinson@goshencity.com • www.goshenindiana.org

September 18, 2019

Elkhart County Auditor  
117 N. 2<sup>nd</sup> Street, Room 103  
Goshen, IN 46526

City of Goshen Common Council  
Goshen City Hall  
202 S. Fifth Street  
Goshen, IN 46528-3714

Elkhart Township Board of Trustees  
106 N. Fifth Street  
Goshen, IN 46528

Goshen Community School Board of Education  
613 E. Purl Street  
Goshen, IN 46526

Goshen Public Library Board of Trustees  
601 S. Fifth Street  
Goshen, IN 46526-3994

Concord Township Board of Trustees  
228 Waterfall Drive, Suite A  
Elkhart, IN 46516

Concord Community School Board of Education  
59040 Minuteman Way  
Elkhart, IN 46517-3499

Re: Annual Informative Presentation for the Southeast, River Race, Plymouth Ave and Lippert/Dierdorff TIF Districts.

Elkhart County Auditor, City of Goshen Common Council and Overlapping Taxing Units:

In accordance with IC 36-7-25-8 the Goshen Redevelopment Commission ("Commission") is notifying you of a presentation at the regularly scheduled Commission meeting on November 12, 2019 at 3:00 p.m. in the Goshen City Council Chambers, 111 E. Jefferson Street, Goshen, Indiana. The presentation will address the commission's budget with respect to allocated property tax proceeds, the long term plans for the allocation areas, and the impact on each of the taxing units.

Sincerely,

Mark Brinson  
Community Development Director





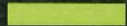
# City of Goshen, Indiana Redevelopment Commission

## TIF Report Presentation (IC 36-7-25-8)



now joined with  
Springsted and Umbaugh

# November 12, 2019



# Consolidated River Race/US 33 EDA

## About the Area

(River Race, North US 33, Downtown, Consolidated River Race/US 33)

	2018	2019	2020
Estimated Annual Tax Increment	\$2,507,930	\$3,092,710	\$3,519,670
Actual Collections	\$2,255,721	\$1,557,675*	

\* Represents the Spring 2019 distribution only.



# Consolidated River Race/US 33 EDA

## Outstanding Obligations

(River Race, North US 33, Downtown, Consolidated River Race/US 33)

### **2014 Major Moves Loan**

- \$56,253.41 of principal and interest outstanding
- Anticipated to be repaid by January 2021

### **2016 Major Moves Loan**

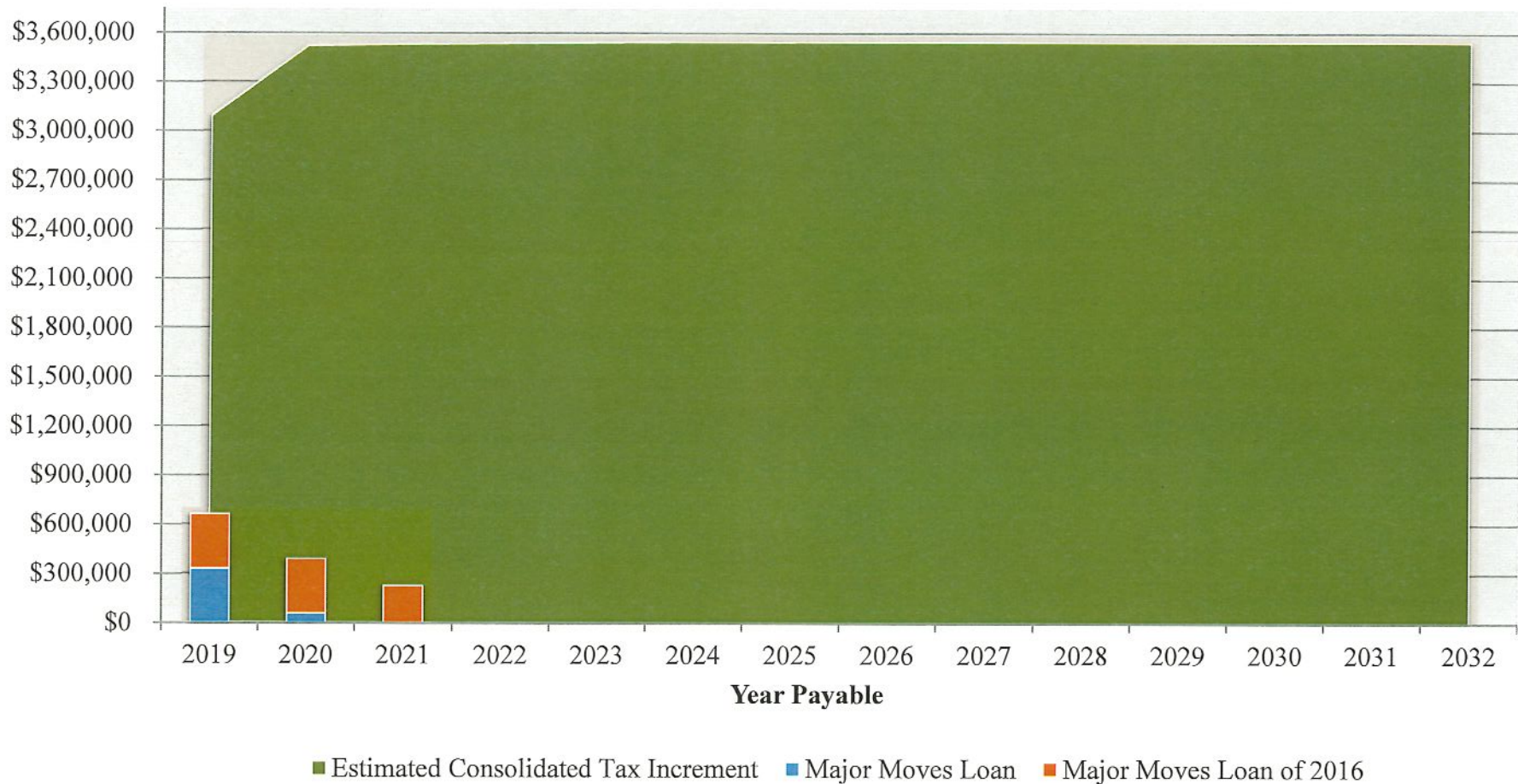
- \$715,862.07 of principal outstanding
- Anticipated to be repaid by January 2023

- The Area will expire in May 2031.

# Consolidated River Race/US 33 EDA

## Comparison of Tax Increment and Debt Service

(River Race, North US 33, Downtown, Consolidated River Race/US 33)



# Southeast EDA

## About the Area

(Keystone I, Keystone II, Century Drive, Southeast)

	2018	2019	2020
Estimated Annual Tax Increment	\$2,970,040	\$4,971,850	\$5,045,030
Actual Collections	\$2,889,696	\$2,482,292*	

\* Represents the Spring 2019 distribution only.



# Southeast EDA

## Outstanding Obligations

### **Redevelopment District Refunding Bonds of 2015**

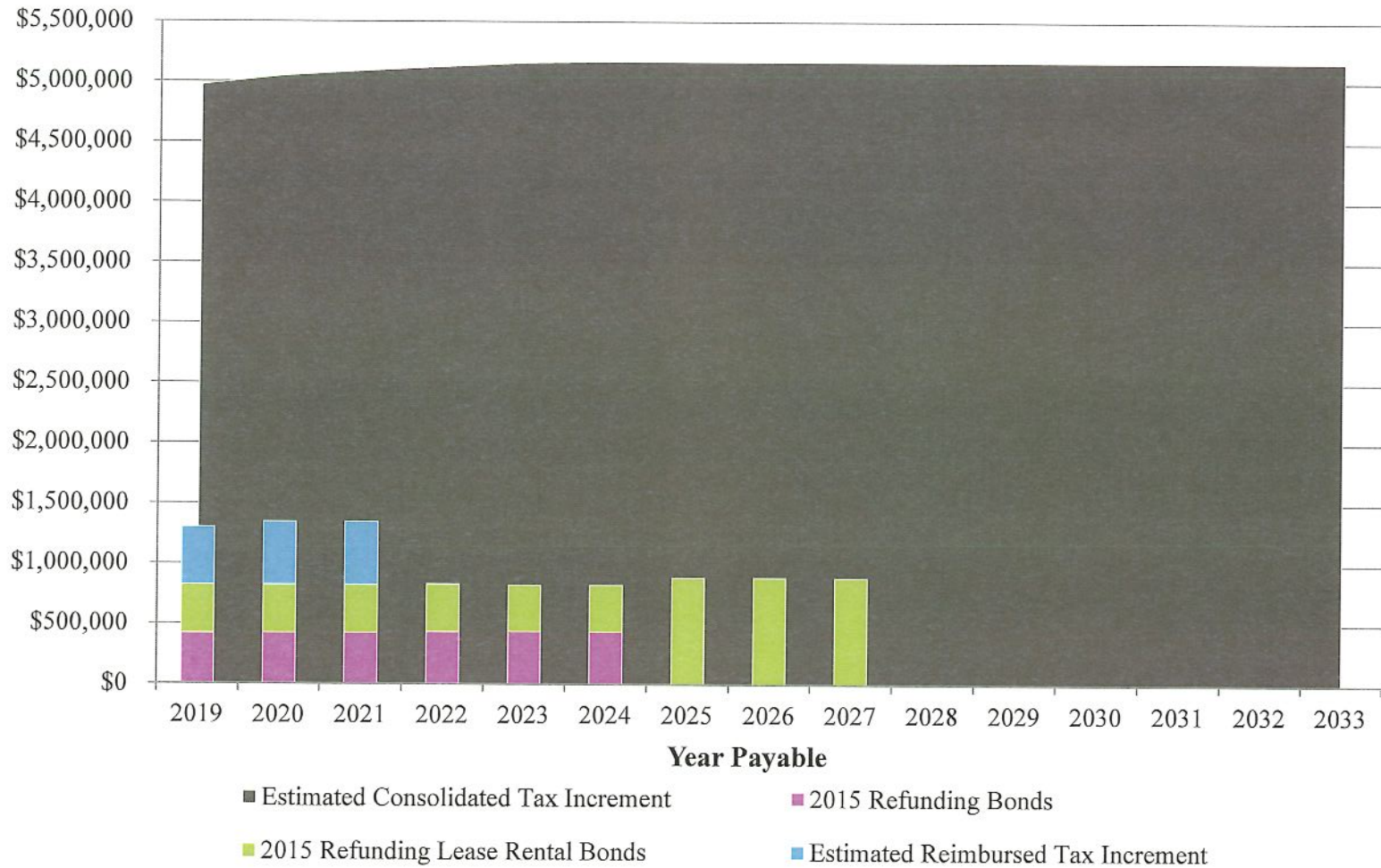
- \$3,845,000 issued / \$2,410,000 outstanding
- Final maturity: January 1, 2025
- Callable: January 1, 2023 (Interest rate: 1.75%)
- Issued for the current refunding of 2005A and 2006B Redevelopment District Bonds
  - 2005A and 2006B Bonds financed the acquisition of land for right-of-way and the construction of certain road improvements
- Bonds are payable from Southeast EDA tax increment, with a special benefits tax backup

### **Economic Development Lease Rental Refunding Bonds of 2015**

- \$5,105,000 issued / \$4,310,000 outstanding
- Final maturity: January 15, 2028
- Callable: January 15, 2023 (Interest rate: 2.70%)
- Issued to refund the Tax Increment Revenue Bonds of 2008
  - 2008 Bonds financed the extension and/or widening of Eisenhower Drive, Kercher Road, CR 38, Link Road, and Dierdorff Road
- Bonds are payable from Southeast EDA tax increment, with a special benefits tax backup
- The Area will expire in May 2033.

# Southeast EDA

## Comparison of Tax Increment and Debt Service





# Plymouth Avenue EDA

## About the Area

	2018	2019	2020
Estimated Annual Tax Increment	\$57,660	\$59,340	\$58,460
Actual Collections	\$57,628	\$29,296*	

\* Represents the Spring 2019 distribution only.

Financings: No debt

The area will end December 31, 2019 and the final collections will be in taxes payable 2020.

# Lippert/Dierdorff EDA

## About the Area

	2019	2020
Estimated Annual Tax Increment	\$0	\$68,700
Actual Collections	\$0	

Financings: No debt

The area will end no later than 25 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from Tax Increment, or as otherwise required by law.



# Impact of TIF

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**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

*Goshen City - Elkhart Township*

**ESTIMATED IMPACT ON THE OVERLAPPING TAXING UNITS WHEN THE TAX INCREMENT AREA ENDS**

**SCENARIO I: PRESENT SITUATION**

Represents 2018 taxes payable 2019 property tax levies, assessed valuation, and tax rates.

	<u>Tax Rate</u>	<u>Net Assessed Value of Taxing Unit</u>	<u>Estimated Property Tax Levy</u>
Elkhart County	0.3627	\$9,224,441,563	\$33,457,049
Elkhart County Community Center	0.0249	6,755,997,776	1,682,243
Elkhart County Cumulative Capital Development	0.0333	9,224,441,563	3,071,739
Elkhart County Major Bridge	0.0333	9,224,441,563	3,071,739
Goshen Civil City	1.4998	1,196,721,654	17,948,431
Goshen Civil City Cumulative Capital Development	0.0483	1,196,721,654	578,017
Elkhart Township	0.0159	1,331,053,044	211,637
Goshen Community School Corporation	1.1103	1,331,053,044	14,778,682
Goshen Community School Corporation Referendum Funds	0.3364	1,544,032,348	5,194,125
Goshen Public Library	0.1297	1,331,053,044	1,726,376
<b>Total Tax Rate (per \$100 AV)</b>	<b><u>\$3.5946</u></b>		

	<u>Rate</u>	<u>Incremental Assessed Value</u>	<u>Circuit Breaker</u>	<u>Net Increment</u>
TIF Allocation Fund	3.2582	\$230,319,255	(\$166,780)	\$7,337,470
Existing Tax Increment				

**SCENARIO II: ASSUMES THE OVERLAPPING TAXING UNITS CAPTURE ALL OF THE INCREMENTAL ASSESSED VALUE**

				<u>Rate Difference From Scenario I</u>	<u>Levy Difference From Scenario I</u>
Elkhart County	\$0.3521	\$9,501,548,884	\$33,457,049	(\$0.0106)	\$0
Elkhart County Community Center	0.0239	7,033,105,097	1,682,243	(0.0010)	0
Elkhart County Cumulative Capital Development	0.0333	9,501,548,884	3,164,016	0.0000	92,277
Elkhart County Major Bridge	0.0333	9,501,548,884	3,164,016	0.0000	92,277
Goshen Civil City	1.2179	1,473,750,140	17,948,431	(0.2819)	0
Goshen Civil City Cumulative Capital Development	0.0483	1,473,750,140	711,821	0.0000	133,804
Elkhart Township	0.0136	1,561,451,134	211,637	(0.0023)	0
Goshen Community School Corporation	0.9465	1,561,451,134	14,778,682	(0.1638)	0
Goshen Community School Corporation Referendum Funds	0.3364	1,544,032,348	5,194,125	0.0000	0
Goshen Public Library	0.1106	1,561,451,134	1,726,376	(0.0191)	0
<b>Total Tax Rate (per \$100 AV)</b>	<b><u>\$3.1159</u></b>			<b><u>(\$0.4787)</u></b>	<b><u>\$318,358</u></b>

Note: If the assessed value is captured by the overlapping taxing units, the Circuit Breaker Tax Credits of the overlapping taxing units may also be impacted.



**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

*Goshen City - Concord Township*

**ESTIMATED IMPACT ON THE OVERLAPPING TAXING UNITS WHEN THE TAX INCREMENT AREA ENDS**

**SCENARIO I: PRESENT SITUATION**

Represents 2018 taxes payable 2019 property tax levies, assessed valuation, and tax rates.

	<u>Tax Rate</u>	<u>Net Assessed Value of Taxing Unit</u>	<u>Estimated Property Tax Levy</u>
Elkhart County	\$0.3627	\$9,224,441,563	\$33,457,049
Elkhart County Community Center	0.0249	6,755,997,776	1,682,243
Elkhart County Cumulative Capital Development	0.0333	9,224,441,563	3,071,739
Elkhart County Major Bridge	0.0333	9,224,441,563	3,071,739
Goshen Civil City	1.4998	1,196,721,654	17,948,431
Goshen Civil City Cumulative Capital Development	0.0483	1,196,721,654	578,017
Concord Township	0.0247	1,931,720,710	477,135
Concord Community School Corporation	1.3852	1,185,605,436	16,423,006
Concord Community School Corporation Referendum Debt Fund	0.3932	1,297,775,204	5,102,852
Elkhart Public Library	0.1546	3,993,005,159	6,173,186
<b>Total Tax Rate (per \$100 AV)</b>	<b><u>\$3.9600</u></b>		

	<u>Rate</u>	<u>Incremental Assessed Value</u>	<u>Circuit Breaker</u>	<u>Net Increment</u>
TIF Allocation Fund	\$3.5668	\$46,709,231	(\$165,820)	\$1,500,210
Existing Tax Increment				

**SCENARIO II: ASSUMES THE OVERLAPPING TAXING UNITS CAPTURE ALL OF THE INCREMENTAL ASSESSED VALUE**

				<u>Rate Difference From Scenario I</u>	<u>Levy Difference From Scenario I</u>
Elkhart County	\$0.3521	\$9,501,548,884	\$33,457,049	(\$0.0106)	\$0
Elkhart County Community Center	0.0239	7,033,105,097	1,682,243	(0.0010)	0
Elkhart County Cumulative Capital Development	0.0333	9,501,548,884	3,164,016	0.0000	92,277
Elkhart County Major Bridge	0.0333	9,501,548,884	3,164,016	0.0000	92,277
Goshen Civil City	1.2179	1,473,750,140	17,948,431	(0.2819)	0
Goshen Civil City Cumulative Capital Development	0.0483	1,473,750,140	711,821	0.0000	133,804
Concord Township	0.0241	1,978,429,941	477,135	(0.0006)	0
Concord Community School Corporation	1.3327	1,232,314,667	16,423,006	(0.0525)	0
Concord Community School Corporation Referendum Debt Fund	0.3932	1,297,775,204	5,102,852	0.0000	0
Elkhart Public Library	0.1528	4,039,714,390	6,173,186	(0.0018)	0
<b>Total Tax Rate (per \$100 AV)</b>	<b><u>\$3.6116</u></b>			<b><u>(\$0.3484)</u></b>	<b><u>\$318,358</u></b>

Note: If the assessed value is captured by the overlapping taxing units, the Circuit Breaker Tax Credits of the overlapping taxing units may also be impacted.

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Elkart Township

ESTIMATED IMPACT ON THE OVERLAPPING TAXING UNITS WHEN THE TAX INCREMENT AREA ENDS

**SCENARIO I: PRESENT SITUATION**

Represents 2018 taxes payable 2019 property tax levies, assessed valuation, and tax rates.

	Tax Rate	Net Assessed Value of Taxing Unit	Estimated Property Tax Levy
Elkhart County	\$0.3627	\$9,224,441,563	\$33,457,049
Elkhart County Cumulative Drainage	0.0101	\$4,642,174,949	468,860
Elkhart County Community Center	0.0249	6,755,997,776	1,682,243
Elkhart County Cumulative Capital Development	0.0333	9,224,441,563	3,071,739
Elkhart County Major Bridge	0.0333	9,224,441,563	3,071,739
Elkhart Township	0.0159	1,331,053,044	211,637
Elkhart Township Fire	0.1056	233,130,646	246,186
Elkhart Township Cumulative Fire	0.0201	233,130,646	46,859
Goshen Community School Corporation	1.1103	1,331,053,044	14,778,682
Goshen Community School Corporation Referendum Debt Fund	0.3364	1,544,032,348	5,194,125
Goshen Public Library	0.1297	1,331,053,044	1,726,376
<b>Total Tax Rate (per \$100 AV)</b>	<b><u>\$2.1823</u></b>		

	Rate	Incremental Assessed Value	Circuit Breaker	Net Increment
TIF Allocation Fund				
Existing Tax Increment	\$1.8459	\$78,835	\$0	\$1,460

**SCENARIO II: ASSUMES THE OVERLAPPING TAXING UNITS CAPTURE ALL OF THE INCREMENTAL ASSESSED VALUE**

				Rate Difference From Scenario I	Levy Difference From Scenario I
Elkhart County	\$0.3521	\$9,501,548,884	\$33,457,049	(\$0.0106)	\$0
Elkhart County Cumulative Drainage	0.0101	4,642,253,784	468,860	0.0000	0
Elkhart County Community Center	0.0239	7,033,105,097	1,682,243	(0.0010)	0
Elkhart County Cumulative Capital Development	0.0333	9,501,548,884	3,164,016	0.0000	92,277
Elkhart County Major Bridge	0.0333	9,501,548,884	3,164,016	0.0000	92,277
Elkhart Township	0.0136	1,561,451,134	211,637	(0.0023)	0
Elkhart Township Fire	0.1056	233,209,481	246,186	0.0000	0
Elkhart Township Cumulative Fire	0.0201	233,209,481	46,875	0.0000	16
Goshen Community School Corporation	0.9465	1,561,451,134	14,778,682	(0.1638)	0
Goshen Community School Corporation Referendum Debt Fund	0.3364	1,544,032,348	5,194,125	0.0000	0
Goshen Public Library	0.1106	1,561,451,134	1,726,376	(0.0191)	0
<b>Total Tax Rate (per \$100 AV)</b>	<b><u>\$1.9855</u></b>			<b><u>(\$0.1968)</u></b>	<b><u>\$184,570</u></b>

Note: If the assessed value is captured by the overlapping taxing units, the Circuit Breaker Tax Credits of the overlapping taxing units may also be impacted.



**GOSHEN, INDIANA REDEVELOPMENT COMMISSION  
TAX INCREMENT REPORT**

**CONSOLIDATED RIVER RACE/US 33 ECONOMIC DEVELOPMENT AREA  
SOUTHEAST ECONOMIC DEVELOPMENT AREA  
PLYMOUTH AVENUE ECONOMIC DEVELOPMENT AREA  
LIPPERT ECONOMIC DEVELOPMENT AREA**

**NOVEMBER 12, 2019**



MUNICIPAL ADVISORS

now joined with  
Springsted and Umbaugh

Baker Tilly Municipal Advisors, LLC  
8365 Keystone Crossing, Ste 300  
Indianapolis, IN 46240  
United States of America

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bakertilly.com

November 12, 2019

Members of the Goshen  
Redevelopment Commission  
204 East Jefferson Street  
Goshen, Indiana 46528

Re: Tax Increment Report  
Consolidated River Race/US 33 Economic Development Area  
River Race Corridor  
North U.S. 33  
Downtown  
Consolidated River Race/US 33  
Southeast Economic Development Area  
Century Drive  
Keystone I  
Keystone II  
Southeast  
Plymouth Avenue Economic Development Area  
Lippert Economic Development Area

Dear Members of the Commission:

We have, at your request, prepared this Special Purpose Report to provide the Goshen Redevelopment Commission (“the “Commission”) with information about the above-named economic development areas, including schedules of historical and estimated Tax Increment (defined below), comparisons of estimated Tax Increment with outstanding debt obligations, and additional information about account balances.

**Definition of Tax Increment.** Tax Increment consists of all real property tax proceeds attributable to the assessed valuation in a tax allocation area as of the assessment date in excess of the base assessed valuation described in IC 36-7-14-39(b)(1) multiplied by the current property tax rate, less any rate established by referendum (referred to throughout this report as the “Tax Increment”). The base assessed value means the net assessed value of all the property in the allocation area as finally determined for the assessment date immediately preceding the effective date of a declaratory resolution pursuant to IC 36-7-14-39 establishing an allocation area.

**Forward-looking statements.** This Report contains forward-looking statements. The schedules and underlying assumptions are based upon information currently available from the Elkhart County Auditor’s and Assessor’s offices and information provided to us by City officials and representatives. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the developers and the Tax Increment to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Refer also to “Tax Increment, Property Taxes and Recent Legislation” and “Risks of Tax Increment and Estimates” contained in Appendix A.

In the preparation of these schedules, certain assumptions were made as noted regarding certain future events. As in the case with such assumptions regarding future events and transactions, some or all may not occur as expected and the resulting differences could be material. We have not examined the underlying assumptions nor have we audited or reviewed the historical data. Consequently, we express no opinion thereon nor do we have a responsibility to prepare subsequent reports.

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**CONSOLIDATED RIVER RACE/US 33  
ECONOMIC DEVELOPMENT AREA**

**(RIVER RACE CORRIDOR,  
NORTH U.S. 33, DOWNTOWN & CONSOLIDATED  
RIVER RACE/US 33 ALLOCATION AREAS)**

## GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

### *Consolidated River Race/US 33 Economic Development Area*

#### GENERAL COMMENTS

##### Outstanding Bonds: Sources of Repayment and Security

Currently, there are no outstanding bonds in the Consolidated River Race/US 33 Economic Development Area.

##### Background Information Concerning the Areas and the Tax Increment

On February 13, 2001, the Commission adopted a Declaratory Resolution (the "River Race Declaratory Resolution") to establish the **River Race Corridor Economic Development Area** (the "Original River Race Area"), as an allocation area for purposes of capturing Tax Increment from new developments in the Original River Race Area. The River Race Declaratory Resolution allows for the capture of the growth in all real property assessed value within the Original River Race Area in excess of the base assessed values defined in IC 36-7-14-39. The base assessment date of the Original River Race Area is March 1, 2000. The Commission expanded the Original River Race Area on February 10, 2004 (the "2004 River Race Expansion Area"). The Commission further expanded the Original River Race Area on February 8, 2005 (the "2005 River Race Expansion Area") and on February 27, 2006 (the "2006 River Race Expansion Area"). The Original River Race Area, the 2004 River Race Expansion Area, the 2005 River Race Expansion Area and the 2006 River Race Expansion Area are collectively referred to as the River Race Area.

The River Race Area is located on the west/southwest side of Goshen and is bound partly by the Elkhart River on the north.

On February 8, 2005, the Commission adopted a Declaratory Resolution (the "North U.S. 33 Declaratory Resolution") to establish the **North U.S. 33 Economic Development Area** (the "North U.S. 33 Area"), as an allocation area for purposes of capturing Tax Increment from new developments in the North U.S. 33 Area. The base assessment date of the North U.S. 33 Area is March 1, 2004.

The North U.S. 33 Area is located in Concord Township generally from the DJ Construction Commercial Subdivision, which is located at the southeast corner of the Reliance Road/U.S. 33 intersection, to Goshen's northern corporate limits as the corporate limits existed on February 1, 2005.

On September 11, 2007, the Commission adopted a Declaratory Resolution (the "Downtown Declaratory Resolution") to establish the **Downtown Economic Development Area** (the "Downtown Area"), as an allocation area for purposes of capturing Tax Increment from new developments in the Downtown Area. The base assessment date of the Downtown Area is March 1, 2007.

The Downtown Area includes all of the real estate east of the River Race Area that is south of the railroad tracks (including all of the former train depot real estate), west of the centerline of Sixth Street, and north of the centerline of Madison Street.

On January 10, 2012, the Commission adopted a Declaratory Resolution ("Resolution 02-2012") to consolidate the River Race Area, the North U.S. 33 Area, the Downtown Area (the "Original Areas") and add certain parcels of real property (the "Original Consolidated River Race/US 33 Area") into one economic development area to be known as the "**Consolidated River Race/US 33 Economic Development Area**". The base assessment date for the Original Consolidated River Race/US 33 Area is March 1, 2011. The Original Areas retain their previous base assessments and base dates for the purposes of calculating Tax Increment.

On January 8, 2013, the Commission adopted a Declaratory Resolution ("Resolution 06-2013") to expand the Original Consolidated River Race/US 33 Area (the "2013 Consolidated River Race/US 33 Expansion Area 1"). The base assessment date of the 2013 Consolidated River Race/US 33 Expansion Area 1 is March 1, 2012. On September 10, 2013, the Commission adopted a Declaratory Resolution ("Resolution 66-2013") to amend the boundaries of the Original Consolidated River Race/US 33 Area to include additional real property (the "2013 Consolidated River Race/US 33 Expansion Area 2"). The base date of the 2013 Consolidated River Race/US 33 Expansion Area 2 is March 1, 2013. The Original Consolidated River Race/US 33 Area, the 2013 Consolidated River Race/US 33 Expansion Area 1 and the 2013 Consolidated River Race/US 33 Expansion Area 2 are referred to as the Consolidated River Race/US 33 Area. The Consolidated River Race/US 33 Area will expire no later than May 2031.

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

*Consolidated River Race/US 33 Economic Development Area*

**ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT**

*River Race*

2020 Amount Abated	Length of Abatement	First Tax Payable Year of Abatement	Taxes Payable Year		
			2019	2020	2021
\$1,436,000	10	2017	\$228,120	\$1,436,000 (2)	\$1,436,000
			<u>91,289,897</u>	<u>92,259,374</u>	<u>92,259,374</u>
			<u>91,518,017</u>	<u>93,695,374</u>	<u>93,695,374</u>
			<u>(57,529,098)</u>	<u>(59,599,457)</u>	<u>(59,599,457)</u>
Value			<u>33,988,919</u>	<u>34,095,917</u>	<u>34,095,917</u>
			<u>\$3.2582</u>	<u>\$3.2582</u>	<u>\$3.2582</u>
Property Tax Credit (4)			<u>1,107,430</u>	<u>1,110,910</u>	<u>1,110,910</u>
			<u>(35,980) (5)</u>	<u>(36,050)</u>	<u>(36,050)</u>
			<u>1,071,450</u>	<u>1,074,860</u>	<u>1,074,860</u>
			<u>\$571,983 (6)</u>		

Office.  
 reduced down by the governing body for taxes payable 2020. This analysis assumes that the abatement will not be granted in future years.  
 tax rate for the Goshen City-Elkhart Township taxing district of \$3.5946, less the referendum rate for Goshen Community School

that caps property taxes for residential homestead property at 1% of gross assessed value, other residential property, including apartments  
 assessed value, and commercial taxes at 3% of gross assessed value. Accounts for the 2019 Local Income Tax Property Tax

Worksheet-TIF provided by the Elkhart County Auditor's office.  
 information only.

(Subject to the comments in the attached Report  
 dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

***Consolidated River Race/US 33 Economic Development Area***

**ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT**

***North U.S. 33***

	Taxes Payable Year	
	2019	2020
Net Assessed Value (1)	\$86,043,600	\$84,148,600
Less: Base Assessed Value (1)	(43,503,548)	(42,700,029)
Estimated Incremental Assessed Value	42,540,052	41,448,571
Times: Net Tax Rate (2)	\$3.5668	\$3.5668
Estimated Tax Increment	1,517,320	1,478,390
Less: Estimated Circuit Breaker Tax Credit (3)	(151,020) (4)	(147,150)
Estimated Net Tax Increment	1,366,300	1,331,240
Actual Collections (1)	\$647,920 (5)	

- (1) Per the Elkhart County Auditor's office.
- (2) Represents the certified pay 2019 tax rate for the Goshen City-Concord Township taxing district of \$3.9600, less the referendum rate for Concord Community School Corporation of \$0.3932.
- (3) Estimated based upon legislation that caps property taxes for residential homestead property at 1% of gross assessed value, other residential property, including apartments and agricultural land at 2% of gross assessed value, and commercial property taxes at 3% of gross assessed value. Accounts for the 2019 Local Income Tax Property Tax Replacement Credit of 5.9377%.
- (4) Per the 2019 PVDNet Abstract Worksheet-TIF provided by the Elkhart County Auditor's office.
- (5) Represents the Spring 2019 distribution.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

*Consolidated River Race/US 33 Economic Development Area*

**ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT**

*Downtown*

	Taxes Payable Year	
	2019	2020
Net Assessed Value (1)	\$17,244,934	\$16,923,805
Less: Base Assessed Value (1)	(14,515,169)	(14,852,809)
Estimated Incremental Assessed Value	2,729,765	2,070,996
Times: Net Tax Rate (2)	\$3.2582	\$3.2582
Estimated Tax Increment	88,940	67,480
Less: Estimated Circuit Breaker Tax Credit (3)	(3,260) (4)	(2,830)
Estimated Net Tax Increment	85,680	64,650
Actual Collections (1)	\$48,705 (5)	

- (1) Per the Elkhart County Auditor's office.
- (2) Represents the certified pay 2019 tax rate for the Goshen City-Elkhart Township taxing district of \$3.5946, less the referendum rate for Goshen Community School Corporation of \$0.3364.
- (3) Estimated based upon legislation that caps property taxes for residential homestead property at 1% of gross assessed value, other residential property, including apartments and agricultural land at 2% of gross assessed value, and commercial property taxes at 3% of gross assessed value. Accounts for the 2019 Local Income Tax Property Tax Replacement Credit of 5.9377%.
- (4) Per the 2019 PVDNet Abstract Worksheet-TIF provided by the Elkhart County Auditor's office.
- (5) Represents the Spring 2019 distribution.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)



GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Consolidated River Race/U.S. 33 Economic Development Area

**ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT**  
Consolidated River Race/US 33 (139)

2020 Amount Abated	Length of Abatement	First Tax Payable Year of Abatement	Taxes Payable Year					
			2019	2020	2021	2022	2023	2024
2,673,700	10	2014	\$1,431,480	\$1,871,590	\$2,138,960	\$2,406,330	\$2,540,015	\$2,673,700
			<u>68,577,300</u>	<u>85,637,968</u>	<u>85,637,968</u>	<u>85,637,968</u>	<u>85,637,968</u>	<u>85,637,968</u>
			<u>70,008,780</u> <u>(57,448,516)</u>	<u>87,509,558</u> <u>(59,723,370)</u>	<u>87,776,928</u> <u>(59,723,370)</u>	<u>88,044,298</u> <u>(59,723,370)</u>	<u>88,177,983</u> <u>(59,723,370)</u>	<u>88,311,668</u> <u>(59,723,370)</u>
			<u>12,560,264</u> <u>\$3,2582</u>	<u>27,786,188</u> <u>\$3,2582</u>	<u>28,053,558</u> <u>\$3,2582</u>	<u>28,320,928</u> <u>\$3,2582</u>	<u>28,454,613</u> <u>\$3,2582</u>	<u>28,588,298</u> <u>\$3,2582</u>
			<u>409,240</u> <u>(15,520) (4)</u>	<u>905,330</u> <u>(25,380)</u>	<u>914,040</u> <u>(25,550)</u>	<u>922,750</u> <u>(25,720)</u>	<u>927,110</u> <u>(25,810)</u>	<u>931,460</u> <u>(25,900)</u>
			<u>\$393,720</u>	<u>\$879,950</u>	<u>\$888,490</u>	<u>\$897,030</u>	<u>\$901,300</u>	<u>\$905,560</u>
			<u>\$202,166 (5)</u>					

for the Goshen City-Elkhart Township taxing district of \$3.5946, less the referendum rate for Goshen Community School Corporation of \$0.3364.  
 s property taxes for residential homestead property at 1% of gross assessed value, other residential property, including apartments and agricultural land at 2% of  
 operty taxes at 3% of gross assessed value. Accounts for the 2019 Local Income Tax Property Tax Replacement Credit of 5.9377%.  
 T-TIF provided by the Elkhart County Auditor's office.  
 ion.

(Subject to the comments in the attached Report  
 dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

***Consolidated River Race/US 33 Economic Development Area***

**ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT**

***Consolidated River Race/US 33 (140)***

	<u>Taxes Payable Year</u>	
	<u>2019</u>	<u>2020</u>
Net Assessed Value (1)	\$10,990,999	\$10,943,996
Less: Base Assessed Value (1)	<u>(5,525,075)</u>	<u>(5,683,336)</u>
Incremental Assessed Value	5,465,924	5,260,660
Times: Net Tax Rate (2)	<u>\$3.5668</u>	<u>\$3.5668</u>
Estimated Tax Increment	194,960	187,640
Less: Estimated Circuit Breaker Tax Credit (3)	<u>(19,400) (4)</u>	<u>(18,670)</u>
Estimated Net Tax Increment	<u><u>\$175,560</u></u>	<u><u>\$168,970</u></u>
Actual Collections (1)	<u><u>\$86,901 (5)</u></u>	

- (1) Per the Elkhart County Auditor's Office.
- (2) Represents the certified pay 2019 tax rate for the Goshen City-Concord Township taxing district of \$3.9600, less the referendum rate for Concord Community School Corporation of \$0.3932.
- (3) Estimated based upon legislation that caps property taxes for residential homestead property at 1% of gross assessed value, other residential property, including apartments and agricultural land at 2% of gross assessed value, and commercial property taxes at 3% of gross assessed value. Accounts for the 2019 Local Income Tax Property Tax Replacement Credit of 5.9377%.
- (4) Per the 2019 PVDNet Abstract Worksheet-TIF provided by the Elkhart County Auditor's office.
- (5) Represents the Spring 2019 distribution.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

**Consolidated River Race/US 33 Economic Development Area**

**COMBINED ANNUAL TAX INCREMENT**

Taxes Payable Year	Estimated Tax Increment					
	River Race	North U.S. 33	Downtown	Consolidated River Race/US33		Total
				Project 139	Project 140	
	(1)	(2)	(3)	(4)	(5)	
2019	\$1,071,450	\$1,366,300	\$85,680	\$393,720	\$175,560	\$3,092,710
2020	1,074,860	1,331,240	64,650	879,950	168,970	3,519,670
2021	1,074,860	1,331,240	64,650	888,490	168,970	3,528,210
2022	1,074,860	1,331,240	64,650	897,030	168,970	3,536,750
2023	1,074,860	1,331,240	64,650	901,300	168,970	3,541,020
2024	1,074,860	1,331,240	64,650	905,560	168,970	3,545,280
2025	1,074,860	1,331,240	64,650	905,560	168,970	3,545,280
2026	1,074,860	1,331,240	64,650	905,560	168,970	3,545,280
2027	1,074,860	1,331,240	64,650	905,560	168,970	3,545,280
2028	1,074,860	1,331,240	64,650	905,560	168,970	3,545,280
2029	1,074,860	1,331,240	64,650	905,560	168,970	3,545,280
2030	1,074,860	1,331,240	64,650	905,560	168,970	3,545,280
2031	1,074,860	1,331,240	64,650	905,560	168,970	3,545,280
2032	1,074,860	1,331,240	64,650	905,560 (6)	168,970 (6)	3,545,280
<b>Totals</b>	<b>\$15,044,630</b>	<b>\$18,672,420</b>	<b>\$926,130</b>	<b>\$12,110,530</b>	<b>\$2,372,170</b>	<b>\$49,125,880</b>

(1) See page 2.

(2) See page 3.

(3) See page 4.

(4) See page 5.

(5) See page 6.

(6) The Consolidated River Race/US 33 Area expires no later than May 2031; therefore, the last year of collections will be in taxes payable 2032.

(Subject to the comments in the attached Report dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

*Consolidated River Race/US 33 Economic Development Area*

**COMPARISON OF ESTIMATED TAX INCREMENT AND OBLIGATIONS**

Estimated Increment	Obligations		Total	Estimated Tax Increment Remaining	Estimated Tax Increment Coverage
	Major Moves Loan (River Race)	Major Moves Loan 2016			
(1)	(2)	(2)			
3,092,710	(\$329,556)	(\$333,000)	(\$662,556)	\$2,430,154	467%
3,519,670	(56,253)	(333,000)	(389,253)	3,130,417	904%
3,528,210		(226,072)	(226,072)	3,302,138	1561%
3,536,750			0	3,536,750	N/A
3,541,020			0	3,541,020	N/A
3,545,280			0	3,545,280	N/A
3,545,280			0	3,545,280	N/A
3,545,280			0	3,545,280	N/A
3,545,280			0	3,545,280	N/A
3,545,280			0	3,545,280	N/A
3,545,280			0	3,545,280	N/A
3,545,280			0	3,545,280	N/A
3,545,280			0	3,545,280	N/A
3,545,280			0	3,545,280	N/A
3,545,280			0	3,545,280	N/A
<u>9,125,880</u>	<u>(\$385,810)</u>	<u>(\$892,072)</u>	<u>(\$1,277,882)</u>	<u>\$47,847,998</u>	

Estimated repayments of the loans from the City's Major Moves Fund, per City representatives.

(Subject to the comments in the attached Report dated November \_\_, 2019 of Baker Tilly Municipal Advisors, LLC.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

***Consolidated River Race/US 33 Economic Development Area***

**HISTORICAL TAX INCREMENT DISTRIBUTIONS**

Taxes Payable Year	Distributions (1)			Consolidated River Race/US 33 (139)	Consolidated River Race/US 33 (140)
	River Race	North U.S. 33	Downtown		
2007	\$512,163	\$55,406			
2008	620,094	459,030			
2009	767,773	817,291	\$27,995		
2010	720,210	763,153	24,360		
2011	1,245,533 (2)	809,259	86,056 (3)		
2012	473,036 (2)	795,186	16,438		
2013	900,778	907,090	50,006		
2014	874,013	889,549	54,832		
2015	970,256	958,400	52,912	\$39,545	\$74,126
2016	968,161	1,032,235	71,767	37,158	109,045
2017	951,093	917,633	47,199	65,515	138,369
2018	804,682	1,111,319	82,602	113,232	143,886
2019 (4)	571,983	647,920	48,705	202,166	86,901

(1) Per the Elkhart County Auditor's office.

(2) According to the Auditor's office, there was an overdistribution in 2011 of \$417,151 that was corrected in 2012.

(3) According to the Auditor's office, this amount includes an over distribution of \$53,483.

(4) Represents the Spring 2019 distribution only.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

***Consolidated River Race/US 33 Economic Development Area***

**SUMMARY OF CURRENT ACCOUNT BALANCES**

<u>Fund Name</u>	<u>Fund No.</u>	<u>Balance as of October 31, 2018</u>
Consolidated River Race/US 33 TIF Allocation Fund	480	(1) \$2,733,759.39

(1) Per the Goshen Clerk-Treasurer's office as of October 18, 2019.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

# **SOUTHEAST ECONOMIC DEVELOPMENT AREA**

**(KEYSTONE I, KEYSTONE II, CENTURY DRIVE &  
SOUTHEAST ALLOCATION AREAS)**

## GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

### *Southeast Economic Development Area*

#### GENERAL COMMENTS

##### Outstanding Bonds: Sources of Repayment and Security

The Goshen Redevelopment Commission (the "Commission"), acting on behalf of the City of Goshen (the "City"), issued \$3,845,000 of Redevelopment District Refunding Bonds of 2015 (the "2015 Ref Bonds") to refund the Redevelopment District Bonds of 2005, Series A and the Redevelopment District Bonds of 2006, Series B. The Goshen Redevelopment Authority (the "Authority"), issued \$5,105,000 of Economic Development Lease Rental Refunding Bonds of 2015 (the "2015 Ref LR Bonds") to refund the Goshen Redevelopment District Tax Increment Revenue Bonds of 2008 which were originally issued to finance various public infrastructure improvements including extending and/or widening Eisenhower Drive, Kercher Road, County Road 38, Link Road, and Dierdorff Road.

The 2015 Ref Bonds and the 2015 Ref LR Bonds are payable from a pledge of Tax Increment from the Southeast Economic Development Area (herein defined) and, to the extent Tax Increment is not sufficient, out of a Special Benefits Tax. The 2015 Ref Bonds and the 2015 Ref LR are further secured by a debt service reserve.

##### Background Information Concerning the Areas and the Tax Increment

On February 10, 2003, the Commission adopted a Declaratory Resolution (the "Century Drive Declaratory Resolution") to establish the **Century Drive Economic Development Area** (the "Original Century Drive Area"), as an allocation area for purposes of capturing Tax Increment from new developments in the Original Century Drive Area. The base assessment date of the Original Century Drive Area is March 1, 2002. On July 13, 2004, the Commission amended the Century Drive Declaratory Resolution (the "Amended Century Drive Declaratory Resolution") enlarging the Original Century Drive Area (the "2004 Century Drive Expansion Area"). The base assessment date of the 2004 Century Drive Expansion Area is March 1, 2004. On February 27, 2006 the Commission amended the Amended Century Drive Declaratory Resolution to further enlarge the Original Century Drive Area (the "2006 Century Drive Expansion Area"). The base assessment of the 2006 Century Drive Expansion Area is March 1, 2005. The Original Century Drive Area, the 2004 Century Drive Expansion Area and the 2006 Century Drive Expansion Area are collectively referred to as the Century Drive Area.

On February 10, 2003, the Commission adopted a Declaratory Resolution (the "Keystone I Declaratory Resolution") to establish the **Keystone I Economic Development Area** (the "Original Keystone I Area"), as an allocation area for purposes of capturing Tax Increment from new developments in the Original Keystone I Area.

The base assessment date of the Original Keystone I Area is March 1, 2002. On August 10, 2004, the Commission adopted an Amending Declaratory Resolution (the "2004-2005 Keystone I Amending Declaratory Resolution") adding certain real property to enlarge the Original Keystone I Area (the "2004 Keystone I Expansion Area"). The base assessment date of the 2004 Keystone I Expansion Area is March 1, 2004. On February 13, 2007, the Commission adopted an Amending Declaratory Resolution (the "2007 Keystone I Amending Declaratory Resolution") to add certain real property to enlarge the Original Keystone I Area, (the "2007 Keystone I Expansion Area"). The base assessment date for the 2007 Keystone I Expansion Area is March 1, 2006. The Original Keystone I Area, the 2004 Keystone I Expansion Area, and the 2007 Keystone I Expansion Area are collectively referred to as the Keystone I Area.

On February 25, 2003, the Commission adopted a Declaratory Resolution (the "Keystone II Declaratory Resolution") to establish the **Keystone II Economic Development Area** (the "Keystone II Area"), as an allocation area for purposes of capturing Tax Increment from new developments in the Keystone II Area. The base assessment date for the Keystone II Area is March 1, 2002.

The Century Drive Economic Development Area is part of what is generally known as the Century Industrial Park. The Keystone I Area and Keystone II Area are located adjacent to what is generally known as the Maple City Industrial Park.



**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

*(Cont'd)*

***Southeast Economic Development Area***

GENERAL COMMENTS

Background Information Concerning the Areas and the Tax Increment (Cont'd)

On August 14, 2012, the Commission adopted a Declaratory Resolution (the "Southeast Declaratory Resolution") to consolidate the Century Drive Area, Keystone I Area and Keystone II Area and incorporate additional parcels as specified in Exhibit D of the Southeast Declaratory Resolution (the "Original Southeast Area") into a new economic development area to be known as the Southeast Economic Development Area. The Original Areas retain their previous base assessments and base dates for the purposes of calculating Tax Increment. The base assessment date for the Original Southeast Area is March 1, 2012.

On November 12, 2013, the Commission adopted a Declaratory Resolution ("Resolution 87-2013") to amend the boundaries of the Southeast Area to include certain real property (the "2013 Southeast Expansion Area"). The base assessment date of the 2013 Southeast Expansion Area is March 1, 2013. The Original Southeast Area and the 2013 Southeast Expansion Area are collectively referred to as the Southeast Area. The Southeast Area will expire no later than May 2033.

On March 13, 2018, the Commission adopted a Declaratory Resolution ("Resolution 19-2018") to amend the boundaries of the Original Southeast Area to remove four parcels of real estate.

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

*Southeast Economic Development Area*

**ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT**

*Keystone I*

	Taxes Payable Year	
	<u>2019</u>	<u>2020</u>
Net Assessed Value (1)	\$83,014,200	\$83,816,000
Less: Base Assessed Value (1)	<u>(20,004,079)</u>	<u>(20,197,321)</u>
Estimated Incremental Assessed Value	63,010,121	63,618,679
Times: Net Tax Rate (2)	<u>\$3.2582</u>	<u>\$3.2582</u>
Estimated Tax Increment	2,053,000	2,072,820
Less: Estimated Circuit Breaker Tax Credit (3)	<u>(40,860) (4)</u>	<u>(41,250)</u>
Estimated Net Tax Increment	<u><u>\$2,012,140</u></u>	<u><u>\$2,031,570</u></u>
Actual Collections (1)	<u><u>\$1,089,995 (5)</u></u>	

- (1) Per the Elkhart County Auditor's Office.
- (2) Represents the certified pay 2019 tax rate for the Goshen City-Elkhart Township taxing district of \$3.5946, less the referendum rate for Goshen Community School Corporation of \$0.3364.
- (3) Estimated based upon legislation that caps property taxes for residential homestead property at 1% of gross assessed value, other residential property, including apartments and agricultural land at 2% of gross assessed value, and commercial property taxes at 3% of gross assessed value. Accounts for the 2019 Local Income Tax Property Tax Replacement Credit of 5.9377%.
- (4) Per the 2019 PVDNet Abstract Worksheet-TIF provided by the Elkhart County Auditor's office.
- (5) Represents the Spring 2019 distribution.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

***Southeast Economic Development Area***

**ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT**

***Keystone II***

	Taxes Payable Year	
	2019	2020
Net Assessed Value (1)	\$4,493,100	\$4,440,600
Less: Base Assessed Value (1)	0	0
Estimated Incremental Assessed Value	4,493,100	4,440,600
Times: Net Tax Rate (2)	\$3.2582	\$3.2582
Estimated Tax Increment	146,390	144,680
Less: Estimated Circuit Breaker Tax Credit (3)	(2,910) (4)	(2,880)
Estimated Net Tax Increment	\$143,480	\$141,800
Actual Collections (1)	\$70,817 (5)	

- (1) Per the Elkhart County Auditor's Office.
- (2) Represents the certified pay 2019 tax rate for the Goshen City-Elkhart Township taxing district of \$3.5946, less the referendum rate for Goshen Community School Corporation of \$0.3364.
- (3) Estimated based upon legislation that caps property taxes for residential homestead property at 1% of gross assessed value, other residential property, including apartments and agricultural land at 2% of gross assessed value, and commercial property taxes at 3% of gross assessed value. Accounts for the 2019 Local Income Tax Property Tax Replacement Credit of 5.9377%.
- (4) Per the 2019 PVDNet Abstract Worksheet-TIF provided by the Elkhart County Auditor's office.
- (5) Represents the Spring 2019 distribution.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

*Southeast Economic Development Area*

**ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT**

*Century Drive*

2020 Amount Abated	Length of Abatement	First Tax Payable Year of Abatement	Taxes Payable Year					
			2019	2020	2021	2022	2023	2024
\$5,188,000	7	2016	\$1,744,290	\$2,957,160	\$3,683,480	\$4,461,680	\$5,188,000	\$5,188,000
2,274,000	7	2014	1,648,910	1,955,640	2,274,000	2,274,000	2,274,000	2,274,000
2,211,510	7	2017	684,110	950,950	1,260,560	1,570,170	1,901,900	2,211,510
			<u>36,801,500</u>	<u>36,843,690</u>	<u>36,843,690</u>	<u>36,843,690</u>	<u>36,843,690</u>	<u>36,843,690</u>
			<u>40,878,810</u>	<u>42,707,440</u>	<u>44,061,730</u>	<u>45,149,540</u>	<u>46,207,590</u>	<u>46,517,200</u>
			<u>(1,397,122)</u>	<u>(1,386,043)</u>	<u>(1,386,043)</u>	<u>(1,386,043)</u>	<u>(1,386,043)</u>	<u>(1,386,043)</u>
			<u>39,481,688</u>	<u>41,321,397</u>	<u>42,675,687</u>	<u>43,763,497</u>	<u>44,821,547</u>	<u>45,131,157</u>
			<u>\$3.2582</u>	<u>\$3.2582</u>	<u>\$3.2582</u>	<u>\$3.2582</u>	<u>\$3.2582</u>	<u>\$3.2582</u>
			<u>1,286,390</u>	<u>1,346,330</u>	<u>1,390,460</u>	<u>1,425,900</u>	<u>1,460,380</u>	<u>1,470,460</u>
			<u>(20,880) (6)</u>	<u>(22,070)</u>	<u>(22,950)</u>	<u>(23,650)</u>	<u>(24,330)</u>	<u>(24,530)</u>
			<u>\$1,265,510</u>	<u>\$1,324,260</u>	<u>\$1,367,510</u>	<u>\$1,402,250</u>	<u>\$1,436,050</u>	<u>\$1,445,930</u>
			<u>\$623,854 (7)</u>					

the abatement began in taxes payable 2014. However, Forest River did not file for the abatement until taxes payable 2019.  
the abatement began in taxes payable 2017. However, Forest River did not file for the abatement until taxes payable 2019.  
for the Goshen City-Elkhart Township taxing district of \$3,5946, less the referendum rate for Goshen Community School Corporation of \$0.3364.  
is property taxes for residential homestead property at 1% of gross assessed value, other residential property, including apartments and agricultural land  
mercial taxes at 3% of gross assessed value. Accounts for the 2018 Local Income Tax Property Tax Replacement Credit of 5.9377%.  
t-TIF provided by the Elkhart County Auditor's office.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

*Southeast Economic Development Area*

**ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT**

*Southeast*

	Taxes Payable Year	
	<u>2019</u>	<u>2020</u>
Net Assessed Value (1)	\$200,228,711	\$204,416,756
Less: Base Assessed Value (1)	<u>(151,646,947)</u>	<u>(155,939,094)</u>
Estimated Incremental Assessed Value	48,581,764	48,477,662
Times: Net Tax Rate (2)	<u>\$3.2582</u>	<u>\$3.2582</u>
Estimated Tax Increment	1,582,890	1,579,500
Less: Estimated Circuit Breaker Tax Credit (3)	<u>(32,170) (4)</u>	<u>(32,100)</u>
Estimated Net Tax Increment	<u><u>\$1,550,720</u></u>	<u><u>\$1,547,400</u></u>
Actual Collections (1)	<u><u>\$697,626 (5)</u></u>	

- (1) Per the Elkhart County Auditor's Office.
- (2) Represents the certified pay 2019 tax rate for the Goshen City-Elkhart Township taxing district of \$3.5946, less the referendum rate for Goshen Community School Corporation of \$0.3364.
- (3) Estimated based upon legislation that caps property taxes for residential homestead property at 1% of gross assessed value, other residential property, including apartments and agricultural land at 2% of gross assessed value, and commercial property taxes at 3% of gross assessed value. Accounts for 'the 2019 Local Income Tax Property Tax Replacement Credit of 5.9377%.
- (4) Per the 2019 PVDNet Abstract Worksheet-TIF provided by the Elkhart County Auditor's office.
- (5) Represents the Spring 2019 distribution.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

*Southeast Economic Development Area*

**AMORTIZATION OF \$2,410,000 PRINCIPAL AMOUNT OF OUTSTANDING  
REDEVELOPMENT DISTRICT REFUNDING BONDS OF 2015**

**Bonds dated February 26, 2015**

<u>Payment Date</u>	<u>Principal Outstanding</u>	<u>Principal</u>	<u>Interest Rates</u>	<u>Interest</u>	<u>Total Debt Service</u>	<u>Budget Year Debt Service</u>
07/01/19	\$2,410,000			\$21,087.50	\$21,087.50	
01/01/20	2,410,000	\$375,000	1.75%	21,087.50	396,087.50	\$417,175.00
07/01/20	2,035,000			17,806.25	17,806.25	
01/01/21	2,035,000	385,000	1.75%	17,806.25	402,806.25	420,612.50
07/01/21	1,650,000			14,437.50	14,437.50	
01/01/22	1,650,000	395,000	1.75%	14,437.50	409,437.50	423,875.00
07/01/22	1,255,000			10,981.25	10,981.25	
01/01/23	1,255,000	410,000	1.75%	10,981.25	420,981.25	431,962.50
07/01/23	845,000			7,393.75	7,393.75	
01/01/24	845,000	420,000	1.75%	7,393.75	427,393.75	434,787.50
07/01/24	425,000			3,718.75	3,718.75	
01/01/25	425,000	425,000	1.75%	3,718.75	428,718.75	432,437.50
<b>Totals</b>		<u>\$2,410,000</u>		<u>\$150,850.00</u>	<u>\$2,560,850.00</u>	<u>\$2,560,850.00</u>

Note: The Bonds are callable on January 1, 2023.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

*Southeast Economic Development Area*

**AMORTIZATION OF \$4,310,000 PRINCIPAL AMOUNT OF OUTSTANDING  
ECONOMIC DEVELOPMENT LEASE RENTAL REFUNDING BONDS OF 2015**

**Bonds dated June 19, 2015**

<u>Payment Date</u>	<u>Principal Outstanding</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Interest</u>	<u>Total Debt Service</u>	<u>Budget Year Debt Service</u>	<u>Annual Lease Payments (1)</u>
07/15/19	\$4,310,000			\$58,185.00	\$58,185.00		
01/15/20	4,310,000	\$285,000	2.70%	58,185.00	343,185.00	\$397,522.50	\$403,000
07/15/20	4,025,000			54,337.50	54,337.50		
01/15/21	4,025,000	290,000	2.70%	54,337.50	344,337.50	394,760.00	400,000
07/15/21	3,735,000			50,422.50	50,422.50		
01/15/22	3,735,000	295,000	2.70%	50,422.50	345,422.50	391,862.50	397,000
07/15/22	3,440,000			46,440.00	46,440.00		
01/15/23	3,440,000	300,000	2.70%	46,440.00	346,440.00	388,830.00	394,000
07/15/23	3,140,000			42,390.00	42,390.00		
01/15/24	3,140,000	300,000	2.70%	42,390.00	342,390.00	380,730.00	386,000
07/15/24	2,840,000			38,340.00	38,340.00		
01/15/25	2,840,000	310,000	2.70%	38,340.00	348,340.00	382,495.00	388,000
07/15/25	2,530,000			34,155.00	34,155.00		
01/15/26	2,530,000	820,000	2.70%	34,155.00	854,155.00	877,240.00	883,000
07/15/26	1,710,000			23,085.00	23,085.00		
01/15/27	1,710,000	845,000	2.70%	23,085.00	868,085.00	879,762.50	885,000
07/15/27	865,000			11,677.50	11,677.50		
01/15/28	865,000	865,000	2.70%	11,677.50	876,677.50	876,677.50	882,000
Totals		<u>\$4,310,000</u>		<u>\$718,065.00</u>	<u>\$5,028,065.00</u>	<u>\$4,969,880.00</u>	<u>\$5,018,000</u>

(1) The lease rental payments are based upon the debt service in each twelve-month period ending July 15, rounded up to the nearest \$1,000 plus \$5,000.

Note: The Bonds are callable on January 15, 2023.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)



GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

*Southeast Economic Development Area*

**COMPARISON OF ESTIMATED COMBINED ANNUAL TAX INCREMENT AND OUTSTANDING OBLIGATIONS**

Estimated Tax Increment			Outstanding Obligations				Estimated Tax Increment Remaining
			Redevelopment District Refunding Bonds of 2015	Economic Development Lease Rental Refunding Bonds of 2015	Estimated Reimbursed Tax Increment	Total	
Century Drive	Southeast	Total	(5)	(6)	(7)		
(3)	(4)						
\$1,265,510	\$1,550,720	\$4,971,850	(\$417,175)	(\$403,000)	(\$477,350)	\$3,674,325	
1,324,260	1,547,400	5,045,030	(420,613)	(400,000)	(522,890)	3,701,528	
1,367,510	1,547,400	5,088,280	(423,875)	(397,000)	(522,890)	3,744,515	
1,402,250	1,547,400	5,123,020	(431,963)	(394,000)	(825,963)	4,297,058	
1,436,050	1,547,400	5,156,820	(434,788)	(386,000)	(820,788)	4,336,033	
1,445,930	1,547,400	5,166,700	(432,438)	(388,000)	(820,438)	4,346,263	
1,445,930	1,547,400	5,166,700		(883,000)	(883,000)	4,283,700	
1,445,930	1,547,400	5,166,700		(885,000)	(885,000)	4,281,700	
1,445,930	1,547,400	5,166,700		(882,000)	(882,000)	4,284,700	
<u>\$12,579,300</u>	<u>\$13,929,920</u>	<u>\$46,051,800</u>	<u>(\$2,560,850)</u>	<u>(\$5,018,000)</u>	<u>(\$1,523,130)</u>	<u>\$36,949,820</u>	

11, 2016, the TIF Revenues generated from the value of the structures located on certain parcels will be reimbursed and paid to in 2018.

(Subject to the comments in the attached Report dated November 12, 2019 of Baker Tilly Municipal Advisors, L.L.C.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

***Southeast Economic Development Area***

**HISTORICAL TAX INCREMENT DISTRIBUTIONS**

Taxes Payable Year	Distribution (1)			
	Keystone 1	Keystone II	Century Drive	Southeast
2007	\$796,784	\$151,031	\$572,241	
2008	1,094,634	160,709	256,748 (2)	
2009	1,257,612	174,983	599,289	
2010	981,700	157,520	477,059	
2011	1,145,378	161,285	582,697	
2012	823,498	73,413	481,106	
2013	845,908	74,859	513,065	
2014	991,410	74,859	570,806	
2015	1,113,872	78,462	657,692	\$228,963
2016	1,165,967	82,146	752,052	307,674
2017	1,424,155	82,596	978,112	404,920
2018	1,422,416	82,978	896,794	487,508
2019 (3)	1,089,995	70,817	623,854	697,626

(1) Per the Elkhart County Auditor's office.

(2) The 2008 settlement for the Century Drive Area was \$645,519. Refunds totaling \$388,771 reduced the 2008 settlement to \$256,748.

(3) Represents the Spring 2019 distribution only.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

***Southeast Economic Development Area***

**SUMMARY OF CURRENT ACCOUNT BALANCES**

<u>Fund Name</u>	<u>Fund No.</u>	<u>Current Balance</u>
Southeast Economic Development Area Allocation Fund (1)	473	\$3,701,325.84
2015 Refunding Bonds Debt Service Reserve (1) (2)	323	217,393.75
2015 Refunding LR Bonds Debt Service Reserve (3) (4)	508400	510,500.00
2015 Refunding LR Bonds Debt Service Reserve Interest Acct (4)	508401	1,806.97
TIF Bond and Interest Fund (1)	324	(261,691.83) (5)

- (1) Per the Goshen Clerk-Treasurer's office as of October 18, 2019.
- (2) The minimum balance required in the 2015 Refunding Bonds Debt Service Reserve is \$217,393.75.
- (3) The minimum balance required in the 2015 Refunding LR Bonds Debt Service Reserve is \$510,500.00.
- (4) Per the Trustee, BNY Mellon Corporate Trust as of October 17, 2019.
- (5) The City will transfer funds from the Allocation Fund to the TIF Bond and Interest Fund.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**PLYMOUTH AVENUE  
ECONOMIC DEVELOPMENT AREA**

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

***Plymouth Avenue Economic Development Area***

GENERAL COMMENTS

Outstanding Bonds: Sources of Repayment and Security

Currently, there are no outstanding bonds in the Plymouth Avenue Economic Development Area.

Background Information Concerning the Area and the Tax Increment

On November 13, 2007, the Commission adopted a Declaratory Resolution (the "Declaratory Resolution") to establish the **Plymouth Avenue Economic Development Area** (the "Area") as an allocation area for purposes of capturing Tax Increment from new developments in the Area. The base assessment date for the Area is March 1, 2007. The Area will end no later than December 31, 2019.

The Plymouth Avenue Economic Development Area is made up of eight (8) acres of real estate in Elkhart Township generally located south of Plymouth Avenue, east of County Road 19 (Greene Road), west of Indiana Avenue, and north of County Road 36.

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

***Plymouth Avenue Economic Development Area***

**ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT**

	Taxes Payable Year	
	2019	2020
Net Assessed Value (1)	\$1,866,800	\$1,839,000
Less: Base Assessed Value (1)	<u>(6,856)</u>	<u>(6,754)</u>
Estimated Incremental Assessed Value	1,859,944	1,832,246
Times: Net Tax Rate (2)	<u>\$3.2582</u>	<u>\$3.2582</u>
Estimated Tax Increment	60,600	59,700
Less: Estimated Circuit Breaker Tax Credit (3)	<u>(1,260) (4)</u>	<u>(1,240)</u>
Estimated Net Tax Increment	<u><u>\$59,340</u></u>	<u><u>\$58,460</u></u>
Actual Collections (1)	<u><u>\$29,296</u></u> (5)	

- (1) Per the Elkhart County Auditor's Office.
- (2) Represents the certified pay 2019 tax rate for the Goshen City-Elkhart Township taxing district of \$3.5946, less the referendum rate for Goshen Community School Corporation of \$0.3364.
- (3) Estimated based upon legislation that caps property taxes for residential homestead property at 1% of gross assessed value, other residential property, including apartments and agricultural land at 2% of gross assessed value, and commercial property taxes at 3% of gross assessed value. Accounts for the 2019 Local Income Tax Property Tax Replacement Credit of 5.9377%.
- (4) Per the 2019 PVDNet Abstract Worksheet-TIF provided by the Elkhart County Auditor's office.
- (5) Represents the Spring 2019 distribution.
- (6) The Area will end December 31, 2019 and the final collections will be in taxes payable 2020.

(Subject to the comments in the attached Report dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

*Plymouth Avenue Economic Development Area*

**HISTORICAL TAX INCREMENT DISTRIBUTION**

<u>Taxes Payable</u> <u>Year</u>	<u>Distribution</u>
2009	(1) \$57,142
2010	57,222
2011	57,882
2012	57,311
2013	54,245
2014	56,368
2015	60,384
2016	60,887
2017	62,012
2018	57,628
2019 (2)	29,296

(1) Per the Elkhart County Auditor's office.

(2) Represents the 2019 Spring distribution.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)



**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

*Plymouth Avenue Economic Development Area*

**SUMMARY OF CURRENT ACCOUNT BALANCES**

<u>Fund Name</u>	<u>Fund No.</u>	<u>Balance as of October 31, 2018</u>
Allocation Fund	484	(1) \$466,949.57

(1) Per the Goshen Clerk-Treasurer's office as of October 18, 2019.

(Subject to the comments in the attached Report dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

**LIPPERT/DIERDORFF  
ECONOMIC DEVELOPMENT AREA**

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

***Lippert/Dierdorff Economic Development Area***

GENERAL COMMENTS

Outstanding Bonds: Sources of Repayment and Security

Currently, there are no outstanding bonds in the Lippert/Dierdorff Economic Development Area.

Background Information Concerning the Area and the Tax Increment

On March 13, 2018, the Commission adopted a Declaratory Resolution (the "Declaratory Resolution") to establish the **Lippert/Dierdorff Economic Development Area** (the "Area") as an allocation area for purposes of capturing Tax Increment from new developments in the Area. The base assessment date for the Area is January 1, 2018. The area will end no later than 25 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from Tax Increment, or as otherwise required by law.

**GOSHEN (INDIANA) REDEVELOPMENT COMMISSION**

*Lippert Economic Development Area*

**ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT**

	Taxes Payable Year	
	2019	2020
<b><i>Elkhart Township (014)</i></b>		
Net Assessed Value (1)	\$47,465	\$126,300
Less: Base Assessed Value (1)	(47,465)	(47,465)
Estimated Incremental Assessed Value	0	78,835
Times: Net Tax Rate (2)	\$1.8459	\$1.8459
Estimated Tax Increment	0	1,460
Less: Estimated Circuit Breaker Tax Credit (3)	0	0
Estimated Net Tax Increment	\$0	\$1,460
<hr/>		
<b><i>Goshen City-Elkhart Township (015)</i></b>		
Net Assessed Value (1)	\$52,927,231	\$54,990,931
Less: Base Assessed Value (1)	(52,927,231)	(52,927,231)
Estimated Incremental Assessed Value	0	2,063,700
Times: Net Tax Rate (4)	\$3.2582	\$3.2582
Estimated Tax Increment	0	67,240
Less: Estimated Circuit Breaker Tax Credit (3)	0	0
Estimated Net Tax Increment	\$0	\$67,240
<hr/>		
Total Estimated Incremental Assessed Value	\$0	\$2,142,535
Total Estimated Tax Increment	\$0	\$68,700

- (1) Per the Elkhart County Auditor's Office.
- (2) Represents the certified pay 2019 tax rate for the Elkhart Township taxing district of \$2.1823, less the referendum rate for Goshen Community School Corporation of \$0.3364.
- (3) Estimated based upon legislation that caps property taxes for residential homestead property at 1% of gross assessed value, other residential property, including apartments and agricultural land at 2% of gross assessed value, and commercial property taxes at 3% of gross assessed value. Accounts for the 2019 Local Income Tax Property Tax Replacement Credit of 5.9377%.
- (4) Represents the certified pay 2019 tax rate for the Goshen City-Elkhart Township taxing district of \$3.5946, less the referendum rate for Goshen Community School Corporation of \$0.3364.

(Subject to the comments in the attached Report  
dated November 12, 2019 of Baker Tilly Municipal Advisors, LLC.)

# **APPENDIX A**

## APPENDIX A

### TAX INCREMENT, PROPERTY TAXES AND RECENT LEGISLATION

Tax Increment consists of the tax proceeds attributable to all real property and (if designated) certain designated depreciable personal property assessed value within the Allocation Areas, as of the assessment date, in excess of the base assessed value as defined in IC 36-7-14-39(a). The base assessed value means the net assessed value of all the property in the allocation areas as finally determined for the assessment date immediately preceding the effective date of a declaratory resolution adopted pursuant to IC 36-7-14-39 establishing the allocation areas.

Personal property values are assessed January 1 of every year and are self-reported by property owners to assessors using prescribed forms. The completed personal property return must be filed with the assessors no later than May 15. Pursuant to State law, personal property is assessed at its actual historical cost less depreciation, in accordance with 50 IAC 4.2, the Department of Local Government Finance (DLGF) Rules for the Assessment of Tangible Personal Property. Beginning January 1, 2016 pursuant to IC 6-1.1-3-7.2, State law automatically exempts the acquisition cost of a taxpayer's total business personal property in a county if the total business personal property is less than twenty thousand dollars (\$20,000) for that assessment date.

Pursuant to State law, real property is valued for assessment purposes at its "true tax value" as defined in the Real Property Assessment Rule, 50 IAC 2.4, the 2011 Real Property Assessment Manual ("Manual"), as incorporated into 50 IAC 2.4 and the 2011 Real Property Assessment Guidelines, Version A ("Guidelines"), as adopted by the DLGF. P.L. 204-2016, SEC. 3, enacted in 2016, retroactive to January 1, 2016, amended State law to provide that "true tax value" for real property does not mean the value of the property to the user and that true tax value shall be determined under the rules of the DLGF. As a result of P.L. 204-2016, the DLGF has begun the process of amending the Manual. In the case of agricultural land, true tax value shall be the value determined in accordance with the Guidelines and IC 6-1.1-4, as amended by P.L. 180-2016. Except for agricultural land, as discussed below, the Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease of administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal method, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they produce "accurate and uniform values throughout the jurisdiction and across all classes of property". The Manual specifies the standards for accuracy and validation that the DLGF uses to determine the acceptability of any alternative appraisal method. "Net Assessed Value" or "Taxable Value" represents the "Gross Assessed Value" less certain deductions for mortgages, veterans, the aged, the blind, economic revitalization areas, resource recovery systems, rehabilitated residential property, solar energy systems, wind power devices, hydroelectric systems, geothermal devices and tax-exempt property. The "Net Assessed Value" or "Taxable Value" is the assessed value used to determine tax rates.

Changes in assessed values of real property occur periodically as a result of the county's reassessment plan, as well as when changes occur in the property value due to new construction or demolition of improvements. Before July 1, 2013, and before May 1 of every fourth year thereafter, each county assessor will prepare and submit to the DLGF a reassessment plan for the county. The DLGF must complete its review and approval of the reassessment plan before January 1 of the year following the year in which the reassessment plan is submitted by the county. The reassessment plan must divide all parcels of real property in the county into four (4) different groups of parcels. Each group of parcels must contain approximately twenty-five percent (25%) of the parcels within each class of real property in the county. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each four (4) year cycle. The reassessment of a group of parcels in a particular class of real property shall begin on May 1 of a year, and must be completed on or before January 1 of the year after the year in which the reassessment of the group of parcels begins. For real property included in a group of parcels that is reassessed, the reassessment is the basis for taxes payable in the year following the year in which the reassessment is to be completed. The county may submit a reassessment plan that provides for reassessing more than twenty-five percent (25%) of all parcels of real property in the county in a particular year. A plan may provide that all parcels are to be reassessed in one (1) year. However, a plan must cover a four (4) year period. All real property in each group of parcels shall be reassessed under the county's current reassessment plan once during each reassessment cycle. The reassessment of the first group of parcels under a county's reassessment plan began on May 1, 2018, and was to be completed on or before January 1, 2019. Since 2007, all real property assessments are revalued annually to reflect market value based on comparable sales data ("Trending"). When a change in assessed value occurs, a written notification is sent to the

## APPENDIX A

### TAX INCREMENT, PROPERTY TAXES AND RECENT LEGISLATION (Cont'd)

affected property owner. If the owner wishes to appeal this action, the owner may file a petition requesting a review of the action. This petition must be filed with the county assessor in which the property is located within 45 days after the written notification is given to the taxpayer or May 10 of that year, whichever is later. While the appeal is pending, the taxpayer may pay taxes based on the current year's tax rate and the previous or current year's assessed value. Since 2018, the County Auditor is required to submit to the DLGF, parcel level data of certified net assessed values as required by and according to a schedule provided by the DLGF.

The DLGF is required to adjust the base net assessed value after a general reassessment of property and after each annual trending of property values for the purpose of neutralizing the effects on Tax Increment. In making such an adjustment, the DLGF is required to exclude any appealed assessed values until such appeals are resolved. Delays in the reassessment or the trending process, the inability to neutralize the effect of reassessment, trending or appeals, could adversely affect the Tax Increment. No adjustment has been made for future general reassessments or for the annual trending of assessed values to the Tax Increment estimates contained in this report.

The incremental assessed values are determined by subtracting the base net assessed values from the current net assessed values as of the assessment dates. The incremental assessed values are then multiplied by the current property tax rate to determine the Tax Increment. After property taxes are paid to the County Treasurer on or before each May 10 and November 10, such taxes are paid over to the County Auditor who, based on previous year's certification, pays the portion of property tax receipts which represents Tax Increment into the Allocation Fund on or before June 30 or December 31.

In 2008, the Indiana General Assembly made changes to local government funding and property taxes in Indiana. At that time, IC 6-1.1-21.2 was amended to allow several methods to replace Tax Increment decreases resulting from actions of the Indiana General Assembly or the DLGF (to the extent legislative or DLGF changes cause Tax Increment to be inadequate to pay debt service and contractual obligations), including a property tax levy imposed on the District (the "TIF Replacement Levy"). It is not currently anticipated that such a shortfall will occur, and, therefore, no TIF Replacement Levy was assumed in the Tax Increment estimates contained in this report.

Article 10, Section 1 of the Constitution of the State of Indiana (the "Constitutional Provision") provides that, for property taxes first due and payable in 2012 and thereafter, the Indiana General Assembly shall, by law, limit a taxpayer's property tax liability to a specified percentage of the gross assessed value of the taxpayer's real and personal property. IC 6-1.1-20.6 (the "Statute") authorizes such limits in the form of a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit (the "Circuit Breaker Tax Credit"). For property assessed as a homestead (as defined in IC 6-1.1-12-37), the Circuit Breaker Tax Credit is equal to the amount by which the property taxes attributable to the homestead exceed 1% of the gross assessed value of the homestead. Property taxes attributable to the gross assessed value of other residential property, agricultural property, and long-term care facilities are limited to 2% of the gross assessed value, property taxes attributable to other non-residential real property and personal property are limited to 3% of the gross assessed value. The Statute provides additional property tax limits for property taxes paid by certain senior citizens.

If applicable, the Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. A political subdivision may not increase its property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

The Circuit Breaker Tax Credit is estimated to reduce the Tax Increment revenues within the Allocation Areas by the amounts shown in this Report.

## APPENDIX A

### RISKS OF TAX INCREMENT AND ESTIMATES

- a. **General Risks Related to Tax Increment Collection include:** (i) destruction of property in the Allocation Areas caused by natural disaster; (ii) delinquent taxes or adjustments of or appeals on assessments by property owners in the Allocation Areas; (iii) a decrease in the assessed value of properties in the Allocation Areas due to increases in depreciation, obsolescence, legislative changes affecting the assessment, or other factors by the assessor; (iv) acquisition of property in the Allocation Areas by a tax-exempt entity; (v) removal or demolition of real property improvements by property owners in the Allocation Areas; (vi) a decrease in property tax rates; (vii) the General Assembly, the courts, the DLGF or other administrative agencies with jurisdiction in the matter could enact new laws or regulations or interpret, amend, alter, change or modify the laws or regulations governing the calculation, collection, definition or distribution of Tax Increment including laws or regulations relating to reassessment, or a revision in the property tax system could adversely affect the Tax Increment. Any such changes could cause the Tax Increment to fall below the levels set forth in the estimates shown in this Report.
- b. **Reduction of Tax Rates or Tax Collection Rates:** The Tax Increment estimates assume that the property tax rates will remain at approximately the same level throughout future years. Any substantial increase in State funding, federal aid or other sources of local revenues which would reduce local required fiscal support for certain public programs or any substantial increase in assessments outside the Allocation Areas could reduce the rates of taxation by the taxing bodies levying taxes upon property with the Allocation Areas and have an adverse effect on the amount of Tax Increment received by the Commission. Economic conditions or administrative action could reduce the collection rate achieved by the Redevelopment Commission within its jurisdiction, including the Allocation Areas.
- c. **Effects of Property Tax Relief Local Income Tax (LIT):** Eligible uses for LIT taxes include credits against property taxes, and this use provides for a reduction in effective tax rates for property taxpayers resulting in a reduction in the amount of Tax Increment received by the Commission. If there is an adjustment in the property tax relief LIT, then the change could have an impact on the amount of Tax Increment generated in the Allocation Areas.
- d. **Circuit Breaker Tax Credit:** The Circuit Breaker Tax Credit provides different levels of tax caps for various classes of property taxpayers. (See "Circuit Breaker Tax Credit" herein.) The Tax Increment is estimated to be reduced by the Circuit Breaker Tax Credit as shown this Report. There can be no assurance that the levies and tax rates of the Redevelopment Commission and overlapping taxing units will not increase in some future year to the point of causing the Circuit Breaker Tax Credit to be further applied to property taxpayers' tax bills.
- e. **Reassessment and trending:** Property values change periodically due to reassessment and trending. The DLGF is required by law to annually neutralize the effect of a reassessment on property within tax increment allocation areas, including the Allocation Areas. Delays in the reassessment and trending process, the inability to neutralize the effect of reassessment, or appeals of reassessments could adversely affect Tax Increment.
- f. **Delayed Tax Distribution:** In the event of delinquent taxes and delayed billing, collection or distribution by the County of ad valorem property taxes levied in the District, sufficient funds may not be available to the Commission in time to pay the debt service when due. This risk is inherent in all property tax-supported obligations.



**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 November 12, 2019.

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Thomas W. Stump, President

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Andrea Johnson, Secretary

## **AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE**

THIS AGREEMENT is made and entered into on November \_\_\_\_\_, 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, 46528, and more particularly described in Exhibit A and depicted in 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 20-11-10-177-016.000-015. The portion to be permanently transferred is described in Exhibit A (Right of Way Taking) and shown on Exhibit B (Right of Way Parcel Plat).

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. The portion of the real estate to be taken on a temporary basis is described in Exhibit C (Garber Residual Parcel). The portion of the real estate that consists of the existing garage is described in Exhibit D (Garage Parcel).

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 Three Hundred Dollars (\$300.00).
- (2) Reimbursement for appraisal expenses incurred by Sellers for 921 E. Lincoln Avenue Eight Hundred Dollars (\$800.00).
- (3) Reimbursement for title search, closing costs including abstract fees, closing protection letter, closing coordination fees, document preparation fees, endorsement fee, lender title insurance, settlement closing fee, credit report fee, flood certification fee, mortgagor electronic registration system, and recording fees for the replacement home in the amount of One Thousand Three Hundred Seventy-Nine Dollars and Fifteen Cents (\$1,379.15).

## **APPRAISALS**

Mark Kramer, Robert Dorsam, and Schultz Appraisal Services, Inc. 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 November 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 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"**

SHEET 1 OF 2

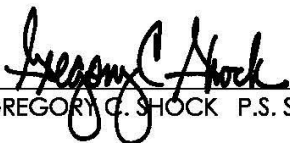
**PROJECT #: 19-0916**  
**PARCEL#: RIGHT OF WAY TAKING**  
**KEY #: 20-11-10-177-016.000-015**  
**GRANTOR: BRIAN D. GARBER**  
**GRANTEE: CITY OF GOSHEN**

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA AND BEING PART OF THE PARCEL OF LAND CONVEYED TO BRIAN D. GARBER AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER IN INSTRUMENT NUMBER 2004 36829, ALSO KNOWN AS LOT NUMBER ONE HUNDRED-ONE (101) OF THE UNRECORDED PLAT OF HASTINGS LINCOLN AVENUE ADDITION TO THE CITY OF GOSHEN, AS DEPICTED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT AS THE BRIAN D. GARBER PARCEL, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF LINCOLN AVENUE FIVE HUNDRED AND SIXTY-SIX AND THREE TENTHS (566.3) FEET IN A NORTHEASTERLY DIRECTION FROM THE SOUTHEAST CORNER OF LOT NUMBER ONE (1) IN LETTIE MERCER'S ADDITION TO THE CITY OF GOSHEN, BEING THE INTERSECTION OF THE NORTHERLY LINE OF LINCOLN AVENUE WITH THE EAST LINE OF STEURY AVENUE (FORMERLY VERNON STREET) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 18 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF SAID STEURY AVENUE, A DISTANCE OF 49.62 FEET TO POINT "204" AS DESIGNATED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT; THENCE SOUTH 31 DEGREES 30 MINUTES 04 SECONDS EAST, A DISTANCE OF 28.19 FEET TO POINT "205" AS DESIGNATED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT; THENCE SOUTH 75 DEGREES 39 MINUTES 23 SECONDS EAST, A DISTANCE OF 27.54 FEET TO POINT "206" AS DESIGNATED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT; THENCE NORTH 72 DEGREES 41 MINUTES 35 SECONDS EAST, A DISTANCE OF 2.89 FEET TO POINT "207" AS DESIGNATED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT AND BEING A POINT ON THE EAST LINE OF THE GRANTOR'S LAND; THENCE SOUTH 00 DEGREES 18 MINUTES 40 SECONDS EAST ALONG THE EAST LINE OF THE GRANTOR'S LAND, A DISTANCE OF 6.66 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID LINCOLN AVENUE; THENCE SOUTH 73 DEGREES 33 MINUTES 24 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID LINCOLN AVENUE, A DISTANCE OF 45.80 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 908 SQUARE FEET OR 0.02 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

THIS DESCRIPTION WAS PREPARED FOR THE CITY OF GOSHEN, INDIANA, BY GREGORY C. SHOCK, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER S0484, ON OCTOBER 30, 2019.

 10-30-19  
GREGORY C. SHOCK P.S. S0484 DATE

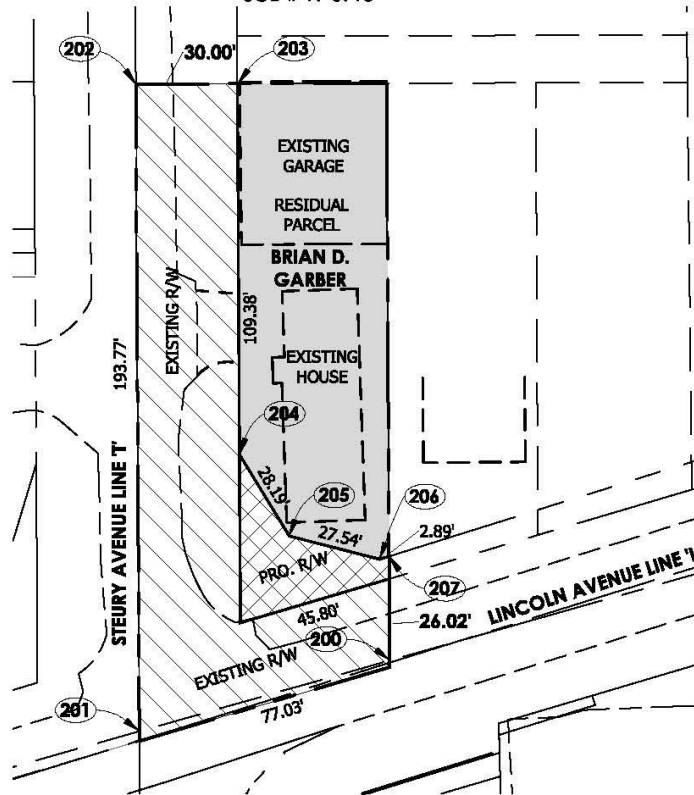


**EXHIBIT "B"**

**SHEET 1 OF 1**

**RIGHT-OF-WAY PARCEL PLAT**

PREPARED BY ABONMARCHÉ CONSULTANTS, INC. FOR ELKHART COUNTY, INDIANA  
JOB # 19-0916






**NOTE:**  
SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS.\*

STATIONS AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

COORDINATE CHART (U.S. SURVEY FEET)					
POINT	CENTERLINE	STATION	OFFSET	NORTHING	EASTING
200	L	150+77.22	0.00'	8537.4731	9760.8226
201	L	149+99.81	0.00'	8516.6074	9686.9353
202	T	111+93.77	0.00'	8707.5120	9685.8992
203	T	111+93.70	30.00' R	8707.6042	9715.8991
204	T	110+84.32	30.00' R	8598.2274	9716.4928
205	T	110+60.21	44.60' R	8574.1943	9731.2208
206	L	150+83.51	30.00' L	8576.3721	9757.9003
207	L	150+86.39	30.00' L	8568.2308	9760.6562

**AREAS OF TAKING**

-  = EXISTING R/W, 0.16 ACRE±
-  = PROPOSED R/W, 0.02 ACRE±
-  = RESIDUAL PARCEL, 0.133 ACRE±

**LAND SURVEYOR'S STATEMENT**

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL ROUTE SURVEY" RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, (INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY, EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 (RULE 12).

**OWNER: BRIAN D. GARBER**

**PARCELS: N/A**

**PARCEL ROAD: LINCOLN AVENUE**

**COUNTY: ELKHART**

**SECTION: 10**

**TOWNSHIP: 36 NORTH**

**RANGE: 6 EAST**

**PROJECT: 19-0916**

**DES. NO.: N/A**

**CODE: N/A**

**ABONMARCHÉ**

1009 South Ninth Street  
Goshier, IN 46626  
1 874.533.9913  
F 374.333.9911  
abonmarcche.com

Battle Creek  
Benton Harbor  
Lafayette  
South Bend

South Bend  
Hobart  
South Haven  
Valparaiso

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**DRAWN BY: ZDH**  
**CHECKED BY: GCS**  
**QA/QC BY: GCS**

**DATE: 09-05-2019**  
**DATE: 10-30-2019**  
**DATE: 10-30-2019**

**QUIT CLAIM DEED INSTRUMENT NO. 2004 36829**

**TAX KEY NO.: 20-11-10-177-016.000-015**

**TAKING : 0.18 AC.±**

## EXHIBIT "C"

SHEET 1 OF 1


**PROJECT #: 19-0916**  
**PARCEL#: GARBER RESIDUAL PARCEL**  
**KEY #: 20-11-10-177-016.000-015**  
**GRANTOR: BRIAN D. GARBER**  
**GRANTEE: CITY OF GOSHEN**

### LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA AND BEING PART OF THE PARCEL OF LAND CONVEYED TO BRIAN D. GARBER AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER IN INSTRUMENT NUMBER 2004 36829, ALSO KNOWN AS LOT NUMBER ONE HUNDRED-ONE (101) OF THE UNRECORDED PLAT OF HASTINGS LINCOLN AVENUE ADDITION TO THE CITY OF GOSHEN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF LINCOLN AVENUE FIVE HUNDRED AND SIXTY-SIX AND THREE TENTHS (566.3) FEET IN A NORTHEASTERLY DIRECTION FROM THE SOUTHEAST CORNER OF LOT NUMBER ONE (1) IN LETTIE MERCER'S ADDITION TO THE CITY OF GOSHEN, BEING THE INTERSECTION OF THE NORTHERLY LINE OF LINCOLN AVENUE WITH THE EAST LINE OF STEURY AVENUE (FORMERLY VERNON STREET); THENCE NORTH 00 DEGREES 18 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF SAID STEURY AVENUE, A DISTANCE OF 49.62 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 31 DEGREES 30 MINUTES 04 SECONDS EAST, A DISTANCE OF 28.19 FEET; THENCE SOUTH 75 DEGREES 39 MINUTES 23 SECONDS EAST, A DISTANCE OF 27.54 FEET; THENCE NORTH 72 DEGREES 41 MINUTES 35 SECONDS EAST, A DISTANCE OF 2.89 FEET TO THE EAST LINE OF THE GRANTOR'S LAND; THENCE NORTH 00 DEGREES 18 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF THE GRANTOR'S LAND, A DISTANCE OF 139.51 FEET TO THE NORTHEAST CORNER OF THE GRANTOR'S LAND; THENCE SOUTH 89 DEGREES 49 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID GRANTOR'S LAND, A DISTANCE OF 44.00 FEET TO THE NORTHWEST CORNER OF THE GRANTOR'S LAND; THENCE SOUTH 00 DEGREES 18 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF SAID STEURY AVENUE, A DISTANCE OF 109.38 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 5.806 SQUARE FEET OR 0.133 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

THIS DESCRIPTION WAS PREPARED FOR THE CITY OF GOSHEN, INDIANA, BY GREGORY C. SHOCK, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER S0484, ON OCTOBER 30, 2019.

  
GREGORY C. SHOCK P.S. S0484      10-30-19  
DATE





**EXHIBIT "D"**

SHEET 1 OF 1

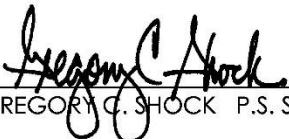
**PROJECT #: 19-0916**  
**PARCEL#: GARAGE PARCEL**  
**KEY #: 20-11-10-177-016.000-015**  
**GRANTOR: CITY OF GOSHEN**  
**GRANTEE: BRIAN D. GARBER**

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA AND BEING PART OF THE PARCEL OF LAND FORMERLY CONVEYED TO BRIAN D. GARBER AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER IN INSTRUMENT NUMBER 2004 36829, ALSO KNOWN AS LOT NUMBER ONE HUNDRED-ONE (101) OF THE UNRECORDED PLAT OF HASTINGS LINCOLN AVENUE ADDITION TO THE CITY OF GOSHEN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF LINCOLN AVENUE FIVE HUNDRED AND SIXTY-SIX AND THREE TENTHS (566.3) FEET IN A NORTHEASTERLY DIRECTION FROM THE SOUTHEAST CORNER OF LOT NUMBER ONE (1) IN LETTIE MERCER'S ADDITION TO THE CITY OF GOSHEN, BEING THE INTERSECTION OF THE NORTHERLY LINE OF LINCOLN AVENUE WITH THE EAST LINE OF STEURY AVENUE (FORMERLY VERNON STREET); THENCE NORTH 00 DEGREES 18 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF SAID STEURY AVENUE, A DISTANCE OF 101.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 40 SECONDS WEST ON THE EAST LINE OF SAID STEURY AVENUE, A DISTANCE OF 57.60 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 26 SECONDS EAST, A DISTANCE OF 44.00 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 40 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID STEURY AVENUE, A DISTANCE OF 57.50 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 20 SECONDS WEST, A DISTANCE OF 44.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 2,532 SQUARE FEET OR 0.05 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

THIS DESCRIPTION WAS PREPARED FOR THE CITY OF GOSHEN, INDIANA, BY GREGORY C. SHOCK, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER S0484, ON OCTOBER 30, 2019.

  
GREGORY C. SHOCK P.S. S0484      10-30-19      DATE



## **RESOLUTION 64-2019**

### **Ratify Execution of Agreement with TecServ Environmental, Inc. for Asbestos Assessment for Eight (8) Structures on East Lincoln Avenue**

WHEREAS the Goshen Redevelopment Commission passed Resolution 61-2019 authorizing the Community Development Director Mark Brinson to negotiate and execute an agreement with TecServ Environmental, Inc. for asbestos assessment of eight structures on East Lincoln Avenue.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the contract with TecServ Environmental, Inc. for asbestos assessment of eight structures on East Lincoln Avenue 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 and Goshen Redevelopment Commission.

PASSED and ADOPTED on November 12, 2019

---

Thomas W. Stump, President

---

Andrea Johnson, Secretary

## AGREEMENT

### Asbestos Inspections at 8 East Lincoln Avenue Residential Structures

THIS AGREEMENT is entered into on this 9<sup>th</sup> day of October, 2019, between TecServ Environmental, Inc., hereinafter referred to as "Consultant", and the City of Goshen by its Redevelopment Commission, hereinafter referred to as "City".

WHEREAS, the City plans to have eight (8) East Lincoln residential properties demolished to facilitate a road construction/widening project. Asbestos assessments on the properties are required and are necessary to be included in the bid specification documents.

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to provide asbestos inspections on eight (8) East Lincoln Avenue residential structures.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

#### SCOPE OF SERVICES

Consultant's services under this Agreement consists of asbestos inspections on the following eight (8) East Lincoln Avenue residential structures:

1. 622 E. Lincoln Avenue – Currently occupied, City in the process of acquiring  
1,600 sq ft two-story residential structure  
Constructed in 1900
2. 624 E. Lincoln Avenue – Vacant, City-owned  
1,200 sq ft two-story residential structure  
Constructed in 1900
3. 700 E. Lincoln Avenue – Vacant, City-owned  
1,200 sq ft two-story residential structure  
Constructed in 1900
4. 702 E. Lincoln Avenue – Currently occupied, City-owned  
1,600 sq ft two-story residential structure  
Constructed in 1900
5. 704 E. Lincoln Avenue – Vacant, City-owned  
1,500 sq ft two-story residential structure  
Constructed in 1900
6. 708 E. Lincoln Avenue – Currently Occupied, City in the process of acquiring  
1,500 sq ft two-story residential structure with a 575 sq ft detached garage  
Constructed in 1890
7. 710 E. Lincoln Avenue – Currently Occupied, City in the process of acquiring  
1,000 sq ft two-story residential structure  
Constructed in 1900
8. 921 E. Lincoln Avenue – Currently Occupied, City in the process of acquiring  
1,650 sq ft single-story residential structure  
Constructed in 1920  
(Commercial Garage on property not to be assessed)

Three (3) of the eight (8) properties are vacant and the City will assist in coordination of the assessment timing with the current occupants of the remaining five (5) properties. Occupants will be informed that holes will be opened in the walls for testing.

Consultant's scope of services shall include:

- Approximately 100 to 120 individual samples (with mastic on floor tile) will be taken from throughout the eight buildings;
- Laboratory analytical on the samples;
- A written report provided to the City that will indicate the materials that contain asbestos, the approximate amount of materials and their location within the applicable buildings; and
- As required by the City, up to fifteen (15) point counting laboratory analyses with a written report provided to the City.

Consultant shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the services for the City.

**TERM OF THE AGREEMENT**

This Agreement shall become effective on the date of execution and approval by both parties. Consultant acknowledges that time is of the essence and that the timely performance of its services is an important element of this Agreement. Consultant shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Consultant's services shall begin the week of October 21, 2019 and the final report shall be delivered to the City no later than November 6, 2019.

**COMPENSATION**

The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant's fee schedule as set forth in the table and based on the number of samples that the City requires of point counting laboratory analysis for an amount not exceed Seven Thousand One Hundred Twenty-five Dollars (\$7,125.00).

1. 622 E. Lincoln Avenue	\$ 600.00	
2. 624 E. Lincoln Avenue	\$ 600.00	
3. 700 E. Lincoln Avenue	\$ 600.00	
4. 702 E. Lincoln Avenue	\$ 600.00	
5. 704 E. Lincoln Avenue	\$ 700.00	
6. 708 E. Lincoln Avenue	\$ 700.00	
7. 710 E. Lincoln Avenue	\$ 600.00	
8. 921 E. Lincoln Avenue	<u>\$ 700.00</u>	
		\$ 5,100.00
Up to 15 point counting laboratory analysis at \$135.00 per sample		<u>\$2,025.00</u>
		\$7,125.00

Payment(s) to Consultant for services rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Consultant for services completed provided satisfactory performance of Consultant has been attained. Consultant is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Consultant. Payment is deemed to be made on the date of mailing the check.

**INDEPENDENT CONTRACTOR**

Consultant shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Consultant.

**NON-DISCRIMINATION**

Consultant agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Consultant agrees that Consultant or any subcontractors, or any other person acting on behalf of Consultant or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said employee’s hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee’s or applicant’s race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

**INDEMNIFICATION**

Consultant agrees to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Consultant or any of their officers, agents, officials, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall include attorney’s fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

**INSURANCE**

Prior to commencing services, Consultant shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Consultant shall specifically include the City of Goshen as an additional insured for Employer’s Liability, General Liability and Automobile Liability coverage.

Consultant shall at least include the following types of insurance with the following minimum limits of liability:

- Workers Compensation & Employer’s Liability ..... Statutory Limits
- General Liability ..... Combined Bodily Injury and Property Damage  
\$1,000,000 Each Occurrence and \$2,000,000 Aggregate
- Automobile Liability..... Combined Bodily Injury and Property Damage  
\$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

## **FORCE MAJEURE**

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

## **BREACH**

It shall be mutually agreed that if Consultant fails to provide the services or comply with the provisions of this Agreement and Consultant is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Consultant of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Consultant shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Consultant expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Consultant, Consultant is liable to reimburse the City for such costs.

If Consultant fails to perform the work or comply with the provisions of this Agreement, then Consultant may be considered in default.

Consultant may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this Agreement.
- (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Consultant becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Consultant or any of Consultant's property.
- (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Consultant without the consent of the City.

## **TERMINATION**

The parties may terminate this Agreement under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Consultant shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Consultant. In such event, the City may issue a written notice of default and provide a period

of time in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred.

- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### **OWNERSHIP OF DOCUMENTS**

The City acknowledges Consultant's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to Consultant.

#### **ASSIGNMENT**

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

#### **MODIFICATIONS**

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of services, completion of services and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

#### **NOTICES**

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen  
Attention: Legal Department  
204 East Jefferson St.  
Goshen, IN 46528

Address for notices to Consultant:

TecServ Environmental, Inc.  
Attention: Dennis I. Carter  
1911 Clover Road, Suite 10  
Mishawaka, IN 46545-7269

#### **APPLICABLE LAWS**

Consultant agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

#### **MISCELLANEOUS**

- A. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the

Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.

- B. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- C. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

#### **EMPLOYMENT ELIGIBILITY VERIFICATION**

Consultant shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Consultant shall not knowingly employ or contract with an unauthorized alien. Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.

Consultant shall require their subcontractors, who perform work under this contract, to certify to Consultant that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

Consultant affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

#### **CONTRACTING WITH RELATIVES**

Pursuant to IC 36-1-21, if Consultant is wholly or partially owned by a relative of an elected official of the City of Goshen Consultant certifies that Consultant has notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Consultant.

#### **SEVERABILITY**

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 the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

#### **BINDING EFFECT**

All provisions, covenants, terms and conditions of this Agreement bind the parties and their legal heirs, representatives, successors and assigns.



**ENTIRE AGREEMENT**

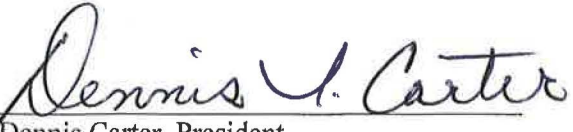
This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between the City and Consultant.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**City of Goshen  
Redevelopment Commission**

**TecServ Environmental, Inc.**

  
\_\_\_\_\_  
Mark Brinson,  
Community Development Director

  
\_\_\_\_\_  
Dennis Carter, President

Date: 10/9/2019

Date: 10/15/2019

**RESOLUTION 65-2019**

**Authorize Execution of Contract Amendment No. 4 with Stiver Lawn Care for 2019  
Mowing**

WHEREAS the Commission entered into a contract with Stiver Lawn Care on April 23, 2019 for annual mowing contract for properties owned by Redevelopment.

WHEREAS additional properties need to be included in the contract are 103 West Wilkinson, 105 West Wilkinson & 107 West Wilkinson for a lump sum of \$800.00 with a new contract price not to exceed \$24,080.00.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the contract amendment with Stiver Lawn Care 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 the contract amendment on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on November 12, 2019

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Thomas W. Stump, President

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Andrea Johnson Secretary

## **CONTRACT AMENDMENT No. 4**

### **LAWN MOWING SOLICITATION NO. Q19-02-004**

THIS CONTRACT AMENDMENT No. 2 is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, between Stiver Group, Inc. d/b/a Stiver Lawn Care, hereinafter referred to as "Contractor", and the City of Goshen by its Board of Public Works and Safety and Redevelopment Commission, hereinafter referred to as "City".

WHEREAS, the City entered into a Contract with Contractor dated April 23, 2019 for Contractor to provide lawn mowing services for an amount not to exceed Eighteen Thousand Four Hundred Dollars (\$18,400.00) for "Lawn Mowing, Q19-02-004" project.

WHEREAS, the City entered into a Contract Amendment with Contractor dated June 4, 2019 for Contractor to provide additional lawn mowing services for the sites at 713 Lincolnway and at 102 Olive Street for an amount not to exceed One Thousand Seven Hundred Dollars (\$1,700.00) for a total contract price not to exceed Twenty Thousand One Hundred Dollars (\$20,100.00) for "Lawn Mowing, Q19-02-004" project.

WHEREAS, the City entered into Contract Amendment No. 2 with Contractor dated August 1, 2019 for Contractor to provide additional lawn mowing services for four (4) additional sites for an amount not to exceed Two Thousand Five Hundred Fifty Dollars (\$2,550.00) for a total contract price not to exceed Twenty-two Thousand Six Hundred Fifty Dollars (\$22,650.00) for "Lawn Mowing, Q19-02-004" project.

WHEREAS, the City entered into Contract Amendment No. 3 with Contractor dated August 19, 2019 for Contractor to provide additional lawn mowing services for three (3) additional sites on Lincoln Avenue for an amount not to exceed Six Hundred Thirty Dollars (\$630.00) for a total contract price not to exceed Twenty-three Thousand Two Hundred Eighty Dollars (\$23,280.00) for "Lawn Mowing, Q19-02-004" project

WHEREAS, the City has additional properties to add to the list of properties to be mowed that has resulted in the need for additional services beyond the scope of the April 23, 2019 Contract, the June 4, 2019 Contract Amendment, the August 1, 2019 Contract Amendment No. 2 and the August 19, 2019 Contract Amendment No. 3.

WHEREAS, the City desires to contract with Contractor and Contractor agrees to increase the scope of work to include additional properties to be mowed.

NOW THEREFORE, in consideration of the mutual covenants contained in this Contract Amendment No. 4 and the covenants contained in the April 23, 2019 Contract, the June 4, 2019 Contract Amendment, the August 1, 2019 Contract Amendment No. 2 and the August 19, 2019 Contract Amendment No. 3 for lawn mowing services, the parties agree as follows:

#### **SCOPE OF SERVICES**

Contractor shall provide lawn mowing service including fall cleanup for the sites at:

- 103 West Wilkinson;
- 105 West Wilkinson; and
- 107 West Wilkinson.

#### **COMPENSATION**

The City agrees to compensate Contractor for the services in this Contract Amendment No. 4 in accordance with the lump sum price for site locations the amount of Eight Hundred Dollars

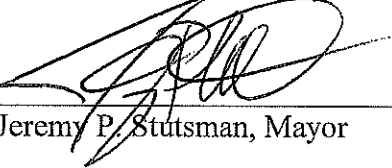
(\$800.00) for a total contract price not to exceed Twenty-three Thousand Two Hundred Eighty Dollars (\$24,080.00).

All other terms and conditions of the April 23, 2019 Contract, the June 4, 2019 Contract Amendment, the August 1, 2019 Contract Amendment No. 2 and the August 19, 2019 Contract Amendment No. 3 shall remain the same.


IN WITNESS WHEREOF, the parties have executed this Contract as follows:

**City of Goshen  
Board of Public Works and Safety**

**Stiver Group, Inc. d/b/a  
Stiver Lawn Care**

  
\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
David Stiver, Owner

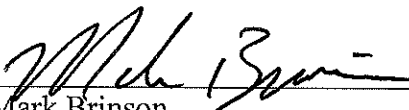
  
\_\_\_\_\_  
Mitchell Day, Member

Date: \_\_\_\_\_

(Absent)  
\_\_\_\_\_  
Michael Landis, Member

Date: Sept 30/19

**City of Goshen  
Redevelopment Commission**

  
\_\_\_\_\_  
Mark Brinson,  
Community Development Director

Date: Oct 1/19

## **RESOLUTION 66-2019**

### **Approval of Amendment to Agreement for the Lease and Development of Real Estate**

WHEREAS the City entered into an Agreement with Goshen Brewing Company dated October 31, 2013.

WHEREAS, all the provisions of the original October 31, 2013 agreement remain in full force and effect unless a provision in the attached amendment specifically modifies or eliminates a provision in the October 13, 2013 agreement.

WHEREAS, the City and Goshen Brewing have agreed to amend the October 31, 2013 agreement attached and made a part of the resolution.

WHEREAS, by the terms of this amendment to the agreement, Goshen Brewing Company is exercising the right to purchase the real estate located at 315 W. Washington Street.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Amendment to the Agreement for the Lease and Development of Real Estate that is attached to and made a part of this Resolution and Community Development Director Mark Brinson is authorized to execute the Agreement for the Lease and Development of Real Estate on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on November 12, 2019

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Thomas W. Stump, President

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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](mailto:communitydevelop@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

## Memo

**To:               Redevelopment Commission**  
**From:            Mark Brinson**  
**Subject:         Goshen Brewing Solar Installation and Option to Purchase Building**  
**Date:             November 8, 2019**

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The Goshen Redevelopment Commission executed a lease agreement with Goshen Brewing Company in 2013 for the redevelopment of the former NIPSCO building located at 315 West Washington Street. The lease obligated Goshen Brewing to complete a number of improvements to the building, which have all been satisfactorily completed. In addition to the improvements described in the lease, Goshen Brewing constructed an addition to the building in 2015, at its expense, due to the need for additional seating capacity.

Goshen Brewing is planning to make additional improvements to the building with the installation a 29.20 kW solar system, which will consist of solar panels mounted to the roof and the south and west exterior walls of the building. Jesse Sensenig, President of Goshen Brewing, is requesting approval from the Redevelopment Commission to install the solar energy system, with installation starting in 2019. Attached is a description of the proposed project. the following is the request that was submitted by Goshen Brewing:

### **Request from Goshen Brewing**

*A piece of Goshen Brewing Co.'s mission is to reduce our carbon footprint and we believe that it is time to add solar to the existing roofs as well as along the south and south west sides of the building. Attached you will see a mock-up of our plans. We decided that having some panels aesthetically pleasing, functional, and visible to the public sends a nice message of our sustainable practices. Wellspring Components has been able to fabricate metal brackets to secure the panels to the side of the building. The panels on the flat rubber roof will not penetrate the roof so not to cause any damage. We hope to get this scheduled immediately to take advantage of the tax credits before the end of the 2019 year, with actual installation happening early 2020. – Jesse Sensenig*

City staff, including representatives from the Legal, Building and Community Development departments met with Mr. Sensenig and his installer to review the proposal. While more information regarding the installation is needed, staff recommends approval of this project. Final approval is conditioned on the review and approval by city staff of a detailed installation plan which will be prepared by a licensed professional engineer.

Additionally, Goshen Brewing has given notice of its intent to exercise the option to purchase the building. Under the terms of the lease, Goshen Brewing has the right to purchase the building for \$95,000. As described in the proposed resolution, title will transfer to Goshen Brewing no later than December 31, 2021. Goshen Brewing will continue to make monthly lease payments until title has transferred.

# SOLAR

energy for the future

**A customized proposal for**

Goshen Brewing Company  
315 W Washington St  
Goshen, IN 46526

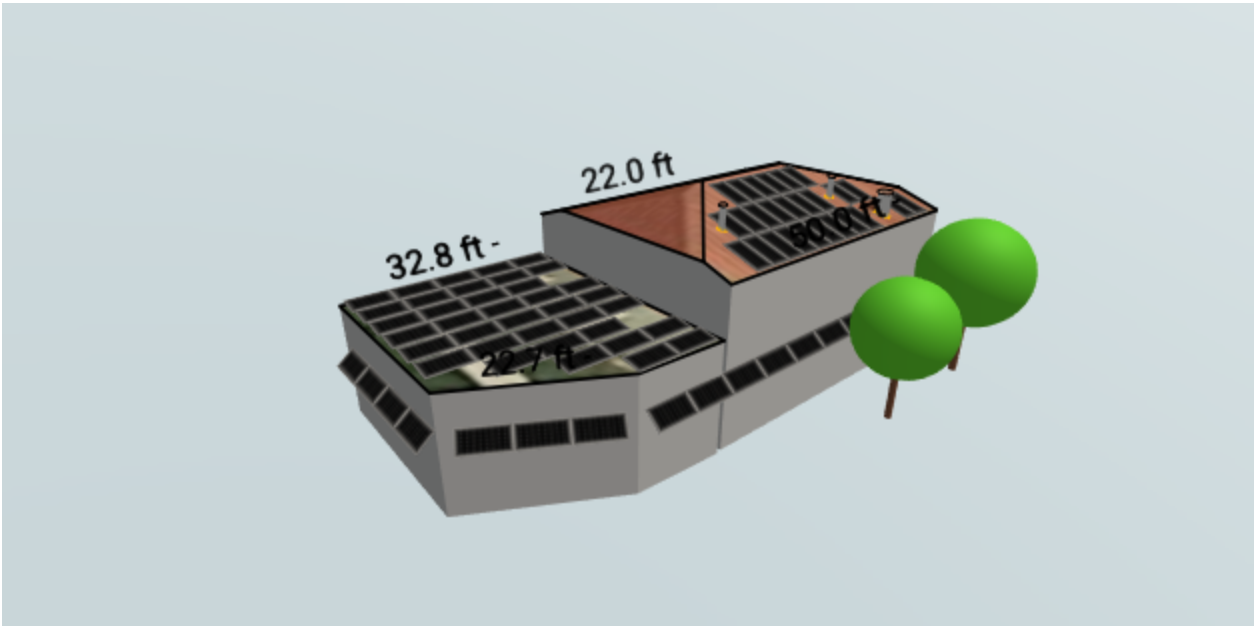
**Contact**

Arlin Yoder  
solareiseman@gmail.com  
260-768-7336



Meet your business on solar

315 W Washington St  
Goshen, IN 46526



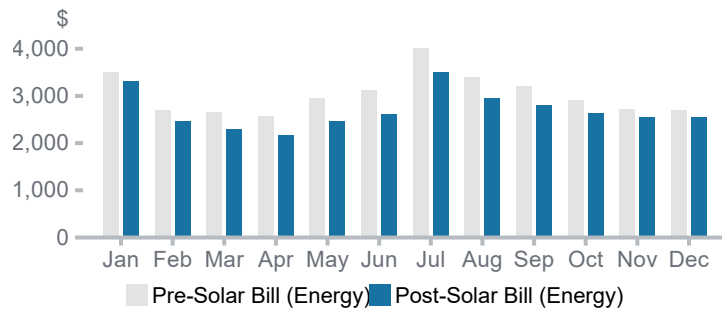
What does a solar property do for you?

It saves

\$340

from your electric bill each month

Average monthly electric bill

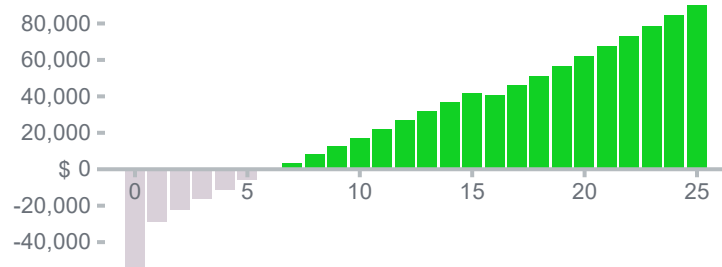


It saves

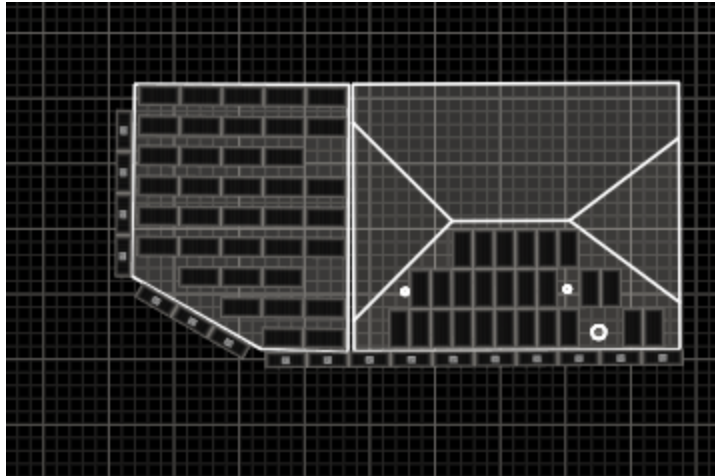
\$57,074

over the lifetime of the system - including purchase cost

Cashflow over time

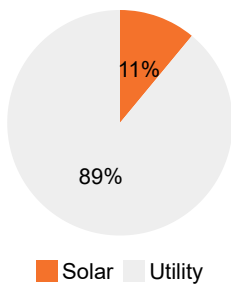


Your customized solution

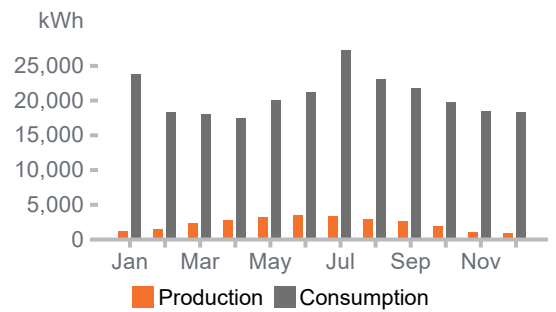


**System summary**

System size 29.20 kW  
 Year 1 Production 27,692 kWh



You would generate  
**11 %**  
 of your energy from solar



**Bill savings that start right away**

	Year 1 Monthly Utility Bill	Year 1 Total Utility Costs
Without solar	\$ 3,038	\$36,455
<b>With solar</b>	<b>\$2,698</b>	<b>\$32,379</b>

**A responsible choice**

Your system would offset emissions equivalent to



Planting 15,242 trees



Driving 58,855 fewer miles per year



Taking 129 cars off the road

An easy financial decision



System cost \$56,940

ITC -\$17,082

Politics can be unpredictable. Take advantage of federal and state level solar tax credits or Net Metering now while you still can!

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**Cost to you \$39,858**

Down Payment: \$ 56,940

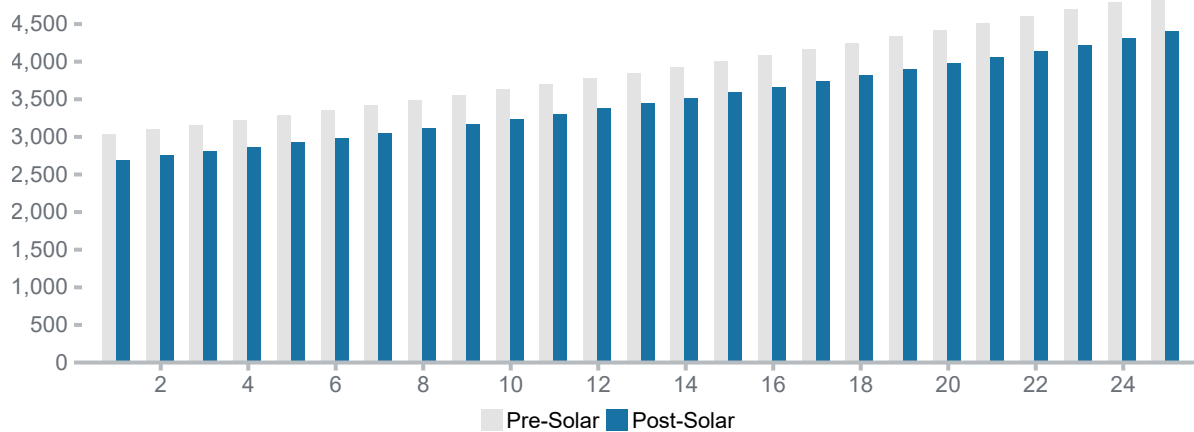
Payback period 6.2 years

Depreciation tax benefits \$13,888

### Lock in electric rates

Energy prices are projected to increase every year. A solar investment protects you from these changing prices. With today's rate locked in, your solar investment will keep generating more and more value in the future.

**Electric bill over time**



### Monthly Cashflows

(kWh)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Utility Consumption Pre-Solar	23.8k	18.3k	18k	17.5k	20.1k	21.3k	27.3k	23.1k	21.8k	19.8k	18.5k	18.3k	247.7k
Utility Consumption Post-Solar	22.6k	16.8k	15.7k	14.8k	16.8k	17.8k	23.8k	20.1k	19.1k	17.9k	17.3k	17.3k	220k
Solar Production	1,174	1,544	2,320	2,744	3,248	3,504	3,446	3,021	2,637	1,900	1,150	1,003	27.7k
(\$)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Utility Bill Pre-Solar	3,497	2,696	2,649	2,579	2,955	3,132	4,015	3,403	3,203	2,908	2,720	2,696	36.5k
Utility Bill Post-Solar	3,324	2,469	2,308	2,175	2,477	2,616	3,508	2,958	2,815	2,629	2,551	2,549	32.4k
Utility Bill Savings	173	227	341	404	478	516	507	445	388	280	169	148	4,076
Excess Credit	0	0	0	0	0	0	0	0	0	0	0	0	

### Annual Cashflows

Year	Annual Bill Pre Solar	National Depreciation Benefit	Local Depreciation Benefit	Taxes	Loan Payment	Annual Bill Post Solar	Annual Cashflows	Cumulative Cashflows
0	0	0	0	0	0	0	(56.9k)	(56.9k)
1	36.5k	6,389	797	6,720	0	32.4k	27.9k	(29.1k)
2	37.2k	1,704	1,275	2,699	0	33k	6,835	(22.2k)
3	37.9k	1,022	765	1,619	0	33.7k	5,817	(16.4k)
4	38.7k	613	459	971	0	34.4k	5,232	(11.2k)
5	39.5k	613	459	971	0	35.1k	5,296	(5,882)
6	40.2k	307	230	486	0	35.9k	4,874	(1,008)
7	41.1k	0	0	0	0	36.6k	4,454	3,446
8	41.9k	0	0	0	0	37.4k	4,520	7,966
9	42.7k	0	0	0	0	38.1k	4,588	12.6k
10	43.6k	0	0	0	0	38.9k	4,656	17.2k
11	44.4k	0	0	0	0	39.7k	4,725	21.9k
12	45.3k	0	0	0	0	40.5k	4,796	26.7k
13	46.2k	0	0	0	0	41.4k	4,867	31.6k
14	47.2k	0	0	0	0	42.2k	4,940	36.5k
15	48.1k	0	0	0	0	43.1k	5,013	41.6k
16	49.1k	0	0	0	0	44k	(752)	40.8k
17	50k	0	0	0	0	44.9k	5,164	46k
18	51k	0	0	0	0	45.8k	5,241	51.2k
19	52.1k	0	0	0	0	46.7k	5,319	56.5k
20	53.1k	0	0	0	0	47.7k	5,398	61.9k
21	54.2k	0	0	0	0	48.7k	5,479	67.4k
22	55.3k	0	0	0	0	49.7k	5,560	73k
23	56.4k	0	0	0	0	50.7k	5,643	78.6k
24	57.5k	0	0	0	0	51.8k	5,727	84.3k
25	58.6k	0	0	0	0	52.8k	5,813	90.1k

**Amendment to Agreement for the  
Lease and Development of Real Estate**

This amendment modifies an agreement between the City of Goshen, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (Redevelopment) and Goshen Brewing Company (Brewing) dated October 31, 2013. The October 31, 2013 agreement was amended by the parties on February 11, 2014, July 12, 2016 and January 17, 2017. The provisions of those amendments that the parties intend to continue in full force and effect are restated in this amendment. Any provisions contained in the earlier amendments which are not restated in this amendment are null and void. All provisions of the original October 31, 2013 agreement remain in full force and effect unless a provision specifically modifies or eliminates a provision in the October 31, 2013 agreement.

In consideration of the terms, covenants and conditions to be kept and performed under the original agreement dated October 31, 2013 and under the terms, covenants and conditions of this amendment, Redevelopment and Brewery agree as follows:

**Lease Payments**

1. Beginning on November 1, 2019 and continuing until October 31, 2021 Brewery agrees to pay Redevelopment the sum of Two Hundred Fifty Dollars (\$250.00) per month for the lease of the subject real estate unless title to the subject real estate passes to Brewery before such payment is due.
2. On November 1, 2021 and December 1, 2021, Brewery agrees to pay Redevelopment the sum of One Thousand Dollars (\$1,000.00) each month, unless title to the subject real estate passes to Brewery before such payment is due.

**Option to Purchase**

1. Brewery has notified Redevelopment that Brewery is now exercising its option to purchase the subject real estate under the terms set forth in the October 31, 2013 agreement and this amendment. The notice of Brewery's exercise of the option to purchase the subject real estate is attached as Exhibit C.
2. Brewery will close on the purchase of the subject real estate no later than December 31, 2021. Redevelopment will close on the real estate within forty-five days of receiving notice from Brewery that Brewery is ready to close provided Brewery has fulfilled all of its obligations under the October 31, 2013 agreement and the terms of this amendment.
3. Brewery will pay Redevelopment the Ninety-Five Thousand Dollar (\$95,000.00) purchase price at the closing.

## **Subject Real Estate**

The subject real estate is part of Elkhart County Parcel #20-11-09-329-006.000-015 and is more particularly described in Exhibit A attached. The subject real estate is also shown as Lot A on Hoppy Trails subdivision proposed plat attached as Exhibit B.

## **Solar Panels**

1. Brewery has hired Wellspring Components, LLC to design and install solar panels on the roof and along the north and west sides of the building located on the subject property commonly known as 315 Washington Street.
2. Brewery intends to begin the installation of the solar panels before December 31, 2019 and will complete the installation during 2020.
3. The panels and installation will be paid for by Brewery.
4. Brewery will present the description of the solar panels to be installed and the plan for installation to the Goshen Building Department, Goshen Planning and Zoning and the Goshen Engineering Department, for their approval prior to commencing installation.
5. The plans for installation must be stamped by a professional engineer hired by Brewery.
6. Redevelopment grants approval for Brewery to install the solar panels prior to the transfer of the title of the real estate.
7. Brewery will pay for any increase in Redevelopments casualty insurance to protect to the panels against damage.

## **Closing Prerequisites**

Before title to the real estate can be transferred from Redevelopment to Brewery the following needs to occur.

1. Brewery will contract and pay for a site plan and re-plat to create a two (2) lot minor subdivision for the subject real estate and the real estate to be retained by the City of Goshen, Redevelopment, City of Goshen, and Brewery agree to join in the request to create a minor subdivision.

- a) Redevelopment or City of Goshen shall retain a five (5) foot easement along the current paved roadway that provides access to the public parking lot.
  - b) Redevelopment will retain an easement for the sewer main on the east side of the subject real estate for the purpose of permitting Goshen Utilities to maintain the sewer main.
  - c) Redevelopment will retain an easement for the existing storm sewer on subject real estate including such additional area as is necessary to properly maintain the storm sewer.
  - d) Redevelopment and City agree to dedicate as public right of way the access on the south and west of the subject real estate that permits entrance into the City's public parking north of the subject real estate.
  - e) Brewery agrees to grant Redevelopment a permanent easement five (5) feet wide on the west side of the real estate that is added to the subject real estate for the purpose of providing pedestrian and bicycle access to the public parking lot north of the subject real estate.
  - f) Brewery will be permitted to utilize City's existing storm water under drain system.
2. Redevelopment needs to acquire four feet (4) of additional right of way from Interra Credit Union on the north side of Washington Street beginning on the east edge of a triangle (attached Exhibit D) the Brewery is quit claiming to the City and ending at the right of way west of Second Street.
  3. Redevelopment and the City of Goshen's Engineering and Planning Departments need to approve the final subdivision changes for Hoppy Trails Subdivision.
  4. The Goshen Plan Commission needs to approve the secondary subdivision.
  5. The Goshen Board of Works and Safety needs to accept the Hoppy Trails Subdivision Plat and the plat needs to be signed and recorded.
  6. Upon proper approval and recording of the Hoppy Trails Subdivision Plat, the City of Goshen will deed Lot 1 of the Hoppy Trails Subdivision to Brewery.

IN WITNESS WHEREOF, the parties have set their hands to the Amendment to the Lease Agreement this \_\_\_\_\_ day of November, 2019.

CITY OF GOSHEN

GOSHEN BREWING COMPANY

\_\_\_\_\_  
 Mark A. Brinson, Director  
 Community Development

\_\_\_\_\_  
 Jesse Sensenig, President

## **EXHIBIT A**

LEGAL DESCRIPTION LEASE AREA 0.254 OF AN ACRE  
315 W. WASHINGTON STREET, GOSHEN

A PART LOT 263, A PART OF LOT 264, A PART OF THE VACATED ALLEY LYING EAST OF SAID LOT 263, AND A PART OF THE VACATED WASHINGTON STREET RIGHT OF WAY AS SAID LOTS, ALLEY, AND RIGHT OF WAY ARE KNOWN AND DESIGNATED ON THE PLAT OF ORIGINAL PLAT OF THE TOWN (NOW CITY) OF GOSHEN, INDIANA AND BEING A PART OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 258 IN THE ORIGINAL PLAT OF THE TOWN (NOW CITY) OF GOSHEN, INDIANA; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 45.75 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 406.53 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, A DISTANCE OF 29.66 FEET (CHORD BEARING NORTH 14 DEGREES 41 MINUTES 23 SECONDS WEST, CHORD DISTANCE 29.66 FEET); THENCE SOUTH 89 DEGREES 40 MINUTES 28 SECONDS WEST, A DISTANCE OF 6.56 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 27 MINUTES 14 SECONDS WEST, A DISTANCE OF 37.38 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 19 SECONDS WEST, A DISTANCE OF 32.09 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 36 SECONDS WEST, A DISTANCE OF 78.58 FEET TO THE POINT OF CURVATURE OF A 9.80 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 9.80 FOOT RADIUS CURVE, A DISTANCE OF 15.39 FEET (CHORD BEARING SOUTH 45 DEGREES 03 MINUTES 03 SECONDS WEST, CHORD DISTANCE 13.85 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00 DEGREES 01 MINUTE 51 SECONDS WEST, A DISTANCE OF 20.04 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 4.94 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 75.27 FEET; THENCE SOUTH 60 DEGREES 22 MINUTES 58 SECONDS EAST, A DISTANCE OF 25.19 FEET TO THE POINT OF CURVATURE OF A 13.50 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 13.50 FOOT RADIUS CURVE, A DISTANCE OF 7.01 FEET (CHORD BEARING SOUTH 75 DEGREES 15 MINUTES 32 SECONDS EAST, CHORD DISTANCE 6.93 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89 DEGREES 51 MINUTES 54 SECONDS EAST, A DISTANCE OF 44.60 FEET TO THE POINT OF CURVATURE OF A 5.80 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 5.80 FOOT RADIUS CURVE, A DISTANCE OF 9.06 FEET (CHORD BEARING NORTH 45 DEGREES 05 MINUTES 55 SECONDS EAST, CHORD DISTANCE 8.17 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00 DEGREES 19 MINUTES 56 SECONDS EAST, A DISTANCE OF 5.85 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST, A DISTANCE OF 37.21 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 0.254 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.





PLAN COMMISSION STAFF APPROVAL

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, THIS PLAN WAS GIVEN APPROVAL BY THE CITY OF GOSHEN, AS FOLLOWS:

APPROVED BY THE ZONING ADMINISTRATOR ON BEHALF OF THE CITY PLANNING COMMISSION ON

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

RHONDA YODER
ZONING ADMINISTRATOR

ACCEPTANCE OF DEDICATION

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GOSHEN, INDIANA THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MAYOR JEREMY P. STUTSMAN MICHAEL A. LANDIS MITCHELL DAY

AUDITOR

DULY ENTERED FOR TAXATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

PAULINE E. GRAFF ELKHART COUNTY AUDITOR

RECORDER

RECEIVED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

AT \_\_\_\_\_ AND RECORDED IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

FEES: \_\_\_\_\_ ELKHART COUNTY RECORDER

JENNIFER L. DORIOT

HOPPY TRAILS SUBDIVISION

LOTS 283, 284, 285, THE SOUTH HALF (S1/2) OF LOT 288, AND INCLUDED VACATED STREETS AND ALLEYS IN THE ORIGINAL PLAT OF GOSHEN, BEING PART OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 6 EAST, SECOND PRINCIPAL MERIDIAN, ELKHART COUNTY, INDIANA

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE EQUITABLE OWNER OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT AS SUCH EQUITABLE OWNER WE HAVE CAUSED THE ABOVE DESCRIBED TO BE SURVEYED AS SHOWN ON THE HEREON DRAWN PLAT AS OUR FREE AND VOLUNTARY ACT AND DEED.

THE CITY OF GOSHEN, INDIANA

MAYOR JEREMY P. STUTSMAN

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, AS PROPRIETORS, HAVE CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT OPPOSITE, THAT SAID SUBDIVISION IS TO BE KNOWN AS HOPPY TRAILS SUBDIVISION AND THAT THE LOTS HAVE THEIR RESPECTIVE DIMENSIONS GIVEN IN FEET AND DECIMAL PARTS THEREOF, AND THAT THE STREETS INCLUDED IN SAID SUBDIVISION ARE HEREBY DEDICATED FOR PUBLIC USE.

THE CITY OF GOSHEN, INDIANA

MAYOR JEREMY P. STUTSMAN

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA )
COUNTY OF \_\_\_\_\_ ) SS:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME THE ABOVE OWNERS AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

RESIDENT OF \_\_\_\_\_ COUNTY, INDIANA

LEGAL DESCRIPTION

LOT NUMBER TWO HUNDRED SIXTY-THREE (283), LOT NUMBER TWO HUNDRED SIXTY-FOUR (284), LOT NUMBER TWO HUNDRED SIXTY-FIVE (285) AND THE SOUTH HALF OF LOT NUMBER TWO HUNDRED SIXTY-SIX (286), PART OF OUTLOT NUMBER TWO (2) AND A PART OF THE VACATED WATER STREET RIGHT OF WAY AND VACATED WASHINGTON STREET RIGHT OF WAY AND THE VACATED ALLEY LYING BETWEEN LOT NUMBER TWO HUNDRED SIXTY-FIVE (285) AND LOT NUMBER TWO HUNDRED SIXTY-SIX (286) AS SAID LOTS, OUTLOT AND VACATED STREETS AND ALLEYS ARE KNOWN AND DESIGNATED ON THE PLAT OF THE ORIGINAL PLAT OF GOSHEN, BEING A PART OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 6 EAST, SECOND PRINCIPAL MERIDIAN, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT NUMBER TWO HUNDRED FIFTY-EIGHT (258) AS THE SAID LOT IS KNOWN AND DESIGNATED ON SAID ORIGINAL PLAT OF GOSHEN; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT NUMBER TWO HUNDRED FIFTY-EIGHT (258), A DISTANCE OF 41.34 FEET TO A CROSS-CUT MARKING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST, A DISTANCE OF 213.5 FEET, MORE OR LESS, TO THE WATER'S EDGE OF THE HYDRAULIC CANAL LEADING TO THE ELKHART RIVER; THENCE NORTHWESTERLY ALONG SAID WATER'S EDGE, A DISTANCE OF 10.3 FEET, MORE OR LESS, TO THE CENTERLINE OF VACATED WATER STREET; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST ALONG THE CENTERLINE OF SAID VACATED WATER STREET, A DISTANCE OF 272.2 FEET, MORE OR LESS, TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KD 0041 ON THE SOUTH LINE OF THE RIGHT OF WAY OF WATER STREET AS SAID RIGHT OF WAY IS DEDICATED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2004-03772 AND INSTRUMENT NUMBER 2008-22752; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 42.25 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KD 0041; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID WATER STREET, A DISTANCE OF 15.11 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KD 0041; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID LOT NUMBER TWO HUNDRED SIXTY-SIX (286), A DISTANCE OF 185.00 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KD 0041; TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KD 0041 MARKING THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID LOT NUMBER TWO HUNDRED SIXTY-SIX (286); THENCE SOUTH 00 DEGREES 24 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT NUMBER TWO HUNDRED SIXTY-SIX (286), SAID LOT NUMBER TWO HUNDRED SIXTY-FIVE (285) AND SAID LOT NUMBER TWO HUNDRED SIXTY-FOUR (284), A DISTANCE OF 172.38 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KD 0041 MARKING THE POINT OF CURVATURE OF A 471.12 FOOT RADIUS CURVE TO THE LEFT, CHORD TO THE EAST; THENCE SOUTHERLY ALONG SAID 471.12 FOOT RADIUS CURVE, A DISTANCE OF 120.52 FEET (CHORD BEARING SOUTH 08 DEGREES 17 MINUTES 28 SECONDS EAST, CHORD DISTANCE 120.19 FEET TO A CROSS-CUT ON THE NORTHERLY EXTENSION OF WEST LINE OF AFORESAID LOT NUMBER TWO HUNDRED FIFTY-EIGHT (258); THENCE SOUTH 00 DEGREES 24 MINUTES 00 SECONDS EAST ALONG THE EXTENSION OF THE WEST LINE OF SAID LOT NUMBER TWO HUNDRED FIFTY-EIGHT (258), A DISTANCE OF 4.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 1,381 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

STATEMENT OF UTILITIES

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF GOSHEN, ALL PUBLIC UTILITY COMPANIES INCLUDING GENERAL TELEPHONE COMPANY, NORTHERN INDIANA PUBLIC SERVICE COMPANY, AND SEVERAL PRIVATE UTILITY COMPANIES WHERE THEY HAVE A CERTIFICATE OF TERRITORIAL AUTHORITY TO RENDER SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, PLACE, AND MAINTAIN SEWERS, WATER MAINS, GAS MAINS, CONDUITS, CABLES, POLES AND WIRES, EITHER OVERHEAD OR UNDERGROUND WITH ALL NECESSARY BRACES, GUYS, ANCHORS, AND OTHER APPLIANCES IN, UPON, ALONG AND OVER THE STRIPS OF LAND DESIGNATED ON THE PLAT MARKED "UTILITY EASEMENT" FOR THE PURPOSES OF SERVING THE PUBLIC IN GENERAL WITH SEWER, WATER, GAS, ELECTRIC, AND TELEPHONE SERVICE, INCLUDING THE RIGHT TO USE THE STREETS, WHERE NECESSARY AND TO OVERHANG LOTS WITH AERIAL SERVICE WIRES TO SERVE ADJACENT LOTS, TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENTS FOR PUBLIC UTILITIES AT ALL TIMES FOR ANY OF THE PURPOSES AFORESAID AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE WITH ANY SUCH UTILITY EQUIPMENT, NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR SUCH PUBLIC UTILITY PURPOSES.

CITY OF GOSHEN, INDIANA

DRAINAGE MAINTENANCE STATEMENT

THE CITY OF GOSHEN, INDIANA IS A MUNICIPAL SEPARATE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA ADMINISTRATIVE CODE 327-15-13. THE CITY OF GOSHEN'S POST CONSTRUCTION STORM WATER ORDINANCE REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORM WATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORM WATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPER'S "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN". TO ADMINISTER THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORM WATER SYSTEM AND A FUNDING MECHANISM FOR THE MAINTENANCE OF SAID STORM WATER SYSTEM. ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPER AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORM WATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

AT A MINIMUM, THE "STORM WATER MAINTENANCE POLLUTION PREVENTION PLAN" SHALL REQUIRE THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING CULVERTS AND SWALES. NO OWNER OR ITS ASSIGN SHALL PERMIT, ALLOW OR CAUSE ANY OF SAID FACILITIES TO BE OBSTRUCTED, REMOVED OR IN ANY WAY IMPED THE FLOW OF WATER ACROSS OR THROUGH SAID FACILITIES. IN THE EVENT ANY SUCH FACILITIES BECOME DAMAGED OR IN DISREPAIR, IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND ITS ASSIGNS TO REPAIR SUCH FACILITIES AT THE COLLECTIVE'S EXPENSE.

THE CITY OF GOSHEN WILL ENFORCE THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN," AND SHALL TAKE LEGAL ACTION, IF NECESSARY, AGAINST ANY PARTY IN NON-COMPLIANCE.

IN THE EVENT AN OWNER OR ITS ASSIGNS FAIL TO MAINTAIN SUCH DRAINAGE FACILITIES IN GOOD WORKING ORDER AND REPAIR, THE CITY OF GOSHEN, INDIANA, MAY REPAIR SUCH DRAINAGE FACILITIES AND INVOICE THE COSTS OF SUCH REPAIR TO THE OWNER AND ITS ASSIGNS. THE CITY OF GOSHEN, INDIANA, IS GRANTED AN EASEMENT ACROSS THE OWNER AND ASSIGNS' REAL ESTATE FOR THE PURPOSE OF REPAIRING AND INSPECTING ANY DRAINAGE FACILITIES ON SAID OWNER OR ASSIGNS' REAL ESTATE. THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF REPAIR, AS ASSESSED BY THE CITY, SHALL CONSTITUTE A LIEN UPON THE REAL ESTATE OF THE OWNER AND ASSIGNS, AND AN ENCUMBRANCE UPON THE TITLE TO SAID REAL ESTATE.

THE CITY OF GOSHEN, INDIANA, IS FURTHER GRANTED RIGHT OF ACTION FOR THE COLLECTION OF SAID INDEBTEDNESS FROM THE OWNER AND ASSIGNS, AND FOR THE FORECLOSURE OF SAID LIEN IN THE MANNER IN WHICH MORTGAGES ARE FORECLOSED UNDER THE LAWS OF SAID STATE OF INDIANA. ANY SUCH COLLECTION AND/OR FORECLOSURE ACTION SHALL BE MAINTAINED IN THE COURTS OF GENERAL JURISDICTION OF THE STATE OF INDIANA, AND SHALL BE COMMENCED IN ELKHART COUNTY, INDIANA.

AGREEMENT ALLOWING CONNECTION TO CITY STORM SEWER

THE OWNER OF LOT NUMBER ONE (1) AS DESIGNATED ON THIS SUBDIVISION PLAT ALSO, BEING THE REAL ESTATE AT 315 WEST WASHINGTON STREET, GOSHEN, INDIANA 46526.

WHEREAS LOT NUMBER ONE (1) IS PLANNING AN ADDITION TO THE BUILDING ON THE SUBJECT REAL ESTATE, INCLUDING THE ROOF LINE AND ROOF DRAINAGE;

WHEREAS CITY STANDARDS AND REGULATIONS REQUIRE STORM WATER TO BE HELD AND CONTAINED ON SITE.

WHEREAS THE OWNER OF LOT NUMBER ONE (1) AND CITY RECOGNIZE THAT THE SUBJECT REAL ESTATE UPON WHICH THE SAID OWNER'S BUILDING IS LOCATED IS NOT OF SUFFICIENT SIZE TO ALLOW SAID OWNER TO COMPLY WITH THE CURRENT SURFACE WATER DISCHARGE STANDARDS, REGULATIONS AND ORDINANCE; AND

WHEREAS CITY INTENDS TO ALLOW FOR ALTERNATE SURFACE WATER DRAINAGE BY ALLOWING LOT NUMBER ONE (1) TO CONNECT TO AND DISCHARGE STORM WATER INTO THE CITY'S EXISTING STORM SEWER SYSTEM AS LONG AS CITY CAN ACCOMMODATE SUCH CONNECTION WITHOUT UNDUE OPERATIONAL COSTS OR NEGATIVELY IMPACTING THE EXISTING STORM SEWER SYSTEM.

IT IS THEREFORE AGREED BY CITY AND THE OWNER OF LOT NUMBER ONE (1) AS FOLLOWS:

- 1. OWNER OF LOT NUMBER ONE (1) IS PERMITTED TO CONNECT THE SUBJECT REAL ESTATE TO CITY'S SEPARATED STORM SEWER SYSTEM THROUGH AN EXISTING INLET LOCATED ALONG THE WEST LINE OF THE SUBJECT REAL ESTATE. THE PLANS AND SPECIFICATIONS DEVELOPED BY OR ON BEHALF OF SAID OWNER TO CONNECT TO CITY'S STORM SEWER SYSTEM MUST BE APPROVED IN WRITING BY CITY'S STORM WATER ENGINEER PRIOR TO CONSTRUCTION AND CONNECTING TO THE STORM SEWER SYSTEM.
2. OWNER OF LOT NUMBER ONE (1) SHALL MAINTAIN THE CONNECTION TO CITY'S STORM SEWER SYSTEM AT SAID OWNER'S EXPENSE.
3. OWNER OF LOT NUMBER ONE (1) SHALL MAINTAIN THE PRIVATE LINE CONNECTING TO THE CITY'S STORM SEWER SYSTEM AT SAID OWNER'S EXPENSE.
4. OWNER OF LOT NUMBER ONE (1) SHALL NOT DISCHARGE ANY LIQUID OR SUBSTANCE OTHER THAN CLEAR AND CLEAN STORM WATER INTO THE CITY'S STORM WATER SEWER SYSTEM. IN THE EVENT THAT OWNER OF LOT NUMBER ONE (1) DOES DISCHARGE ANY LIQUID OR SUBSTANCE OTHER THAN CLEAR AND CLEAN STORM WATER INTO THE CITY'S STORM SEWER SYSTEM, THEN SAID OWNER OF LOT NUMBER ONE (1) SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED TO THE CITY'S STORM SEWER SYSTEM AND ANY CLEAN-UP REQUIRED.



LOCATION MAP N.T.S.

LAND SURVEYOR'S CERTIFICATE

I, GREGORY C. SHOCK, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED OR CERTIFIED BY ME ON THE 9TH DAY OF JANUARY, 2017, THAT ALL MONUMENTS ARE OR WILL BE WITHIN SIX MONTHS OF RECORDING PLAT INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE PLATTING ORDINANCE; AND THAT THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE ACCURATELY SHOWN.

THIS PLAT IS IN ACCORDANCE WITH TITLE 885, ARTICLE 1, CHAPTER 12, SECTION 1 THROUGH 29 OF THE INDIANA ADMINISTRATIVE CODE. THE BOUNDARY LINES OF THIS PLAT CONFORM TO A SURVEY MADE UNDER MY SUPERVISION AND SAID SURVEY IS RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA IN INSTRUMENT NUMBER \_\_\_\_\_

I, GREGORY C. SHOCK, AFFIRM, UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

GREGORY C. SHOCK P.L.S. #50484

ABONMARCHE
1009 South North Street
Goshen, IN 46526
T. 574.533.9913
F. 574.533.9911
abonmarche.com

Boile Creek
Benton Harbor
Monticello
South Haven
Vaporadio
Engineering - Architectural - Land Surveying



EXHIBIT C

Notice of Tenant/Buyers Exercise of Option  
to Purchase Real Estate

This notice is given to the City of Goshen and the Goshen Redevelopment Commission by Goshen Brewing Company. Goshen Brewing Company hereby exercises its right to purchase the real estate at 315 West Washington Street, Goshen under the terms and conditions set forth in the October 31, 2013 Agreement For The Lease And Development Of Real Estate executed by the City of Goshen Redevelopment and Goshen Brewing Company by its President, Jesse Sensenig as modified by amendments to the agreement executed on November 12, 2019.

\_\_\_\_\_  
Goshen Brewing Company  
Jesse Sensenig, President  
315 W. Washington Street  
Goshen, IN 46526

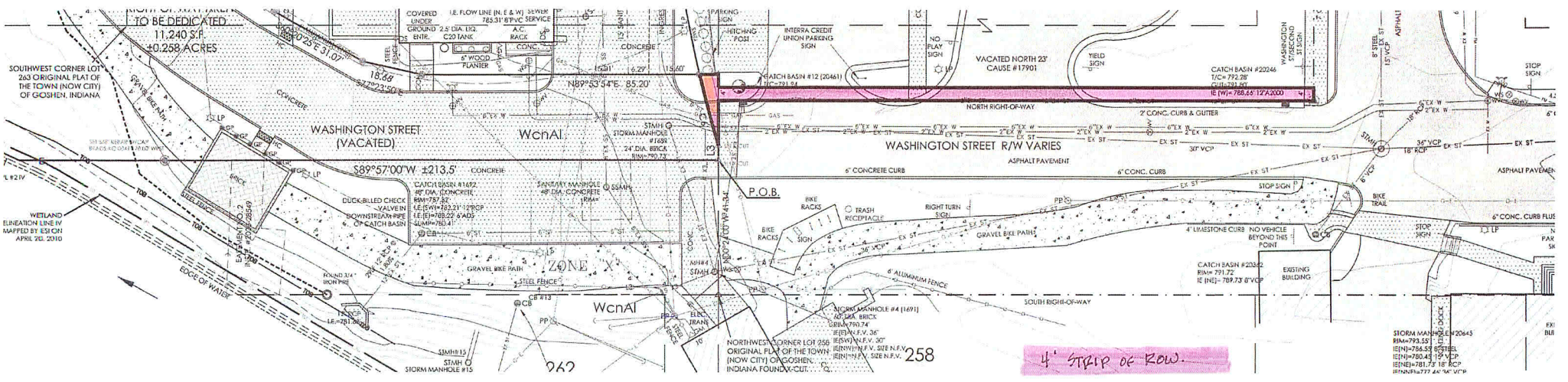
STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ELKHART                )

Before me the undersigned, a Notary Public, personally appeared \_\_\_\_\_  
and acknowledged the execution of this Agreement on \_\_\_\_\_ day of \_\_\_\_\_, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County, Indiana  
My Commission Expires: \_\_\_\_\_

# EXHIBIT D



## **RESOLUTION 67-2019**

### **Approve Execution of Change Order No. 6 with Rieth Riley Construction for Kercher Road Reconstruction Phase 1**

WHEREAS this change order is for a utility conflict with NIPSCO fiber. The fiber was not marked and was in conflict with a storm sewer which prevented subgrade treatment to be applied.

WHEREAS this change order is an additional \$13,164.81 to the current contract for a new contract price of \$4,756,311.05. INDOT finds the additional costs non-participating therefore the City is required to pay 100% of the cost for this change order.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Number Six (6) with Rieth Riley Construction which is attached to and make a part of this Resolution and Community Director Mark Brinson is authorized to execute Change Order No. 6 on behalf and the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on November 12, 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 ORDERS 6 FOR KERCHER PH 1 PROJECT (PN 2012-0016)**

DATE: November 12, 2019

---

Please see attached Change Order # 6 for the Kercher Ph 1 project from the railroad tracks to Dierdorff- (Des. # 1400713, Project # 2012-0016). This change order is due to a utility conflict with NIPSCO fiber. The fiber line was not marked and was in conflict with the storm sewer and needed to be relocated. The relocation of the fiber prevented the contractor from applying the subgrade treatment at the time the rest of the road was done. The contractor had to come back at a later date to do the subgrade treatment. Since this is due to a utility delay, INDOT finds the additional costs non-participating and therefore the City is required to pay 100% of the costs for this change order.

The cost for this change order is an additional \$13,164.81 to the current contract price of \$4,743,146.24 bringing the new contract price to \$4,756,311.05.

It is requested the Redevelopment Commission approve Change Order # 6 for the Kercher Ph 1 project (Des # 1400713, Project # 2012-0016) with Rieth Riley Construction. This change order is a \$13,164.81 increase bringing the contract price to \$4,756,311.05.

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 -37645

AE:Koch, Michael

Letting Date:02/07/2018

PE/S:Ludwig, Jack

Status:Pending

**Change Order Information**

Date Generated: 00/00/0000

Change Order No.: 006

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Utility Related

Description: Subgrade Treatment for Nipsco delay areas / Funds balancing

Original Contract Amount \$ 4,719,000.00

Current Change Order Amount \$ 13,164.81

Percent: 0.279 %

Total Previous Approved Changes \$ 24,146.24

Percent: 0.512 %

Total Change To-Date \$ 37,311.05

Percent: 0.791 %

Modified Contract Amount \$ 4,756,311.05

**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 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 No: R -37645  
Change Order No: 006

INDIANA  
Department of Transportation

Date: 10/16/2019  
Page: 3

Contract: R -37645  
Project: 1400713 - State: 140071300LC2  
Change Order Nbr: 006  
Change Order Description: Subgrade Treatment for Nipsco delay areas / Funds balancing  
Reason Code: CHANGED COND, Utility Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0032	1400713	0031	207-09935	SYS	35.010	-791.570	C	Amount:\$ -27,712.86
<b>Item Description:</b> SUBGRADE TREATMENT, TYPE IC								
Supplemental Description1:								
Supplemental Description2:								
0180	1400713	0180	207-09935	SYS	35.010	1167.600	C	Amount:\$ 40,877.67
<b>Item Description:</b> SUBGRADE TREATMENT TYPE IC								
Supplemental Description1:								
Supplemental Description2:								

Total Value for Change Order 006 = \$ 13,164.81

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

Nipsco Gas and Electric delayed work on the west end of the job. This is explained in change order 1 which is attached. There was a Nipsco fiber line in conflict with installing storm sewer structures and pipe on the east end of the project as well. Nipsco could not or would not mark the location of this line from 6/3/19 to 6/14/19. After line was marked on 6/14/19 it was confirmed it was in conflict with storm. The line was exposed with hydro vac by Robert Henry Corp and relocated. The relocation was complete on 7/10/19. The 1B subgrade treatment could not be completed in this area as the subcontractor doing the work was on site on 6/6 and 6/7. The subgrade treatment was completed around the conflict area as much as possible but the north side of the pavement section had to be completed at a later date with the Type 1C subgrade treatment. The 791.57 sys on co 1 for cln 0032 is being deducted on this change order as it should have been a non participating pay item. Please see attachment with locations and explanations of subgrade treatment areas. The contractor is not asking for a time adjustment for the delays associated with the Nipsco fiber delay.

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: RJEETH-RILEY CONST. Co. INC.

Signed By: [Signature]

Date: 10/16/19

\*\*\*\*\*

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

Contract No:R -37645  
Change Order No:006

INDIANA  
Department of Transportation

Date:10/16/2019  
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
Project Engineer/Supervisor	Ludwig, Jack	00/00/0000	Action Pending

  
\*\*\*\*\*

Contract No:R -37645

Change Order No.: 001

INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary

Page: 1

<b>Contract Information</b>	Contract No.: R -37645	Letting Date:02/07/2018
District:FT. WAYNE DISTRICT	AE:Koch, Michael	PE/S:Ludwig, Jack Status:Pending

<b>Change Order Information</b>	Change Order No.: 001	EWA: Y or Force Acct: N
Date Generated: 00/00/0000	Date Approved: 00/00/0000	

Reason Code: CHANGED COND, Utility Related

Description: Nipsco Gas and Electric delays

Original Contract Amount	\$ 4,719,000.00	
Current Change Order Amount	\$ 24,146.24	Percent: 0.512 %
Total Previous Approved Changes	\$ 0.00	Percent: 0.000 %
Total Change To-Date	\$ 24,146.24	Percent: 0.512 %
Modified Contract Amount	\$ 4,743,146.24	

**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 31 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 M. Koch Date Issued 3/14/19  
Total Change To-Date > 5%? Y /  N If Y, Copy to Program Budget Manager \_\_\_\_\_

Scope/Design Recommendation Required? Y /  N If Y, Referred to Project Manager (PM) \_\_\_\_\_  
Date to PM 3/14/19 Date Returned: 3/15/19

Approval Authority Concurs with PM?  Y /  N If Y, Concurrence by J. Lowry Date 3/15/19  
If N, Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Resolved by \_\_\_\_\_ Date \_\_\_\_\_

LPA Signatures Required?  Y /  N If Y, Date to LPA 4/8/19 Date Returned 5/22/19  
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 -37645  
Change Order No: 001

INDIANA  
Department of Transportation

Date: 04/08/2019  
Page: 3

Contract: R -37645  
Project: 1400713 - State: 140071300LC2  
Change Order Nbr: 001  
Change Order Description: Nipsco Gas and Electric delays  
Reason Code: CHANGED COND, Utility Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0031	1400713	0030	207-09934	SYS	7.390	-791.570	C	Amount:\$ -5,849.70
Item Description: SUBGRADE TREATMENT, TYPE 1B Supplemental Description1: Supplemental Description2:								
0032	1400713	0031	207-09935	SYS	35.010	791.570	C	Amount:\$ 27,712.86
Item Description: SUBGRADE TREATMENT, TYPE 1C Supplemental Description1: Supplemental Description2:								
0178	1400713	0178	801-06203	LFT	0.260	5608.000	C	Amount:\$ 1,458.08
Item Description: TEMPORARY PVTM MARKING 4 IN Supplemental Description1: Supplemental Description2:								
0179	1400713	0179	110-01001	LS	825.000	1.000	C	Amount:\$ 825.00
Item Description: MOBILIZATION AND DEMOBILIZATION Supplemental Description1: For Temporary Pavement Marking Supplemental Description2:								

Total Value for Change Order 001 = \$ 24,146.24

**Milestone Time Adjustment**

Milestone Nbr: 01

Milestone Description: INTERMEDIATE COMPLETION DATE 1

Original Completion dt: 11/19/2018 Adj compl dt: 12/20/2018 Adj No. of Days 31

Explanation: Nipsco Gas and Nipsco Electric both delayed work on the west end of the project until 10/25/18 and 11/02/18 respectively. This delayed the critical path of the schedule for a total of 29 days. Per contract documents Nipsco Electric and Nipsco Gas were to be done with their relocations by 6/20/18 and 7/27/18. The subgrade treatment in the impacted area had to be changed from Type 1B to Type 1C. This added an additional 2 days to the schedule for a total of 31 days. Please see attached schedule showing Nipsco delays and controlling operations.

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

The time extension and costs involved with this change order are due to delays encountered on the west end of the project. Nipsco Electric pole and Nipsco gas main relocation excavations where issues in this area that caused delays and subsequent extra costs. The subgrade treatment had to be changed from Type 1B to Type 1C due the area not being ready due to Nipsco Gas excavation for work on gas main relocation. See attachment. Due to these delays HMA surface was not placed in 2018 because of weather limitations late in the season. Temporary pavement markings needed to be added to the contract. Please see attached documentation.

General or Standard Change Order Explanation

A contract time adjustment is required for this change and has been addressed herein.

**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.

Contract No:R -37645

INDIANA

Date:04/08/2019

Change Order No:001

Department of Transportation

Page: 4

Contractor: KEITH-RELY

Signed By: PAUSE

Date: 5/28/19

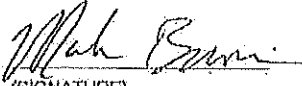
NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No: R-37645  
Change Order No: 001

INDIANA  
Department of Transportation

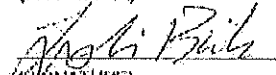
Date: 04/08/2019  
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

  
(SIGNATURE)

Director of Community  
(TITLE) Development

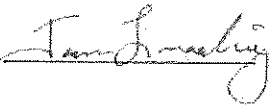
4/10/19  
(DATE)

  
(SIGNATURE)

Civil Traffic Engineer  
(TITLE)

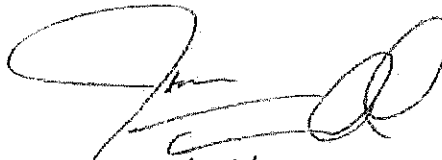
4/10/19  
(DATE)

SUBMITTED FOR CONSIDERATION

PE/S 

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Ludwig, Jack	00/00/0000	Action Pending
Area Engineer	Koch, Michael	00/00/0000	Action Pending

  
5/21/19  
MACOG OK

Type 1C Subgrade Treatment Areas

Nipsco Gas and Electric delay area (from c.o. 1)

189+42 to 190+84

142' x 50.17' = 791.57 sys

Nipsco Fiber delay

237+10 to 238+32 122' x 5.5' av. = 74.56 sys

238+32 to 242+19 387' x 7' = 301.00 sys

Total 375.56 sys



## **RESOLUTION 68-2019**

### **Approve Execution of Change Order No. 3 for Northwest Bike Trail**

WHEREAS this change order is to extend the intermediate completion date from September 21, 2018 to May 11, 2019 due to weather delays.

WHEREAS this change order is a no cost change order and 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 Three (3) which is attached to and made a part of this Resolution and Community Director Mark Brinson is authorized to execute Change Order No. 3 on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on November 12, 2019

#### **GOSHEN REDEVELOPMENT COMMISSION**

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Thomas W. Stump, President

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Andrea Johnson, Secretary



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • 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, Engineering Department

RE: **NORTHWEST BIKE TRAIL CHANGE ORDER #3**  
**PN: 2010-0023 DES NO. 1382811**

DATE: November 12, 2019

---

Attached is Change Order #3 for the Northwest Bike Trail project. This change order is to extend the intermediate completion of the project from 9/21/18 to 5/11/19 due to wet weather and unsuitable conditions in the fall of 2018. Wet weather made it difficult for the contractor to achieve proper grading and landscape restoration. This change order does not change the current contract price.

**It is requested the Redevelopment Commission approve Change Order #3 for the Northwest Bike Trail (PN: 2010-0023) changing the intermediate completion date from 9/21/18 to 5/11/19 due to weather delays.**

Thank you for your consideration of this request.

Contract No:R -36376

Change Order No.: 003

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

Page: 1

**Contract Information**

District:FT. WAYNE DISTRICT

Contract No.: R -36376

AE:Koch, Michael

Letting Date:03/14/2018

PE/S:Dietz, Don

Status:Pending

**Change Order Information**

Date Generated: 00/00/0000

Change Order No.: 003

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: CHANGED COND, Weather Related

Description: Final Completion

Original Contract Amount

\$ 1,245,219.95

Current Change Order Amount

\$ 0.00

Percent: 0.000 %

Total Previous Approved Changes

\$ 191,917.78

Percent: 15.412 %

Total Change To-Date

\$ 191,917.78

Percent: 15.412 %

Modified Contract Amount

\$ 1,437,137.73

**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 184

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 Required? Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
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 -36376  
Change Order No:003

INDIANA  
Department of Transportation

Date:10/24/2019  
Page: 3

Contract: R -36376  
Project: State:138281100LC2  
Change Order Nbr: 003  
Change Order Description: Final Completion  
Reason Code: CHANGED COND, Weather Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
-----	-----	-----	-----------	------	------------	--------	---------	---------------

Total Value for Change Order 003 = \$ 0.00

**Milestone Time Adjustment**

MileStone Nbr: 01  
Milestone Description: INTERMEDIATE COMPLETION DATE  
Original Completion dt: 09/21/2018 Adj compl dt 05/11/2019 Adj No. of Days 184  
Explanation: Project Intermediate Completion Date is being extended 184 days due to wet weather in the fall of 2018.

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

The project Intermediate Completion Date is being extended to May 11, 2019 due to wet weather and unsuitable conditions in the fall of 2018. Unforeseen extra work was added to the contract and extended the existing intermediate completion date through CO 1 and CO 2 to 11-8-18. Wet conditions and heavy rain made it difficult to acheive the proper grading required for ditch slopes and the placement of topsoil and permanent seeding this late in the year. It was agreed to by the City of Goshen, Lawson-Fisher Associates, and INDOT representative Mike Koch that the project would be best served by letting the soil on site dry out to be fine graded and seeded in the spring of 2019. Grading at this time would allow the contractor Rieth Riley to obtain an acceptable smoothness of the grade to place seed and allow for mowing once the contract was completed.

**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: 10/24/19

Signed By: \_\_\_\_\_  
Sasha Malanwick

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



Contract No:R -36376  
Change Order No:003

INDIANA  
Department of Transportation

Date:10/24/2019  
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

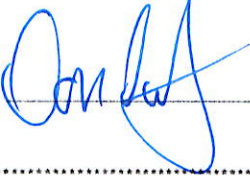
(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S



APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Dietz, Don	00/00/0000	Action Pending
Area Engineer	Koch, Michael	00/00/0000	Action Pending
District Construction Director	Spren, Jason	00/00/0000	Action Pending
State Construction Engineer	Pankow, Greg	00/00/0000	Action Pending

## **RESOLUTION 69-2019**

### **Approve Request to Execute a Contract with Quality Excavating, Inc. for the Temporary Parking Lot Removal in the 400 Block of South Third Street**

WHEREAS when the new parking lot south of Jefferson Street and east of the Hawks Building was constructed the millings from the temporary lot were relocated to the 400 Block of South Third Street for a temporary parking lot.

WHEREAS three (3) quotes were requested for the removal of the temporary lot and Quality Excavating, Inc. provided the low quote. It involves removal of millings, grading of the site, import of topsoil and seeding of the area to restore it. The lump sum price is \$9,675.00. The timeline would be to remove this fall.

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

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

PASSED and ADOPTED on November 12, 2019

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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: November 12, 2019

RE: Request for Permission to Execute a Contract with Quality Excavating, Inc. for Temporary Parking Lot Removal in the 400 block of South Third Street

---

In August, HRP Construction began work on the new parking lot south of Jefferson Street and east of the Hawks Building. Their work required removal of the previously installed temporary parking lot that the commercial and residential tenants in the area were using and, although their contract called for the removal and disposal of the millings, HRP was instead willing to relocate the asphalt millings to the 400 block of South Third Street to construct for the City a new temporary parking area. For the past three months, that lot has been utilized but is now no longer needed as the new permanent parking lot is complete.

We have requested quotes from three companies for the removal of the temporary lot now that it's no longer being used and the scope for this project includes removal of millings, grading of the site, import of topsoil and seeding of the area to restore it. We are requesting the Commission's approval to move forward with Quality Excavating for this work for a lump sum fee of \$9,675. The timeline would be to remove the lot yet this fall.





**CITY OF GOSHEN**  
**REDEVELOPMENT COMMISSION**  
**2020 Meeting Schedule**

The 2020 regular meetings of the Goshen Redevelopment Commission will take place on the second Tuesday of each month at 3:00 p.m. as set forth below. The meetings will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

January 14, 2020

February 11, 2020

March 10, 2020

April 14, 2020

May 12, 2020

June 9, 2020

July 14, 2020

August 11, 2020

September 8, 2020

October 13, 2020

November 10, 2020

December 8, 2020

All meetings of the Goshen Redevelopment Commission are open to the public with the exception of an executive session that may be held as authorized by Indiana Code §5-14-1.5-6.1. Meetings in addition to those listed above may be scheduled as necessary, subject to public notice requirements.

## **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 **October 8, 2019** through **November 9, 2019** and finds that entries are allowed in the total amount of **\$404,052.83**

**APPROVED** on November 12, 2019

---

Thomas W. Stump, President

---

Andrea Johnson, Secretary

## GOSHEN REDEVELOPMENT COMMISSION Itemized Expenditure Report

Claims from 10/08/19 through 11/8/19

Invoice Date	Payee	Description	Claim #	Line Number	Amount
10/16/2019	Sherwin Williams Company	Paint for 611 N 2nd St	1563	406-560-00-436.0100	\$98.94
10/16/2019	Hartman Electric	Repair of 200 AMP service hit by tree at 65736 State R	1566	406-560-00-431.0502	\$447.24
10/16/2019	John Hall's True Value Hardware (00081)	Bulbs	1565	406-560-00-436.0100	\$2.99
10/16/2019	NIPSCO (00014)		1564	406-560-00-435.0101	\$19.01
10/16/2019	NIPSCO (00014)		1564	406-560-00-435.0201	\$18.34
10/17/2019	American Structurepoint, Inc. (03093)	Inv 114238 & 115713 paid fixed fee portion and not ent	1569	480-560-00-431.0502	\$9,645.00
10/17/2019	Mark Brinson (06374)	Clothing/Health Club Membership	1568	406-560-00-413.0701	\$100.00
10/17/2019	Stiver's Lawn Care (06577)	September Mowing	1567	406-560-00-431.0502	\$2,823.33
10/18/2019	Baker Tilly Municipal Advisors, LLC	Professional Services for DLGF Neutralization workshe	1570	473-560-00-431.0502	\$2,580.00
10/18/2019	Baker Tilly Municipal Advisors, LLC	Professional Services for DLGF Neutralization workshe	1570	480-560-00-431.0502	\$2,580.00
10/18/2019	Baker Tilly Municipal Advisors, LLC	Professional Services for DLGF Neutralization workshe	1570	484-560-00-431.0502	\$645.00
10/22/2019	Lochmueller Group(09835)	Kercher Road Phase 2	1572	473-560-00-431.0502	\$16,462.26
10/22/2019	Lochmueller Group(09835)	Kercher Road Phase 2	1573	473-560-00-431.0502	\$30,212.13
10/22/2019	Yoder Concrete LLC (10321)	Fire Training Facility	1571	473-560-00-442.0000	\$255.20
11/1/2019	V & S Incorporated	Millings from Fire Tower	1574	473-560-00-442.0000	\$5,013.23
11/1/2019	Community Business Equipment (04491)	Office Suplies	1578	406-560-00-429.0002	\$49.89
11/1/2019	NIPSCO (00014)	611 N 2nd St	1576	406-560-00-435.0101	\$20.70
11/1/2019	NIPSCO (00014)	611 N 2nd St	1576	406-560-00-435.0201	\$29.25
11/1/2019	NIPSCO (00014)	65706 State Road 15	1575	406-560-00-435.0101	\$24.21
11/1/2019	NIPSCO (00014)	65706 State Road 15	1575	406-560-00-435.0201	\$16.71
11/1/2019	Truth Publishing Company, Inc. (01744)	Subscription	1577	406-560-00-439.0301	\$207.00
11/4/2019	City of Goshen Utilities	Sprinkler bill for 212 W Jefferson St Parking Lot	1579	480-560-00-439.0930	\$8.90
11/4/2019	City of Goshen Utilities	Water bill for 65736 State Road 15	1579	406-560-00-431.0502	\$20.88
11/4/2019	Abonmarche (05859)	Steury/Lincoln Avenue Reconstruction	1580	480-560-00-431.0502	\$9,190.00
11/4/2019	Elko Title Corporation (04462)	Title Search for 621 /12 South Third Street	1581	480-560-00-439.0930	\$140.00
11/5/2019	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Professional Services - E Lincoln Reconstruction, Bridg	1584	480-560-00-439.0930	\$726.60
11/5/2019	Goshen, City of	Major Moves Loan Payment	1582	480-560-00-438.0100	\$197,712.13

Invoice Date	Payee	Description	Claim #	Line Number	Amount
11/5/2019	John Hall's True Value Hardware (00081)	Batteries	1583	406-560-00-429.0002	\$3.89
11/8/2019	Barkes, Kolbus, Rife & Shuler-FID ACCT (05080)	Purchase of 921 E Lincoln Ave	1585	480-560-00-442.0000	\$125,000.00
				<b>Total:</b>	<b>\$404,052.83</b>



# November 2019 Redevelopment Staff Report

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**PROJECT: GOSHEN THEATER RENOVATION- PHASE I**

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.

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**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.

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**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.

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**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 is substantially complete.

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**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. Asbestos assessment have been completed on six (6) of the eight (8) homes that we are acquiring and we will then proceed with bidding out demolition of the homes in December.

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**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

The work is substantially complete and a punch list is being created to close out the project.

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**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 switch to two way traffic as the contractor begins work on the south side of the road. The remaining work will all be under two way traffic for the remainder of the project.

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**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.

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**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.

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**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.

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**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 December to allow for a Spring 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 winter with construction beginning in 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 will be completing the concrete items for the project soon. The road will be repaved and striped in the spring of 2020.

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**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.

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**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.

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**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.

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**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.

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**PROJECT: WATERFORD MILLS PARKWAY FROM SR 15 TO CR 40**

PROJECT DESCRIPTION

The next phase of the Waterford Mills Parkway project will be to extend the road to the west and connect to CR 40, east of the existing bridge. The City of Goshen and Elkhart County will be working together to design and build this project, with the County taking the lead role.

PROJECT UPDATE

The County has prepared preliminary analysis of possible alignments, including a “no build” option. The County has hired the Lochmueller Group to conduct a traffic study, to further evaluate the options. The County is preparing a draft inter-local agreement, which will define the roles and responsibilities of both parties in the design and construction of this roadway. The interlocal agreement should be presented to the Redevelopment Commission in late 2019 or early 2020.