



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

The Goshen Redevelopment Commission will meet on December 10, 2019 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF MINUTES

3. OLD BUSINESS

Committee Recommendation for 401 South Third Street/204 West Madison Street

4. NEW BUSINESS

Resolution 70-2019 Approve and Authorize Execution of Agreement for the Sale and Purchase of Real Estate Located at 621 ½ South Third Street

Resolution 71-2019 – Approval of the Agreement with Barkes, Kolbus, Rife & Shuler, LLP for Attorney Services

Resolution 72-2019 – Approve Execution of Change Order No. 2 with Niblock Excavating, Inc. for Main Street Streetscapes

Resolution 73-2019 – Approve Execution of Change Order No. 3 with Niblock Excavating, Inc. for Main Street Streetscapes

Resolution 74-2019 - Ratify Execution of Agreement with Quality Excavating, Inc. for the Temporary Parking Lot Removal in the 400 Block of South Third Street.

5. APPROVAL OF REGISTER OF CLAIMS

6. MONTHLY REDEVELOPMENT STAFF REPORT

7. UPDATE – Goshen Theater

8. 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.

9. ANNOUNCEMENTS

Next Regular Meeting – January 21, 2020 at 2:00 p.m.

10. EXECUTIVE SESSION

Pursuant to the provisions of the Open Door Law and Indiana Code § 5-14-1.5-6.1(b)(2)(D), the Goshen Redevelopment Commission will meet in executive session at the conclusion of the regular meeting for discussion of strategy with respect to the purchase or lease of real property.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of November 12, 2019

The Goshen Redevelopment Commission met in a regular meeting 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.

CALL TO ORDER/ROLL CALL

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

Present: Brian Garber, Andrea Johnson, Thomas Stump, and Vince Turner

Absent: Bradd Weddell

APPROVAL OF MINUTES

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to approve the minutes of the October 8, 2019 regular meeting. The motion was adopted unanimously.

OPEN PROPOSALS -

1213 & 1215 Hickory Street – No proposals received.

Third and Madison Street Properties – No proposals received.

(:58) Commissioner Stump commented that no new proposals were received for Third and Madison Street and we still have the proposal from Adam Scharf and need to take action, either accept or deny it

(1:20) Mark Brinson, Community Development Director, answered that action can be taken or it can also be tabled. When a proposal is received we have a committee review it. When the committee previously reviewed the proposal it was determined not to be a qualifying proposal and now it can be considered. The same committee will review the proposal.

A motion was made by Commissioner Turner and seconded by Garber to refer the proposal for Third and Madison Street to the committee for a recommendation. The motion was adopted unanimously.

(2:37) Becky Hutsell, Redevelopment Project Manager, stated that since no qualifying proposals were received for the Hickory Street lots it will be open for an additional 30 days and Mark Brinson stated that the additional 30 days will be after the December meeting so any proposals received will be opened up by the Board of Public Works. The same committee will review proposals and make recommendations.

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

(5:10) Jason Semler, Baker Tilly, did a power point slide presentation and explained the documents that were handed out with project TIF numbers and obligations for the next 5 years for River Race, Southeast and Plymouth Avenue TIF. This information is used for the 5 year capital plan.

(21:00) Mark Brinson, Community Development Director, explained the requirements of the new law. Talked about the current capital plan and current projects for each TIF. Pointed out projects for next year.

OLD BUSINESS

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

(26:45) Commissioner Garber abstained and left the room.

(27:18) Becky Hutsell, Redevelopment Project Manager, stated that this property is needed to improve the turning radius on Lincoln Avenue to Steury Avenue. The purchase price is \$119,000 with an additional reimbursement of \$2,479.15 for relocations expenses, appraisal and title search. Owner has possession until January 15, 2020.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson Turner to approve Resolution 60-2019 with Commissioner Garber abstaining. The motion passed 3-0 with 1 abstention.

NEW BUSINESS

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

(30:51) Becky Hutsell, Redevelopment Project Manager, at last month's meeting requested the commission approve the scope for TechServ to complete asbestos assessment at 8 properties. At that time the agreement was not in place. Asking the commission to ratify the agreement. 6 of the 8 homes have been assessed. Waiting for access for the others.

(31:43) Betsy Garber, 921 East Lincoln, asked when results would be available and if the homeowner will be notified and Becky Hutsell replied that she has received email conformation that only 2 homes have asbestos and hers is not one of them.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 64-2019. The motion was adopted unanimously.

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

(33:25) Becky Hutsell, Redevelopment Project Manager, requesting permission to approve contract amendment No 4 with Stiver Lawn Care. Last year the commission approved the demolition of 103, 105 & 107 West Wilkinson Street. These lots were not part of the mowing contract and need to be added at a lump sum price of \$800 for the remainder of the season.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve Resolution 65-2019. The motion was adopted unanimously.

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

(34:45) Mark Brinson, Community Development Director, stated that this is for Goshen Brewing at 315 West Washington Street which is currently owned by the city and leased with an option to purchase by 2021. Jesse Sensing, President of Goshen Brewing, has meet with city staff to discuss the proposal to add solar panels to the property which have to be approved by the commission since it was not in the

original lease. In addition to amending the lease, Mr. Sensing has advised of this intent to exercise the option to purchase the building for \$95,000 which is also a part of the lease agreement.

(36:00) Jese Sensenig, President of Goshen Brewing, commented on the addition of the solar panels.

(37:45)—Commissioner Turner asked if he is exercising the option to purchase, why need our approval and Mark Brinson responded that he is giving his intent and would not be closing until 2021.

(38:02) Mr. Sensenig commented that it was brought to the table when meeting with city staff so that maybe could potentially exercise that right so would not have to go thru this process if there was anything in the next year.

(38:44) Becky Hutsell, Redevelopment Project Manager commented that her opinion that the Legal Department proposed inserting that option is because ownership of the electric becomes complicated with NIPSCO, we own building but he has the agreement with NIPSCO for the solar power by having that language inserted into agreement it demonstrates to NIPSCO that he will be the owner.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve Resolution 66-2019. The motion was adopted unanimously.

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

(40:10) Leslie Biek, Traffic Engineer, stated that this change order will increase the contract price by \$13,164.81. Last year when the contractor was installing a storm sewer they realized that NIPSCO fiber had not been marked. This was talked about in Change Order No. 1. There was a delay because of the conflict. INDOT is stating that this is a utility delay and they will not cover so this will be 100% local funds.

(41:45) Commissioner Stump asked if NIPSCO had any responsibility in this and Ms. Biek responded it is the intent of NIPSCO that we can pass on any additional fees to them if that is what we chose to do.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve Resolution 67-2019. The motion was adopted unanimously.

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

(43:03) Leslie Biek, Traffic Engineer, stated this change order is for time extension for the project. Based on previous change orders the project was delayed and intermediate completion date was September 21, 2018 but due to very wet weather last fall they were unable to complete the final landscaping restoration improvements. This change order is to change the intermediate completion date from September 21, 2018 to May 11, 2019. No cost change order.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to approve Resolution 68-2019. The motion was adopted unanimously.

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

(44:32) Becky Hutsell, HRP Construction relocated the millings from the temporary parking lot along Jefferson Street to the temporary parking lot on South Third Street. The parking lot on Jefferson Street

is not complete and requested quotes from contractors and Quality Excavating provided the only quote. They are proposing to remove the millings, import top soil and seed the yard this year with a not to exceed price of \$9,675. Work to be completed by mid-December.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 69-2019. The motion was adopted unanimously.

DISCUSSION

Committee for 5 Year Capital Plan

(47:00) Mark Brinson, Community Development Director, stated that this is an annual update to the five year capital plan. This is a committee process then come back to commission with a recommendation. Looking for 2 volunteers from commission to work with staff. Commissioner Stump and Commissioner Turner volunteered.

2020 Meeting Date

Commissioner stump has a conflict with the meeting in January. The meeting will be changed from January 14 to January 21, 2020 @2:00.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to approve the meeting dates for 2020. The motion was adopted unanimously.

UPDATE

Kercher Road Traffic

(50:09) Leslie Biek, Traffic Engineer, stated that currently working on punch list items but Phase 1 of Kercher Road Reconstruction is basically complete. Phase 2 is now open to two way traffic and will remain two way traffic for the duration of the project.

APPROVAL OF REGISTER OF CLAIMS

Commissioner Garber stated he is abstaining.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to approve payment of the Register of Claims totaling \$404,052.83. The motion was adopted 3-0 with 1 abstention.

MONTHLY REDEVELOPMENT STAFF REPORT

Mark Brinson, Community Development Director talked the Waterford Mills Parkway project from State Road 15 to County Road 40. This is a joint venture between Elkhart County and the City.

OPEN FORUM

(54:00) Commissioner Turner talked about the dedication ceremony for the new 9th Street path that was recently held. He commented that he felt it is a terrific project and a great addition to the neighborhood. Commissioner Turner thanked Becky Hutsell for all her hard work on this project.

(55:00) Betsy Garber, 921 E Lincoln Avenue, read a letter regarding her home and the history of the property. Also commented on the process of buying homes based on appraisal price vs. resale price and hoping there can be a better way in the future.

ANNOUNCEMENTS

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

ADJOURNMENT

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

The regular meeting was adjourned at 3:59 p.m.

APPROVED on December 10, 2019.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



CITY OF GOSHEN LEGAL DEPARTMENT

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December 4, 2019

To: City of Goshen Redevelopment Commission

Re: 204 W. Madison Street/401 S. Third Street

Mark Brinson, Becky Hutsell, Larry Barkes, Andrea Johnson, and Brian Garber met with Adam Scharf on November 15, 2019. Based on that conversation the Redevelopment staff and Commission Members, make the following recommendation to the Redevelopment Commission.

Lots one (1), two (2), and three (3) as shown on Exhibit C attached to the Request for Proposals to Purchase Real Estate issued by the Redevelopment Commission will be retained by the Redevelopment Commission. Lots four (4) and five (5) will be sold to Rethinking Buildings, LLC or another legal entity created for this development (Rethinking Buildings) for the sum of Twenty-Five Thousand Dollars (\$25,000.00)

Rethinking Buildings will be required to demolish the structures currently on Lot five (5) by May 31, 2020. The cost of that demolition will be credited against the purchase price for Lots four (4) and five (5). If the purchase price is more than the demolition cost, the difference will be paid to Redevelopment within forty-five (45) days of the demolition. In addition, Rethinking Buildings will be required to make the repairs to Lot four (4) listed in Exhibit I attached to the this recommendation, by December 31, 2020.

If Lots four (4) and five (5) are developed for residential purposes, staff will support waiving any on-site stormwater retention requirement. If Rethinking Buildings proposes to develop Lot four (4) for commercial purposes, Redevelopment will support a change to B-2 zoning provided that Rethinking Buildings executes a commitment agreement adequately addressing needed parking and screening of the lots acquired. Rethinking Buildings' design for commercial development must provide for sufficient on site stormwater retention such as a permeable paver system.

Redevelopment will not fund any infrastructure improvement for the site, an environmental assessment or pay any other expense associated with developing the site. Redevelopment does not intend to sell either parcel 20-11-09-456-003.000-015 or 20-11-09-456-022.000-015 and will not grant Rethinking Buildings a right of first refusal.

Rethinking Buildings must provide Redevelopment with a conceptual plan for the development of Lot four (4) prior to the transfer of title of Lots four (4) and five (5) to Rethinking Buildings and no later than May 31, 2020. The conceptual plan will need approval by Redevelopment, but Redevelopment will not be permitted to unreasonably withhold such approval.

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.

RESOLUTION 70-2019

**Approve and Authorize Execution of Agreement for the
Sale and Purchase of Real Estate
Located at 621 ½ S. Third Street**

WHEREAS, the City owns the property located at 621 ½ S. Third Street in Goshen, and is interested in selling the property in the amount of Thirty-Six Thousand Dollars (\$36,000.00)

WHEREAS, Emily Moore is interested in purchasing the property and has agreed to the terms of a sale and purchase agreement with the City.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the agreement for the sale of the real estate located at 621 ½ S. Third Street and that agreement is attached to and made a part of this resolution.

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

PASSED and ADOPTED on December 10, 2019.

Thomas W. Stump, President

Andrea Johnson, Secretary

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on November 27th, 2019, by and between **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" and Emily Moore hereinafter referred to as "Purchaser"

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Redevelopment agrees to sell and Purchaser agrees to purchase the following real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as

621 ½ S. Third Street, Goshen, Indiana, 46526, and more particularly described as follows:

Fifty (50) feet off the West end of the North Half (N ½) of Lot Numbered Forty-One (41) in Purl's Second Addition; said Plat being recorded in Deed Record 63, page 427 in the Office of the Recorder of Elkhart County, Indiana.

LESS AND EXCEPTING:

The West fifteen feet (15') of the above described real estate.

Subject to any easement or right of way of record.

Parcel Number: 20-11-16-205-012.000-015

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

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

PURCHASE PRICE

Purchaser agrees to pay and Redevelopment agrees to accept the total sum of Thirty-Six Thousand Dollars (\$36,000.00) to be paid at the closing.

TAXES AND ASSESSMENTS

Redevelopment shall pay the real estate taxes and assessments for 2018 and 2019. Purchaser shall pay the real estate taxes and assessments for 2020 due and payable in 2021 and thereafter.

TITLE SEARCH

A title search for the Real Estate shall be obtained. The cost of the title search shall be paid by Redevelopment. Any encumbrances or defects in title must be removed. Redevelopment will convey merchantable title subject to standard title exceptions, easements, rights of way and the encroachment of the building into City real estate on the west side of the building and into the City's alley on the north side of the building. Purchaser will be permitted entry on City property to maintain the building. The existing building may not be expanded beyond its current foot print on the west and north side. Redevelopment agrees to pay the cost of obtaining any document necessary to perfect title so that merchantable title can be conveyed.

CLOSING

Purchaser and Redevelopment will each pay half (1/2) of the cost of the closing agent. Redevelopment will pay the cost of the deed and the recording costs for the deed and other documents necessary to convey merchantable title to Purchaser. Purchaser will pay the cost of preparing and recording any mortgage documents.

WARRANTY DEED

Redevelopment shall deliver to Purchaser a warranty deed conveying merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments and the encroachment of the building on the north and west side into property owned by the City of Goshen or over which the City of Goshen has rights of way or easements.

POSSESSION OF REAL ESTATE

Possession and occupancy of the Real Estate will be delivered to Purchaser on the date of closing or December 31, 2019 whichever is later.

As long as Redevelopment retains possession, Redevelopment shall be responsible for all maintenance and utilities. Redevelopment will be entitled to rents from the Real Estate until the date of closing however, Redevelopment will discontinue collecting rent to make the transition for the tenant to a new location easier. The tenant has been given notice to vacate the premises by December 31, 2019.

RISK OF LOSS

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

ENCROACHMENT INTO EXISTING RIGHT OF WAY

The City of Goshen for the use and benefit of the Department of Redevelopment, acquired the right of way consisting of the west fifteen feet (15') of a part of parcel 20-11-16-205-012.000-015. At the time the right of way was acquired by the City of Goshen Department of Redevelopment owned the entire parcel numbered 20-11-16-205-012.000-015 which is described as fifty feet (50') off the west end of the north one half (1/2) of Lot 41 of Purls Addition 2nd.

Use of Premises

1. The real estate must be occupied as a single family residence
2. The structure on the real estate encroaches into the existing public right of way along River Race Drive. While the existing structure may be maintained and repaired no additional encroachment into the right of way will be permitted.
3. The building that encroaches into the right of way predates the City's acquisition of the right of way.
4. In the event that Redevelopment and/or the City of Goshen needs to use the right of way in a manner that will not permit or interferes with the continued use of the real estate as a single family residence, Redevelopment and/or the City of Goshen will need to acquire the entire structure and remaining land by eminent domain.

WARRANTIES

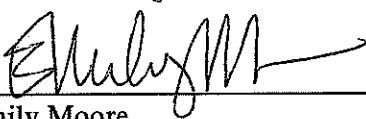
- 1) Redevelopment warrants that Redevelopment will convey a good and merchantable title to Purchaser. Purchaser accepts the Real Estate AS IS without warranty of habitability. Redevelopment makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.
- 2) Purchaser has made its own inspection of the Real Estate and relies solely upon Purchaser's observation in deciding to purchase the Real Estate. Purchaser does not rely upon any representation of Redevelopment or any agent of Redevelopment.
- 3) Purchaser agrees that buildings on the real estate will be occupied as a single family residence.

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 Purchaser and Redevelopment.

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

Purchaser



Emily Moore

Date: 11/27/19

Redevelopment

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

Date: _____

Jeremy P. Stutsman, Mayor
Goshen Board of Public Works and Safety
City of Goshen, Indiana

Date: _____

RESOLUTION 71-2019

**Approval of the Agreement with
Barkes Kolbus Rife & Shuler, LLP
for Attorney Services**

WHEREAS, Barkes Kolbus Rife and Shuler, LLP has signed an agreement with the City of Goshen for legal services in 2020.

WHEREAS, page two (2) section five (5) of the agreement details the legal services to be provided to the Redevelopment Commission and Redevelopment Department in exchange for a monthly payment in the amount of Four Thousand Two Hundred Seventy One Dollars (\$4,271.00) beginning on February 15, 2020.

WHEREAS, the agreement was approved and signed by the Board of Public Works and Safety.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Agreement for Attorney Services from Barkes Kolbus Rife and Shuler, LLP, as it applies to the Redevelopment Commission.

PASSED and ADOPTED by the Goshen Redevelopment Commission on December 10, 2019.

Thomas W. Stump, President

Andrea Johnson, Secretary

AGREEMENT

THIS AGREEMENT is made and entered into on November ____, 2019, between the City of Goshen, hereinafter referred to as “City”, and the law firm of Barkes, Kolbus, Rife & Shuler, LLP, hereinafter referred to as “BKRS”.

Section 1. EMPLOYMENT

City agrees to employ and BKRS agrees to accept employment upon the terms and conditions of this agreement.

Section 2. TERM

The term of this agreement shall begin on January 1, 2020 and shall terminate on December 31, 2020. The agreement shall be automatically renewed for an additional one (1) year period under the same terms and conditions unless written notice of the intent to terminate the contractual relationship is delivered by either party to the other sixty (60) days before anniversary date.

Section 3. COMPENSATION

City will pay a bi-weekly salary of Three Hundred One and 87/100 Dollars (\$301.87) to James W. Kolbus, a partner in the law firm of BKRS to act as Planning and Zoning Attorney. As additional compensation for James W. Kolbus, City will provide James W. Kolbus with medical insurance on the same terms and conditions as medical insurance is provided to full-time employees of the City of Goshen and agrees to pay for James W. Kolbus’ membership in the Indiana Municipal Lawyers Association.

BKRS will be paid at the rate of One Hundred Eighty-Six Dollars (\$186) per hour for all services rendered on behalf of the City or its departments, provided such services are not covered by the salary paid to James W. Kolbus or by the payments provided in Sections 5 and 6 of this agreement.

BKRS will be paid at the rate of Two Hundred Thirty-Two Dollars (\$232) per hour for projects where City’s legal fees are paid from a non-City funding source.

BKRS will be reimbursed for all expenses incurred in rendering services to the City, including, but not limited to filing fees, long distance telephone calls, deposition costs, and other costs which are reasonably incidental to the rendering of legal services on behalf of the City.

BKRS will be reimbursed for expenses to attend any seminar or training session, including the costs of the seminar, meals, lodging and transportation if attendance is approved by the Board of Public Works and Safety or Mayor.

Section 4. DUTIES

In exchange for the salary paid to James W. Kolbus, he or another full-time attorney of BKRS will on his behalf render the following services:

1. Attend meetings of the City Plan Commission.
2. Attend meetings of the Board of Zoning Appeals (BZA).

3. Give general legal advice to the members of the City Planning Commission and members of the BZA on matters before the Plan Commission or BZA.
4. Attend two (2) days of seminars or training sessions if requested or approved by the Mayor or Board of Public Works and Safety.

Section 5. REDEVELOPMENT

The attorneys at BKRS will designate an attorney for the following legal services in exchange for a monthly payment from the Redevelopment Commission in the amount of Four Thousand Two Hundred Seventy-One Dollars (\$4,271) beginning on February 15, 2020 and the same amount each month thereafter until December 15, 2020. The monthly payment will be increased to Four Thousand Three Hundred Ninety-Nine Dollars (\$4,399) each month beginning January 15, 2021 and will continue at that rate until this agreement terminates.

The assigned attorney will provide legal services to the Redevelopment Commission and the Redevelopment Department that include:

1. Attend all Redevelopment Commission regular and special meetings.
2. Prepare resolutions and ordinances that relate to the issues brought before the Redevelopment Commission.
3. Review and implement statutory changes that affect the activities of the Redevelopment Commission or Redevelopment Department.
4. Negotiate and obtain approval for the establishment or amendment of Tax Increment Financing areas.
5. Provide support in any litigation filed against the Redevelopment Commission or initiated on behalf of the Redevelopment Department. This does not include court appearances on behalf of Redevelopment, preparation for court appearances, or appellate work.
6. Implement eminent domain to obtain real estate for projects funded by the Redevelopment Commission. This does not include legal services related to eminent domain after a suit is filed. It does include assistance to the attorney who files court proceedings for the eminent domain.
7. Negotiate and prepare agreements or other documents connected with issues directly involving the Redevelopment Commission.

The expectation of the City and BKRS is that these services will require twelve (12) hours a week on average.

Section 6. CIVIL CITY

The attorneys at BKRS will designate an attorney for the following legal services in exchange for a monthly payment from the City of Goshen Legal/Professional Services Line (101-510-05-431.0000) in the amount of Five Thousand Six Hundred Eighty-Five Dollars (\$5,685) beginning on February 15, 2020 and in the same amount each month until December 15, 2020. The monthly payment will be increased to Five Thousand Eight Hundred Fifty-Six Dollars (\$5,856) each month beginning with payment due on January 15, 2021 and will continue at that rate until this agreement terminates.

The assigned attorney will provide the following services to the Board of Public Works and Safety:

1. Negotiate the agreement with the Teamster Union in 2020.
2. Provide vacant housing and unsafe building enforcement to the point where a complaint is filed with a court.
3. Prepare annexations when necessary.
4. Prepare water and sewer agreements.
5. Prepare other contractual agreements as assigned by the City Attorney.
6. Work on condemnation proceedings prior to filing complaint in court.
7. Work on real estate transactions as assigned by the City Attorney.
8. Draft ordinances and resolutions as assigned by the City Attorney.
9. Review new legislation and modify existing ordinances, resolutions, and polices affected by the new legislation as assigned by the City Attorney.
10. Other duties assigned by the City Attorney such that the total assignments do not routinely require more than sixteen (16) hours per week.

The expectation of the City and BKRS is that all these listed services will require sixteen (16) hours a week on average.

Section 7. HOURLY BILLED SERVICES

In addition to the duties covered in Section 4, 5, and 6, BKRS may be assigned the following duties for which additional compensation will be paid on an hourly basis in accordance with this agreement. Such duties will be performed by BKRS other than the attorney assigned to fulfill the obligations in Sections 5 and 6.

1. Prosecution of violations of city ordinances.
2. Examine title searches, and abstracts, prepare documents, negotiate and draft real estate contracts and leases and attend real estate closings to the extent that such are required in any public work, including opening, closing or changing any street, alley or public place.
3. Prepare ordinances requested or authorized by Mayor or a board of the City.
4. Review newly enacted state legislation and update any affected ordinance.
5. Represent the City in litigation, threatened or filed, on behalf or against the City or a board of the City.
6. Any legal work rendered on behalf of a board of the City other than attendance at regular meetings, including, but not limited to attendance and work related to administrative hearings of the board.

7. Participate in the negotiation of the employment or union contracts of City employment if requested to do so by Mayor.
8. The collection of monies owed to the City.
9. Trips made outside the city on the City's behalf and at the request of the Mayor or a board of the City.
10. Services performed in litigation and administration of City water and sewage utilities, including rate change requests.
11. Legal services rendered in connection to the issue or sale of general obligation bonds or revenue bonds for City utilities or other entities.
12. Services rendered to the Board of Zoning Appeals or Planning Commission other than attending regular meetings, including rendering general legal opinions and preparation and/or review of ordinances affecting planning and zoning.
13. Draft contracts for execution by City or its various departments.
14. Attend meetings of the Aviation Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
15. Attend meetings of the Cemetery Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
16. Attend meetings of the Park Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
17. A matter assigned or authorized by a Board of the City, the Mayor, or the City Attorney.

Section 8. NOTICES

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and sent by regular United States mail to City at City of Goshen, 202 South Fifth Street, Goshen, Indiana 46528, and Barkes, Kolbus, Rife & Shuler, LLP at Barkes, Kolbus, Rife & Shuler, LLP, 118 North Main Street, Goshen, Indiana 46526, or such other place as the parties may designate from time to time in writing.

Section 9. WAIVER OF BREACH

No waiver of a breach under this agreement shall operate to be considered a waiver of any subsequent breach. No waiver shall be valid unless it is in writing.

Section 10. CONFLICTS

BKRS agrees not to accept any other employment if that employment would put BKRS in a position to be in conflict with the interests of the City without the written consent of City. When such conflict first becomes apparent, BKRS agrees to advise the City of the conflict immediately upon discovery.

Section 11. ASSIGNMENT

Neither party can assign or delegate its duties or obligations under this agreement without the written consent of the other party.

Section 12. MODIFICATIONS

The terms of this agreement may not be altered except in writing signed by the party against whom enforcement of the waiver, modification or extension is sought.

Section 13. EMPLOYE ELIGIBILITY VERIFICATION

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

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

BKRS shall require any subcontractor, who performs work under this contract to certify to BKRS 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. BKRS agrees to maintain this certification throughout the duration of the term of a contract with any subcontractor.

BKRS affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

Section 14. TERMINATION OF AGREEMENT

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

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

Barkes, Kolbus, Rife & Shuler, LLP

City of Goshen
Board of Public Works and Safety

James W. Kolbus, Partner

Jeremy P. Stutsman, Mayor

Donald R. Shuler, Partner

Michael A. Landis, Member

Date: _____

Mary Nichols, Member

Date: _____

RESOLUTION 72-2019

Approve Execution of Change Order No.2 with Niblock Excavating for Main Street Streetscapes

WHEREAS two buried fuel tanks were exposed during the project on November 5, 2019. Tank No. 1 was empty and removed and Tank No. 2 was pumped and filled with non-removable flow able fill and remains in the ground. The cost for the additional items is \$2,172.80

WHEREAS the existing storm structures were determined to be solid except the top 2 or 3 rows of brick. Niblock provided an adjusted cost of \$1,700 per structure compared to \$2,500.00 to replace. This items is an increase of \$11,900.00 to the project with a total net savings of \$5,600.00 to be applied at the end of construction.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves Change Order No. 2 for \$14,072.80 with Niblock Excavating, Inc. which increases project cost from \$989,657.60 to \$1,003,730.40.

BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Number Two (2) with Niblock Excavating, Inc. and the City of Goshen.

PASSED and ADOPTED on December 10, 2019

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Redevelopment Commission

FROM: Leslie Biek, P.E.

RE: **MAIN ST. IMPROVEMENTS FROM MADISON ST. TO PIKE ST.
CHANGE ORDER NO. 2 (JN: 2016-0038)**

DATE: December 10, 2019

Please find attached a Change Order No. 2 for \$2,172.80

CO2.1 Two existing buried fuel tanks were exposed during the project on November 5, 2019. The contents of the tanks needed to be determined and the proper measures used to dispose of the tanks. One tank (Tank No. 1) was empty and collapsed while excavating around. The tank (Tank No. 1) was removed. The other tank (Tank No. 2) contained a liquid with a slight petroleum odor. The tank was pumped and filled with non-removable flowable fill. The tank (Tank No. 2) remains in the ground. These items cost an additional \$2,172.80 to the project.

CO2.2 The existing brick storm structures were determined to be solid except the top 2 or 3 rows of brick. The contractor was told to replace the top rows of brick with concrete rings and a new casting instead of replacing them. Niblock Excavating, Inc. provide an adjusted cost of \$1,700.00 per structure compared to \$2,500.00 per structure to replace. This item is an increase of \$11,900 to the project with a total net savings of \$5,600.00 to be applied at the end of construction once quantities have been adjusted.

Please approve Change Order No. 2 for \$14,072.80 with Niblock Excavating, Inc., which will increase the project cost from \$989,657.60 to \$1,003,730.40, which represents a 1.42% increase.

CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528

OWNER: City of Goshen
PROJECT NAME: Main St. Improvements from Madison St. to Pike St.
PROJECT NUMBER: 2016-0038
CONTRACTOR: Niblock Excavating, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

The below items are in addition to the original contract. CO2.1 Removal of one existing buried fuel tank and the pumping and filling of a second tank with non-removable flowable fill. See attached drawing for location. CO2.2 Replacement of top brick rows of existing storm structures and rebuilding with concrete rings and new casting.

CO2.1	Removal and filling of ex. buried fuel tanks	1	LSUM @	\$2,172.80	\$2,172.80
CO2.2	Replace top portion of ex. brick storm structure and place new casting	7	EA @	\$1,700.00	\$11,900.00

Subtotal - \$14,072.80

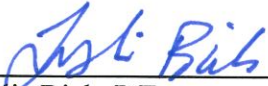
II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$989,657.60
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to <u>1</u>		\$0.00
3. Amount of Contract, not including this supplement		\$989,657.60
4. Addition/ Reduction to Contract due to this supplement		\$14,072.80
5. Amount of Contract, including this supplemental		\$1,003,730.40
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$14,072.80
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)		1.42%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days, making the final completion date.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

RECOMMENDED FOR ACCEPTANCE



Leslie Biek, P.E.

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Mark Brinson, Community Development

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____
Signature of authorized representative of Contractor

TIME AND MATERIAL

Niblock Excavating, Inc.
PO BOX 211
906 MAPLE STREET
BRISTOL, INDIANA 46507
574-848-4437
574-848-4575

PROPOSAL SUBMITTED: City of Goshen/Engineering		PHONE 1-574-534-2201	DATE November 08, 2019
STREET 204 E. Jefferson St. Suite 1		JOB NAME Main Street Improvements	
CITY, STATE and ZIP CODE Goshen, IN 46528		JOB LOCATION Main St. between Clinton and Pike on West side.	
ATTENTION Leslie Biek	DATE OF PLANS None given	Time and material cost for the abandonment of 2 fuel tanks.	FAX 1-574-258-1776

On November 5, 2019, while removing old sidewalks, Niblock discovered 2 old fuel tanks. Niblock was instructed by the City to fill them with flowable fill. The smaller tank collapsed in on itself while the larger of the 2 need to be cut open and filled with non-removable flowable fill. The following is a summary of Niblock's time and materials to perform the directed work.

EXCAVATE AND COLLAPSE TANK

5-Nov-19

		QTY	UNIT	UNIT \$	TOTAL
Mark Williams	EX429	3	EA	\$ 115.50	\$ 346.50
Cameron Reed	LALA	3	EA	\$ 60.50	\$ 181.50
				5-Nov-19 Total:	\$ 528.00

EXCAVATE AND FILL WITH FLOWABLE FILL

6-Nov-19

		QTY	UNIT	UNIT \$	TOTAL
Mark Williams	EX429	3	EA	\$ 115.50	\$ 346.50
Cameron Reed	LALA	3	EA	\$ 60.50	\$ 181.50
Flowable Fill		8	CY	\$ 94.60	\$ 756.80
Trucking		3	HR	\$ 120.00	\$ 360.00
				6-Nov-19 Total:	\$ 1,644.80

Tank Abandonment Time and Material Total: \$ 2,172.80

NOTES:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

AUTHORIZED
SIGNATURE

Marcus King
Marcus King, Project Manager

Note:

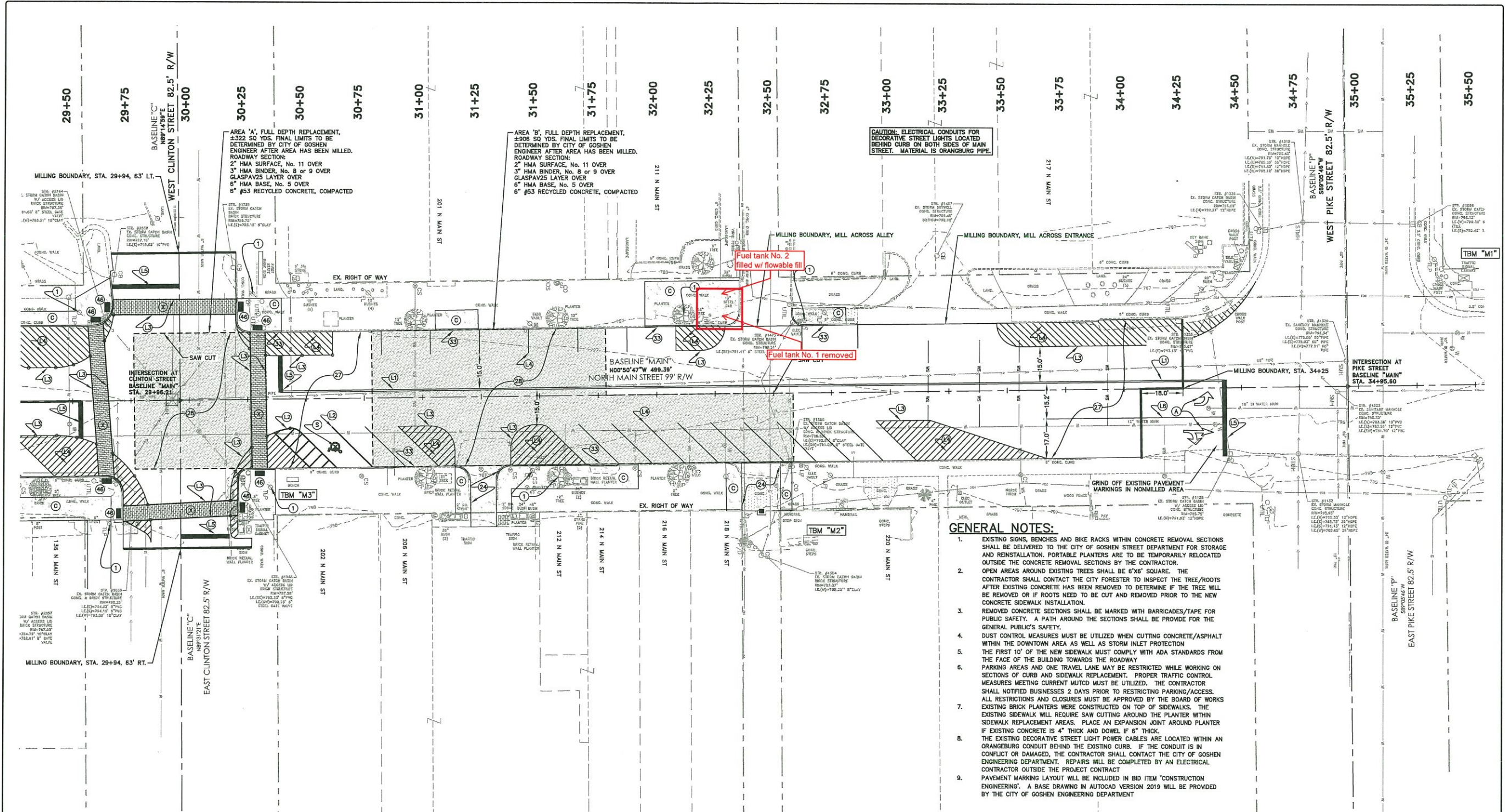
This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

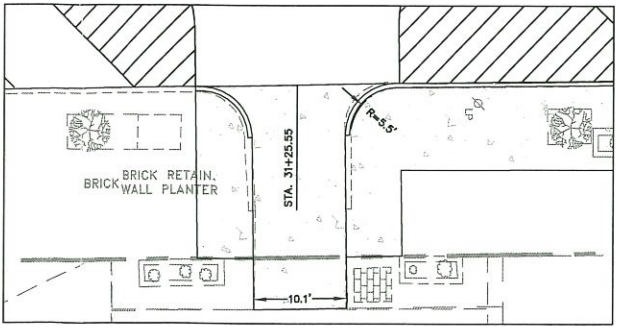
Signature _____

Date of Acceptance: _____

Signature _____



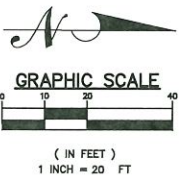
- GENERAL NOTES:**
- EXISTING SIGNS, BENCHES AND BIKE RACKS WITHIN CONCRETE REMOVAL SECTIONS SHALL BE DELIVERED TO THE CITY OF GOSHEN STREET DEPARTMENT FOR STORAGE AND REINSTALLATION. PORTABLE PLANTERS ARE TO BE TEMPORARILY RELOCATED OUTSIDE THE CONCRETE REMOVAL SECTIONS BY THE CONTRACTOR.
 - OPEN AREAS AROUND EXISTING TREES SHALL BE 6'x6' SQUARE. THE CONTRACTOR SHALL CONTACT THE CITY FORESTER TO INSPECT THE TREE/ROOTS AFTER EXISTING CONCRETE HAS BEEN REMOVED TO DETERMINE IF THE TREE WILL BE REMOVED OR IF ROOTS NEED TO BE CUT AND REMOVED PRIOR TO THE NEW CONCRETE SIDEWALK INSTALLATION.
 - REMOVED CONCRETE SECTIONS SHALL BE MARKED WITH BARRICADES/TAPE FOR PUBLIC SAFETY. A PATH AROUND THE SECTIONS SHALL BE PROVIDED FOR THE GENERAL PUBLIC'S SAFETY.
 - DUST CONTROL MEASURES MUST BE UTILIZED WHEN CUTTING CONCRETE/ASPHALT WITHIN THE DOWNTOWN AREA AS WELL AS STORM INLET PROTECTION.
 - THE FIRST 10' OF THE NEW SIDEWALK MUST COMPLY WITH ADA STANDARDS FROM THE FACE OF THE BUILDING TOWARDS THE ROADWAY.
 - PARKING AREAS AND ONE TRAVEL LANE MAY BE RESTRICTED WHILE WORKING ON SECTIONS OF CURB AND SIDEWALK REPLACEMENT. PROPER TRAFFIC CONTROL MEASURES MEETING CURRENT MUTCD MUST BE UTILIZED. THE CONTRACTOR SHALL NOTIFY BUSINESSES 2 DAYS PRIOR TO RESTRICTING PARKING/ACCESS. ALL RESTRICTIONS AND CLOSURES MUST BE APPROVED BY THE BOARD OF WORKS.
 - EXISTING BRICK PLANTERS WERE CONSTRUCTED ON TOP OF SIDEWALKS. THE EXISTING SIDEWALK WILL REQUIRE SAW CUTTING AROUND THE PLANTER WITHIN SIDEWALK REPLACEMENT AREAS. PLACE AN EXPANSION JOINT AROUND PLANTER IF EXISTING CONCRETE IS 4" THICK AND DOWEL IF 6" THICK.
 - THE EXISTING DECORATIVE STREET LIGHT POWER CABLES ARE LOCATED WITHIN AN ORANGEBURG CONDUIT BEHIND THE EXISTING CURB. IF THE CONDUIT IS IN CONFLICT OR DAMAGED, THE CONTRACTOR SHALL CONTACT THE CITY OF GOSHEN ENGINEERING DEPARTMENT. REPAIRS WILL BE COMPLETED BY AN ELECTRICAL CONTRACTOR OUTSIDE THE PROJECT CONTRACT.
 - PAVEMENT MARKING LAYOUT WILL BE INCLUDED IN BID ITEM 'CONSTRUCTION ENGINEERING'. A BASE DRAWING IN AUTOCAD VERSION 2019 WILL BE PROVIDED BY THE CITY OF GOSHEN ENGINEERING DEPARTMENT.



206 N. MAIN ST. - PARKING LOT
SCALE: 1" = 10'-0"

LEGEND

- | | |
|--|--|
| (1) PROTECT FEATURE | (L) 4", DOUBLE LINE, THERMO, YELLOW, GROOVED |
| (2) REMOVE FEATURE | (B) 6", LINE, THERMO, ADA BLUE, GROOVED |
| (24) CONCRETE DRIVE, PLAIN, 8" | (C) 6", LINE, THERMO, WHITE, GROOVED |
| (27) MILL 5", REPLACE W/
2" HMA SURFACE, No. 11 OVER
3" HMA BINDER, No. 8 or 9 OVER
GLASPAV25 | (4) 4", LINE, PAINT, WHITE |
| (28) PAVEMENT, FULL DEPTH | (LS) 24" STOP BAR, THERMO, WHITE, GROOVED |
| (33) STRAIGHT CURB, 6" | (LW) 4", LINE, THERMO, WHITE, GROOVED |
| (46) ADA CURB RAMP | (S) HANDICAP SYMBOL, THERMO, ADA BLUE |
| (62) 4" TOPSOIL, INDOT TYPE 'U' (NO
CLOVER), STRAW WITH TACIFIER | (X) PATTERN, THERMO, GROOVED |
| (C) SIDEWALK, 4" CLASS 'A' CONCRETE
OVER 4" COMPACTED #53 RECYCLED
CONCRETE | (A) PREFORMED ARROWS, THERMO, WHITE |
| | (O) DELINEATOR |
| | (■) FOLD DOWN BOLLARD (EACH END OF ALLEY) |



<p>The City of Goshen Department of Public Works & Safety Office of Engineering 204 East Jefferson Street, Goshen, Indiana 46528 Phone: 574-534-2201 Fax: 574-533-8626</p>	<p>MAIN STREET IMPROVEMENTS FROM MADISON ST. TO PIKE ST.</p>
<p>Lincoln Avenue to Clinton Street</p>	<p>AS SHOWN X-2507-08</p>

Project Number: 2016-0038
 Designed By: J. Hoffman
 Approved By: L. Bick, P.E.
 Drafted By: J. Hoffman
 Date: 06/25/2019
 Scale:

RESOLUTION 73-2019

Approve Execution of Change Order No. 3 with Niblock Excavating for Main Street Streetscapes

WHEREAS the Commission approved Change Order No. 1 on October 8, 2019 granting a time extension to complete the concrete items by November 1, 2019 or be penalized liquidated damages of \$300 per calendar day beginning October 16, 2019 until the work is completed.

WHEREAS the work was completed on November 8, 2019, 24 calendar days from October 16, 2019. The 24 calendar days have been reduced to 22 calendar days due to two buried fuel tanks caused a delay in project.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approve the liquidated damages in the amount of \$6,600.00 with Niblock Excavating, Inc., which will decrease the project cost from \$1,003,730.40 to \$997,130.40.

BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Number Three (3) with Niblock Excavating and the City of Goshen.

PASSED and ADOPTED on December 10, 2019

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Redevelopment Commission

FROM: Leslie Biek, P.E.

RE: **MAIN ST. IMPROVEMENTS FROM MADISON ST. TO PIKE ST.
CHANGE ORDER NO. 3 (JN: 2016-0038)**

DATE: November 11, 2019

Please find attached a Change Order No. 3 for -\$6,600.00

Per the agreement between Niblock Excavating, Inc. and the City of Goshen, Liquidated Damages are being assessed for the amount of \$300.00 per calendar day beyond the completion date of October 15, 2019. In Change Order #1, Niblock Excavating, Inc. agreed to complete the concrete curb, ADA ramps, drive approaches, sidewalks, storm structures and bollards by November 1, 2019 or be penalized Liquidated Damages beginning October 16, 2019 until the above work is completed. The work was completed on November 8, 2019, 24 calendar days from October 16, 2019. The 24 days have been reduced to 22 calendar days after two buried fuel tanks were exposed causing a delay in the project.

Please approve Change Order No. 3 for liquidated damages in the amount \$6,600.00 with Niblock Excavating, Inc., which will decrease the project cost from \$1,003,730.40 to 997,130.40, which represents a 0.76% increase from the original contract price.

**CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528**

OWNER: City of Goshen
PROJECT NAME: Main St. Improvements from Madison St. to Pike St.
PROJECT NUMBER: 2016-0038
CONTRACTOR: Niblock Excavating, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

The below item is in addition to the original contract. CO3.1 Liquidated Damages are being assessed for 24 days at \$300.00 per calendar day. The days began on October 16, 2019 and continued until October 8, 2019, which was the completion date for the concrete curb, ADA ramps, drive approaches, sidewalks, storm structures and bollards per the original contract. The 24 days is being reduced by 2 days due to delay caused by two buried fuel tanks exposed during the project. Liquidated Damages will be assessed on 22 calendar days.

CO3.1 Liquidated Damages 22 EA @ -\$300.00 -\$6,600.00

Subtotal - (\$6,600.00)


II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$989,657.60
2. Net (Addition/Reduction) due to all Previous Contract Supplements Numbers 1 to <u>2</u>		\$14,072.80
3. Amount of Contract, not including this supplement		\$1,003,730.40
4. Addition/Reduction to Contract due to this supplement		(\$6,600.00)
5. Amount of Contract, including this supplemental		\$997,130.40
6. Total (Addition/Reduction) due to all Change Orders (Line 2 + Line 4)		\$7,472.80
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>3</u> (Line 6 divided by Line 1)		0.76%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days, making the final completion date.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

RECOMMENDED FOR ACCEPTANCE



Leslie Biek, P.E.

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Mark Brinson, Community Development

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____
Signature of authorized representative of Contractor

RESOLUTION 74-2019

Ratify Execution of Agreement with Quality Excavating, Inc. for the Temporary Parking Lot Removal in the 400 Block of South Third Street

WHEREAS the Goshen Redevelopment Commission passed Resolution 69-2019 authorizing the Community Development Director Mark Brinson to negotiate and execute an agreement with Quality Excavating, Inc. for the temporary parking lot removal in the 400 block of South Third Street.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of the agreement with Quality Excavating, Inc. for the temporary parking lot removal in the 400 block of South Third Street.

NOW, THEREFORE, BE IT RESOLVED by 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 December 10, 2019

Thomas W. Stump, President

Andrea Johnson, Secretary

SOUTH 3RD STREET TEMPORARY PARKING LOT REMOVAL CONTRACT

THIS CONTRACT is made and entered into on this 15th day of November, 2019, by and between the City of Goshen Redevelopment Commission, hereinafter referred to as "City," and Quality Excavating Corp., hereinafter referred to as "Contractor."

WITNESSETH, that the City and the Contractor mutually agree as follows:

SCOPE OF WORK

The Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the "South 3rd Street Temporary Parking Lot Removal" project in accordance with the and as described in further details in this contract.

The Contractor's work for this project shall include:

1. Full removal and disposal of all millings placed to construct the temporary parking lot in the 400 block of South 3rd Street;
2. Import of sufficient topsoil to grade the site; and
3. Hydroseeding of the site for stabilization.

The condition of the site after the work is complete shall be comparable to the site condition prior to placement of the temporary parking lot. The final grading shall future mowing and site maintenance. Existing curb cuts shall be permitted to remain in place.

Contractor shall perform all work in this project during the days Monday to Friday between the hours of 7:00 am and 7:00 pm. City shall be notified in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor 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 work for the City.

EFFECTIVE DATE; CONTRACT TERM

Contractor acknowledges that time is of the essence and that the timely performance of its services is an important element of this contract. Contractor shall perform all services as expeditiously as is consistent with professional skill and care in eh orderly progress of the project.

The contract shall become effective on the day of execution and approval by the Goshen Redevelopment Commission and the Contractor.

Work on the project shall commence within thirty (30) calendar days from the Notice to Proceed from the City and shall be completed by Tuesday, December 31, 2019.

COMPENSATION

The City agrees to compensate the Contractor for the work performed in this contract in accordance with the submitted quote for a lump sum total of Nine Thousand Six Hundred Seventy-Five Dollars (\$9,675.00).

Partial payments may be made as the work progresses no more frequent than thirty (30) days and based on estimates of the value of all work satisfactorily completed. The value of all work

satisfactorily performed shall be as agreed upon by the City and the Contractor. Payment(s) to Contractor for work rendered under this Contract shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of the Contractor has been attained. The detailed invoice shall include the total contract amount, payments to date, remaining contract balance and percentage of work completed. Payment will be made within forty-five (45) days following City's receipt of the invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence and in the event completion of this project is not made within the time set forth in this contract, damaged will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the vent of and by reason of such delay. Therefore, it is agreed that Contractor shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, One Hundred Dollars (\$100.00) per calendar day for each and every calendar days delay in project completion in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Contractor under this contract.

INDEPENDENT CONTRACTOR STATUS

The Contractor performing services under this contract shall be deemed an independent contractor and operate as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Contractor or its agents, employees, or subcontractors of the Contractor.

NON-DISCRIMINATION

The Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Contractor agrees the Contractor or any subcontractors, or any other person acting on behalf of the Contractor 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 the 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

The Contractor agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims and suits, including court costs, attorney's fees, and other expenses, caused by an act or omission of the Contractor and its agents, officers and employees or resulting from or related to the Contractor's performance or failure to perform as specified in this contract.

INSURANCE

Prior to commencing work, the Contractor shall furnish the City of Goshen 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. The Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Insurance.

The Contractor shall at least include the following types of insurance with the following minimum limits of liability.

- (1) Workers Compensation and Employer's Liability.....Statutory Limits
- (2) General Liability..... Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate
- (3) Automobile Liability..... Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate
- (4) Excess Umbrella Coverage.....\$1,000,000 Each Occurrence

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 disaster 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.

DEFAULT

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

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

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

- (1) There is a substantive breach by the Contractor of any obligation or duty owed under the provisions of this Contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Contractor 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 the Contractor or any of the Contractor's property.

- (6) Contractor is determined to be in violation of federal, state or local laws or regulations and that such determination renders the Contractor unable to perform the work under the contract.
- (7) The contract or any right, monies or claims are assigned by the Contractor without the consent of the City.

TERMINATION

The parties may terminate this contract 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. Contractor 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 the Contractor. In such event, the City may issue a written notice of default and provide a period of time in which the Contractor 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 otherwise secure similar work in any manner deemed proper by the City, and the Contractor 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.

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Contractor under this contract.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

Neither 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 the Contractor 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.

EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor 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.

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

The Contractor shall require the subcontractors, who perform work under this contract, to certify to the Contractor 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. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

AMENDMENTS

No alteration or variation of the terms in this contract including the scope of work, completion of work and compensation, and no alteration or variation of the conditions of this contract shall be

binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

WAIVER OF RIGHTS

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

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 this contract. 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: Redevelopment Department
204 East Jefferson St., Ste. 6
Goshen, IN 46528

And

City of Goshen
Attention: Legal Department
204 East Jefferson St., Ste. 2
Goshen, IN 46528

Address for notices to the Contractor:

Quality Excavating Corp.
Attention: Devon Miller
~~67242 CR 33~~ 65136 CR 31
Millersburg, IN ~~46543~~
Goshen 46528

APPLICABLE LAWS

The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances. All contractual provisions required to be included are incorporated by reference.

Any provision of this contract 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 contract.

In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.

This contract 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.

In the event legal action is brought to enforce or interpret the terms and conditions of this contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorney's fees.

NO INVESTMENT IN IRAN

Pursuant to IC 5-22-16.5, contractor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Contractor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the

energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if the Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen certifies that Contractor 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 Contractor.

SEVERABILITY

In the event that any provision of the contract 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 contract shall not affect the validity or enforceability of any other provision of the contract.

AUTHORITY TO BIND CONTRACTOR

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance.

BINDING EFFECT

All provisions, covenants, terms and conditions of the contract apply to bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

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

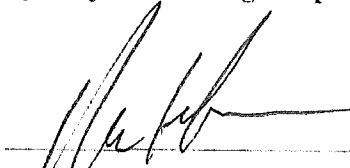
In witness whereof, the parties have executed this Agreement in duplicate into on this 15th day of November 2019.

**City of Goshen
Redevelopment Commission**



Mark Brinson
Director of Community Development

Quality Excavating Corp.



Devon Miller
Owner

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 **November 12, 2019** through **December 6, 2019** and finds that entries are allowed in the total amount of **\$350,727.08**

APPROVED on December 10, 2019

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 11/12/19 through 12/06/19

Invoice Date	Payee	Description	Claim #	Line Number	Amount
11/13/2019	Menards - Goshen Store # 3096 (01046)	Supplies	1587	406-560-00-431.0502	\$19.43
11/13/2019	Rebecca Hutsell (10238)	Mileage for MACOG meeting	1586	406-560-00-431.0502	\$65.66
11/21/2019	City of Goshen Utilities	Sprinkler for new Jefferson Street Parking Lot	1592	480-560-00-439.0930	\$60.35
11/21/2019	Prosperity Indiana	Annual dues	1589	406-560-00-439.0301	\$350.00
11/21/2019	CNA Surety	IN PE Position Schedule 5	1591	406-560-00-499.0001	\$262.50
11/21/2019	Truth Publishing Company, Inc. (01744)	Renewal	1593	406-560-00-431.0502	\$23.88
11/21/2019	Truth Publishing Company, Inc. (01744)	Renewal	1593	406-560-00-439.0301	\$183.12
11/27/2019	Ancon Construction	Fire Training Facility	1594	473-560-00-442.0000	\$32,059.32
11/27/2019	HRP Construction	Jefferson Street Parking Lot	1595	480-560-00-442.0000	\$106,948.45
11/27/2019	Niblock Excavating, Inc. (00653)	Main Street Streetscapes	1596	480-560-00-442.0000	\$113,856.06
11/27/2019	NIPSCO (00014)	65706 State Road 15	1598	406-560-00-435.0101	\$18.90
11/27/2019	NIPSCO (00014)	65706 State Road 15	1598	406-560-00-435.0201	\$28.40
11/27/2019	Stiver's Lawn Care (06577)	October Mowing	1597	406-560-00-431.0502	\$3,143.33
12/2/2019	City of Goshen Utilities	704 E. Lincoln Ave final bill	1600	480-560-00-439.0930	\$182.25
12/2/2019	Abonmarche (05859)	Steuery Avenue/Lincoln Ave Reconstruction	1601	480-560-00-431.0502	\$4,000.00
12/2/2019	Quality Excavating(07312)	Millrace Co-Housing Lot 15	1599	480-560-00-442.0000	\$2,100.00
12/2/2019	Quality Excavating(07312)	Removal of Temporary Parking Lot on Third Street	1599	480-560-00-442.0000	\$9,675.00
12/3/2019	Abonmarche (05859)	Professional Services - 9th Street Multi Use Path	1605	480-560-00-431.0502	\$23,794.76
12/3/2019	Elan Corporate Payment Systems	Ninth Street Open House	1602	480-560-00-439.0930	\$80.61
12/3/2019	Indiana Department of Transportation (00988)	Quiet Zone - Beaver & Madison	1604	480-560-00-442.0000	\$2,000.00
12/3/2019	Lochmueller Group(09835)	Kercher Road Phase 1	1603	473-560-00-431.0502	\$2,106.19
12/3/2019	Lochmueller Group(09835)	Professional Services - Kercher Road Phase 2	1606	473-560-00-431.0502	\$36,904.00
12/4/2019	NIPSCO (00014)	611 N 2nd St	1608	406-560-00-435.0101	\$25.63
12/4/2019	NIPSCO (00014)	611 N 2nd St	1608	406-560-00-435.0201	\$66.90
12/5/2019	Baker Tilly Municipal Advisors, LLC	Professional Services Related to TIF Financing	1610	473-560-00-439.0930	\$5,960.00
12/5/2019	Baker Tilly Municipal Advisors, LLC	Professional Services Related to TIF Financing	1610	480-560-00-439.0930	\$5,960.00
12/5/2019	Baker Tilly Municipal Advisors, LLC	Professional Services Related to TIF Financing	1610	484-560-00-439.0930	\$855.34

Invoice Date	Payee	Description	Claim #	Line Number	Amount
12/5/2019	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Professional Services - East Lincoln Reconstruction	1609	480-560-00-439.0930	\$7.00
Total:					\$350,727.08



December 2019 Redevelopment Staff Report

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.

PROJECT: RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE

PROJECT DESCRIPTION

Establishment of a Quiet Zone along the Norfolk Southern Railroad Marion Branch from Washington Ave to Kercher Ave.

PROJECT UPDATE

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

- Summer 2019– Traffic counts to be done at each of the railroad crossings. Once US 33 Bypass is complete.
- Fall 2019/ Spring 2020 – Madison Street will become a local street safety improvements can be implemented at this crossing, which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project. INDOT is improving the crossing as a part of the Crossing Safety Improvement funds. The project is expected to be completed early 2020.
- Fall 2019 – Installation of signs and delineators at the railroad crossings.
- Summer 2020 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- Summer 2020 – Railroad Quiet Zone is anticipated to be “in-service”.

The City met with the Federal Railroad Administration (FRA) and INDOT at the end of July to review the plans implementation status and finalize the proposed changes. An addendum to the Notice of Intent with the proposed changes have been submitted to FRA, INDOT, and Norfolk and Southern for comment.

PROJECT: 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 January.

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.

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 at the end of June, 2020. Traffic has switched to two way traffic for the winter and will remain two-way as the contractor begins work on the south side of the road.

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 2020.

PROJECT: PLYMOUTH AVENUE AREA STORMWATER PROJECT

PROJECT DESCRIPTION

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

PROJECT UPDATE

The Redevelopment Commission has approved an agreement with the Barak Group, LLC, developer of The Crossing subdivision. The agreement requires the developer to complete the design for stormwater and road improvements, which will then be bid by the City. Design is underway and construction should occur in the spring of 2020. It is anticipated that agreements will be brought before this Commission in the next few months.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

PROJECT: MULTI-USE PAVILION AND ICE RINK

PROJECT DESCRIPTION

A market analysis/feasibility study was completed in October 2017 to evaluate the ice rink/multi-use pavilion project on the west side of the Millrace Canal and the results were favorable. The concept is to have a parks' department operated facility that will function year round for programming and events. Public feedback was incorporated into the study and all interviewed community members are in support of the idea. The City has received a \$300,000 grant from the Regional Cities initiative and \$1,000,000 from the Elkhart County Community Foundation. Mayor Stutsman has received a \$1,000,000 anonymous private commitment and he continues to talk with other potential donors to fulfill the costs of the project. The Commission has pledged \$2,500,000 as part of the approval of our 5 Year Capital Plan.

PROJECT UPDATE

American Structurepoint has been hired to design the pavilion and work is underway. A meeting is planned with the full steering committee in mid-April to finalize the project design. The original project deadline was February but is being extended as the construction timeline has shifted to 2020. The Design Development phase is complete and construction documents are underway. It's anticipated that all design work will be completed to allow for a February 2020.

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 has completed the concrete items for the project soon. The road will be repaved and striped in the spring of 2020.

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

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

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

PROJECT UPDATE

The developer will be working with City staff over the next several months to modify the subdivision for this area. A pre-development meeting is scheduled for mid-December. It is anticipated that the project will begin early next spring.

PROJECT: RIVER RACE DRIVE IMPROVEMENTS

PROJECT DESCRIPTION

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

PROJECT UPDATE

The first phase of this project is substantially complete. By mid-December, all work is expected to be complete. The second phase of the project will be bid in early spring.

PROJECT: US 33 AND FAIRFIELD IMPROVEMENTS

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

PROJECT: COLLEGE AVE FROM US 33 TO RAILROAD XING

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

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 early 2020.