



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF January 21, 2020**

The Goshen Redevelopment Commission will meet on January 21, 2020 at 2:00 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. ELECTION OF OFFICERS

4. NEW BUSINESS

Resolution 01-2020 – Interlocal Agreement with Elkhart County for the County Road 40 Connector Road Project

Five Year Capital Plan

Resolution 02-2020 – Approval of Southeast TIF Area Five Year Project Funding Plan

Resolution 03-2020 – Approval of River Race TIF Area Five Year Funding Project Funding Plan

Resolution 04-2020 – Approve Execution of Change Order Number Two (2) with HRP Construction for Jefferson Street/River Race Parking Lot

Resolution 05-2020 – Project Coordination Contract with the State of Indiana for the College Avenue Auxiliary Lanes Project

Resolution 06-2020 - Authorize Negotiation and Execution of an Agreement with Habitat for Humanity of Elkhart County, Inc. for Purchase of Hickory Street Real Estate

5. DISCUSSION

Hawks Water Main Extension

6. APPROVAL OF REGISTER OF CLAIMS

7. MONTHLY REDEVELOPMENT STAFF REPORT

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 – February 11, 2020 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of December 10, 2019

The Goshen Redevelopment Commission met in a regular meeting 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.

CALL TO ORDER/ROLL CALL

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

Present: Brian Garber, Andrea Johnson, Thomas Stump, Vince Turner and Bradd Weddell
Absent: None

David Daugherty, Goshen Theater, shared the news with the commission regarding the 1 million dollar gift the Goshen Theater received.

APPROVAL OF MINUTES

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve the minutes of the November 12, 2019 regular meeting. The motion was adopted unanimously.

OLD BUSINESS

Committee Recommendation for 401 South Third Street/204 West Madison Street
Commissioner Stump stated that Mr. Scharf was not here yet so will proceed with new business.

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

Larry Barkes, City Attorney, this agreement is with Emily Moore for the home at 621 ½ South Third Street. This home approaches into the city right of way, which is acknowledged in this agreement. Will close on the property by the end of the year.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 70-2019. The motion was adopted unanimously.

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

(:30) Larry Barkes, City Attorney, explained that this agreement is because he will no longer be an employee of the City of Goshen as of February 1, 2020 but will still be providing services to the Redevelopment Commission.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to approve Resolution 71-2019. The motion was adopted unanimously.

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

(1:04) Leslie Biek, Traffic Engineer, explained that change order 2.1 is for buried fuel tanks were found between Clinton and Pike Street. One was empty and the other was filled for an additional cost of \$2172.80 and change order 2.2 is because it was determined that the existing brick storm structures did not need to be replaced, only have to replace the top row with brick for an additional cost of \$11,900.00. This will increase the contract by 1.42% but will result in a \$5,600.00 saving at the end.

A motion was made by Commissioner Garber and seconded by Commissioner Turner to approve Resolution 72-2019. The motion was adopted unanimously.

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

(4:14) Leslie Biek, Traffic Engineer, change order one was for a conditional time extension on the current phase of the project including concrete, sidewalks and curb ramps. The contractor did not meet the November 1st deadline. Will revert back to the original October 15th deadline. A time delay of 24 days total which 2 days were waived due to the tank issue. This will result in \$6,600.00 of liquidated damages.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve Resolution 73-2019. The motion was adopted unanimously.

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

(6:20) Becky Hutsell, Redevelopment Project Manager, stated at the last meeting a quote was brought to the Commission for approval for the removal of the temporary parking lot on South Third Street. Completion date of December 31 but the work has already been completed.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve Resolution 74-2019. The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

Commissioner Stump stated that a motion is needed to amend to the register of claims to add the following claims, Infinitus Computers \$639.99, Abonmarche \$7005.72, Elkhart County Treasurer \$6000.00 and \$62,500.00.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to amend the register of claims.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to approve the Register of Claims as amended in the amount of \$426,872.79. The motion was adopted unanimously.

OLD BUSINESS

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

(9:00) Larry Barkes, City Attorney, stated that the review committee of himself, Mark Brinson, Becky Hutsell, Andrea Johnson and Brian Garber reviewed the proposal. The recommendation of the

committee is that lots 1, 2 & 3 be retained by the Redevelopment Commission and lots 4 & 5 be sold to Adam Scharf, Rethinking Buildings or another entity. Mr. Barkes indicated the purchase price is \$25,000 credited against that amount would be the cost of the demo for lot 5. Renovation of the existing building on lot 4 with items that were listed in original proposal. The committee indicated not willing to fund several requests from Mr. Scharf in the proposal. The committee recommends acceptance of those terms.

(10:50) Adam Scharf, Rethinking Buildings Goshen, stated that a number of value propositions to the commission in this proposal. The primary one is the only structure in the entire River Race development area that predates the canal would be saved and restored and also talked thru the other recommendations. Mr. Scharf talked the possibilities of low/medium density residential development of the lots retained by the commission and also talked of the development challenges for more dense development. Mr. Scharf stated he has had conversations with four interested parties. All four parties agreed that the structure that is being retained is in excellent condition. Restoration of the home would occur in 2020.

(16:21) Commissioner Stump asked Mr. Barkes about the three remaining lots and he replied that they would stay the redevelopment commission and there would be no special offer to Mr. Scharf for them. Will do an additional proposal for the sale of the lots in the future. Mr. Scharf replied that he does not think this would be a viable project if the three lots were made into a parking lot. Does not think he could sell/rent the home if next door to a large parking lot. Mr. Barkes replied that the committee made no recommendation one way or the other. Mark Brinson commented that the committee recommendation was to support limited commercial use as an option.

(19: 07) Commissioner Johnson stated she agrees with Mr. Scharf about the lots not becoming a parking lot and would prefer residential development.

(19:50) Commissioner Stump stated that his vision for the lots are small commercial or offices but once the two lots are sold this mostly likely will not happen.

(21:35) Dave Pottinger, 107 Gra-Roy Drive, stated his support for restoration versus demolition.

(26:08) Mark Brinson, Community Development Director, stated that we have a recommendation and if the commission decides to accept the recommendation and move forward the next phase is an agreement between the commission and the developer.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve the committee's recommendation.

After discussion, on the call of the roll, the motion was carried by the following vote:

Ayes: Garber, Johnson, Turner

Nays: Stump

The motion was adopted by a vote of 3 in favor and 1 against.

OPEN FORUM

(28:07) Becky Hutsell, asked the commission for a special meeting regarding the project for the Plymouth Avenue TIF that is set to expire this year. Ms. Hutsell briefly described to the commission all the pieces of the project. A special meeting is scheduled for December 13, 2019 at 2:00 p.m.

(38:00) Ms. Hutsell also updated the commission about the recent court hearing regarding Johnson Controls clean up.

MONTHLY REDEVELOPMENT STAFF REPORT

Community Development Director Mark Brinson offered to answer any questions about the monthly report; however, the Commission did not have any questions. Mr. Brinson updated the commission about the 5 year capital plan which will be presented at the January meeting. An update on the Quiet Zone will be given by Leslie Biek, Traffic Engineer, at the February meeting.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for January 21, 2020 at 2:00 p.m.

ADJOURNMENT

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

The regular meeting was adjourned at 3:58 p.m.

APPROVED on January 21, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Executive Session held on December 10, 2019

The Goshen Redevelopment Commission met in an executive session on December 10, 2019 at the conclusion of the Commission's regular meeting at 4:00 p.m. The executive session was held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

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

Present: Brian Garber, Andrea Johnson, Thomas Stump, Vince Turner and Bradd Weddell
Absent: None

PURPOSE OF EXECUTIVE SESSION

The executive session was held as authorized by Indiana Code § 5-14-1.5-6.1(b)(2)(D) for discussion of strategy with respect to the purchase or lease of real property by the Redevelopment Commission up to a time a contract or option to purchase or lease is executed by the parties.

No subject matter was discussed in the executive session other than the subject matter specified in the public notice.

ADJOURNMENT

The executive meeting was adjourned at 4:21 p.m.

APPROVED on January 21, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Special Meeting of December 13, 2019

The Goshen Redevelopment Commission met in a special meeting on December 13, 2019 at 2:00 p.m. in the Conference Room at the Goshen Annex Building, 204 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

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

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

Absent: Bradd Weddell

Commissioner Stump stated that there was an item added to the agenda and asked if there were any objections to adding Resolution 77-2019 Commit to Provide to NIPSCO a 25' Wide Easement South of Lincoln Avenue, Perpendicular to Rock Run Creek to the agenda and there were no objections.

NEW BUSINESS

Resolution 75-2019 Approve and Authorize Execution of Agreement with Pilgram Partners, LLC for Development of Stormwater Facilities

Becky Hutsell, Redevelopment Project Manager, stated that at the time the Plymouth Ave TIF was established the stormwater within that area was not fully understood. After construction of Fairhaven and the Crossing Subdivision, stormwater runoff and flooding issues were realized. In 2012 a drainage study was conducted and stormwater improvements were added to the TIF approved project list in 2013. In 2018 the Redevelopment Commission entered to an agreement with the Barak Group, developer of the Crossing subdivision, for stormwater improvements in the area. Ms. Hutsell talked about how all these pieces fit together for stormwater improvements. The agreement committed available TIF funds for the project. The explanation of the memo is for both agreements.

Ms. Hutsell explained the agreement with Pilgram Partners, LLC, who are the owners of Fairhaven.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to approve Resolution 75-2019. The motion was adopted unanimously.

Resolution 76-2019 – Approve and Authorize Execution of Agreement with MR Realty IV, LLC for Development of Stormwater Facilities

Becky Hutsell, Redevelopment Project Manager, explained the agreement with MR Realty, IV, LLC.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve Resolution 76-2019. The motion was adopted unanimously.

Resolution 77-2019 – Commit to Provide to NIPSCO a 25' Easement South of Lincoln Avenue, Perpendicular to Rock Run Creek

Becky Hutsell, Redevelopment Project Manager, stated that there will be a lot of new utilities in this area and at a recent utility coordination meeting it was discovered that NIPSCO will need an additional 25' of right of way. The right of way is located in a floodway.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve Resolution 77-2019. The motion was adopted unanimously.

OPEN FORUM

Mark Brinson, Community Development Director updated the commission on the Millrace Townhomes pre-development meeting that was recently held. Construction to start in spring 2020.

Mark Brinson and Becky Hutsell updated the commission about the progress on the Hawk's building. A lot of work is going on behind the scenes.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for January 21, 2020 at 2:00 p.m.

ADJOURNMENT

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

The regular meeting was adjourned at 2:52 p.m.

APPROVED on January 21, 2020.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 01-2020

**Interlocal Agreement
with Elkhart County
for the County Road 40 Connector Road Project**

WHEREAS the City of Goshen and Elkhart County have negotiated an interlocal agreement for the design and construction of the County Road 40 Connector Road Project.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Interlocal Agreement with Elkhart County for the County Road 40 Connector Road Project attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor and Clerk-Treasurer are authorized to execute the Interlocal Agreement on behalf of the Goshen Redevelopment Commission and the City of Goshen.

PASSED and ADOPTED by the Goshen Redevelopment Commission on January _____, 2020.

President

Secretary

INTERLOCAL AGREEMENT
FOR THE DESIGN AND CONSTRUCTION OF (1) A
COUNTY ROAD 40 CONNECTOR ROAD AND (2)
A COUNTY ROAD 40 CONNECTOR ROAD AND STATE
ROAD 15 INTERSECTION ON THE SOUTH SIDE OF GOSHEN

THIS AGREEMENT is made and entered into effective as of the last date of signature hereon by and between the CITY OF GOSHEN, INDIANA (hereinafter referred to as "City") and the COUNTY OF ELKHART, INDIANA (hereinafter referred to as "County").

RECITALS:

WHEREAS City and County acknowledge that the area of the intersections of State Road 15 (also known as South Main Street in the corporate limits of Goshen) and County Road 40 on the south side of Goshen is ineffective;

WHEREAS Goshen has constructed significant improvements to County Road 27 (approximately two [2] miles east of South Main Street and State Road 15) and has constructed the "Waterford Mills Parkway," currently running westerly from County Road 27, to State Road 15;

WHEREAS City and County have heretofore completed the design and construction of County Road 40 from Dierdorff Road to U.S. 33 with Dierdorff Road also being known as County Road 27, with the stretch from Dierdorff Road, easterly to U.S. 33 connecting to and further servicing the Waterford Mills Parkway, and enhancing the flow of traffic on the south side of Goshen;

WHEREAS designing and constructing a County Road 40 connector road and aligning its intersection at State Road 15 with the Waterford Mills Parkway would be beneficial to enhance traffic movement on the south side of Goshen;

WHEREAS City and County enter into this Agreement to identify the duties and responsibilities of City and County in regard to the desired "County Road 40 Connector Road Project," also herein labeled the "Project;"

NOW, THEREFORE, in consideration of the following terms, conditions, and commitments, the parties agree as follows:

PROJECT

This Agreement defines the initially planned “Project” for design and construction. The Project includes the following:

- a. The design and construction of a County Road 40 Connector Road from the Waterford Mills Parkway intersection at State Road 15 northwesterly to the bridge over the Elkhart River on County Road 40 west of State Road 15; and
- b. The improvement of the State Road 15 intersection at Waterford Mills Parkway.

LEAD AGENCY

County shall serve as the Lead Agency for the Project. County agrees to be responsible for the overall administration of the Project including but not necessarily limited to the following:

- a. Bidding the Project in compliance with governmental requirements applicable to City and County.
- b. Obtaining any governmental permits or approvals required to construct the Project.
- c. Administering any contract or contracts awarded to a successful bidder or bidders on the Project.
- d. Providing or contracting for engineering review and construction inspection services for the Project to the extent that such are not the responsibility of the successful bidder or bidders.
- e. Maintaining the documents, contracts, notices, and other records connected with the Project.

f. Providing the City with a financial summary of all funds needed for the Project, all funds received for the Project, and all funds ultimately expended on the Project, including the reconciliation of the funding provided by the City and County.

g. Providing or contracting for right-of-way acquisition services needed for the Project.

h. Paying all costs and expenses associated with serving as the Lead Agency, and for all engineering services and right-of-way acquisition services, as such shall be incurred in connection with the Project.

DESIGN CONSULTANT

a. County shall provide or contract for an engineer to serve as the “Design Consultant” on the Project. The Design Consultant will furnish engineering and design work necessary for the Project, including survey and geotechnical services, it being acknowledged by City and County that such engineering and design work for the State Road 15 Intersection must comply with the standards of the Indiana Department of Transportation, which has ultimate jurisdiction over the intersection of the County Road 40 Connector Road at State Road 15.

b. The preliminary engineering and design work for the Project shall identify the real estate and expanded right-of-way needed for such, and share such with City for review and with INDOT for review with respect to the intersection of the County Road 40 connector road at State Road 15.

c. The ultimate engineering and design standards for the Project shall be subject to the approval of the County, City, and INDOT (as to the State Road 15 Intersection).

CITY PARTICIPATION

While County shall serve as the Lead Agency, City and County acknowledge that such is tied largely to the County providing the administrative and oversight services contemplated under “Lead Agency” above. City shall be significantly involved with the Project. City’s participation shall include, but not necessarily be limited to, the following:

a. City shall review and approve the Project engineering and design, though such engineering and design shall be obtained or provided by County as part of the Lead Agency role set forth above.

b. City shall pay its share of all costs and expenses associated with the engineering, right-of-way, land acquisition, and construction needed for the Project, to include necessary appraisals and review appraisals, and shall cooperate with County on the right-of-way acquisition for the Project.

c. City's participation shall include its share of all direct and indirect costs associated with the Project. Direct and indirect costs associated with the Project shall include utility relocation, change orders, and compaction and materials testing.

d. City shall appropriate and have available for use by County all funds required of City for its share of the direct or indirect costs, it being acknowledged that the transfer of such funds to County must occur essentially simultaneous with the bidding, or even in advance thereof, as County is not in a position to advance the funds for all costs associated with the Project.

APPROVALS AND FUNDING PARTICIPATION

a. This Agreement is subject to the approval of the Mayor and the Common Council of the City of Goshen and the Board of Commissioners and County Council for the County of Elkhart, Indiana.

b. After design engineering has been completed, the County shall provide written notice of design engineering completion to the City and the County pursuant to the Notice provisions of this Agreement. For a period of thirty (30) days after receipt of the Notice that design engineering is complete, both the City and the County shall have the right to withdraw from further participation in the Project in its discretion by providing written notice to the other party. In the event that neither party withdraws, then both parties agree to complete the Project in accordance with the terms and provisions of this Agreement.

c. Pending the completion of design engineering, City and County each agree to pay and be responsible for one-half (1/2) of the costs of the Project incurred prior to any withdrawal from the Project and any unpaid amounts for which County and City are contractually obligated

to pay. Project costs and expenses will be paid by the County and one-half (1/2) of those costs and expenses invoiced by the County to the City.

d. In the event that neither party withdraws from participating in the Project after completion of design engineering, the City and County will each be responsible for and agree to pay one-half (1/2) of the costs and expenses of the Project. If any right-of-way previously acquired by the City or the County is utilized for the Project, the party dedicating the right-of-way to the Project shall receive a credit equal to the purchase price paid towards the party's share of the Project costs.

TIME IS OF THE ESSENCE; DURATION OF PROJECT

a. City and County agree to cooperate so that the engineering and design, right of way acquisitions, and preliminary bidding process can be completed in time to accept bids for the Project by March 31, 2023.

b. Project construction will commence no earlier than 2022 and then only if City and County have the required funding in place.

c. Time is of the essence with regard to constructing the Project. City and County agree to communicate with each other in establishing a construction schedule that will allow the Project to be completed in a timely fashion consistent with subparagraphs a and b above.

d. This Agreement shall be in effect through December 31, 2023 and shall thereafter automatically renew on a year-to-year calendar basis unless either party shall give written notice of termination to the other party at least ninety (90) days prior to the end of the initial term of this Agreement or any renewal year of this Agreement. Once construction has started or the construction agreement has been fully executed, neither party may terminate the Agreement until the Project is completed.

OWNER OF PROJECT

The Project, or respective portions thereof, shall be owned by the entity with jurisdiction over the Project, or those respective portions for which it has jurisdiction.

FILING REQUIREMENTS

Within thirty (30) days after the approval and execution of this Agreement, County shall have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

SUPPLEMENTAL DOCUMENTS

City and County agree to execute and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

LIMITATIONS OF LIABILITY

a. City acknowledges that County shall not be liable to City for completion of or the failure to complete any activities which are an obligation of City to perform pursuant to this Agreement, and City agrees to defend, indemnify, and hold harmless County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from City's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claims or judgments, including without limitation court costs, attorney's fees, and other expenses.

b. County acknowledges that City shall not be liable to County for completion of or the failure to complete any activities which are an obligation of County to perform pursuant to this Agreement, and County agrees to defend, indemnify, and hold harmless City and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from County's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claim or judgments, including without limitation court costs, attorney's fees, and other expenses.

NON-DISCRIMINATION

Pursuant to Indiana Code 22-9-1-10, neither City nor County, nor any of their contractors or subcontractors, shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to

employment because of race, color, religion, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

MISCELLANEOUS

a. Amendment. This Agreement, and any exhibits attached, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of an amendment by the parties.

b. No Other Agreement. Except as otherwise expressly provided, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.

c. Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.

d. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

e. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail:

County: Board of Commissioners of the County of Elkhart, Indiana
c/o Jeff Taylor, County Administrator
Elkhart County Administration Building
117 North Second Street
Goshen, IN 46526
Fax: (574) 535-6747
Email: jaylor@elkhartcounty.com

City: City of Goshen, Indiana
Board of Public Works
c/o Mayor Jeremy Stutsman
202 South Fifth Street
Goshen, IN 46526
Fax: (574) 533-3074
Email: mayor@goshencity.com

with copies to:

Bodie J. Stegelmann
Goshen City Legal Department
Municipal Annex Building
204 East Jefferson Street
Goshen, IN 46528
Fax: (574) 537-3817
Email: bodiestegelmann@goshencity.com

and

Craig M. Buche
Elkhart County Attorney
Yoder Ainlay Ulmer & Buckingham, LLP
130 North Main Street
Goshen, IN 46526
Fax: (574) 534-4174
Email: cbuche@yaub.com

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations effective as of the date first above written.

[signatures on separate sheet]

Date: _____, 2020

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By: _____
Mike Yoder, President

By: _____
Frank Lucchese

By: _____
Suzanne Weirick

ATTEST:

Patricia A. Pickens
Elkhart County Auditor

Date: _____, 2020

CITY OF GOSHEN, INDIANA

By: _____
Jeremy Stutsman, Mayor

ATTEST:

Adam Scharf
Clerk-Treasurer

APPROVAL

The Common Council of the City of Goshen, Indiana hereby approves of the above and foregoing Interlocal Agreement this ____ day of _____, 2020.

COMMON COUNCIL OF THE CITY OF
GOSHEN, INDIANA

By: _____
Jeremy Stutsman, Presiding Officer

ATTEST:

Adam Scharf
Clerk-Treasurer

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this ____ day of _____, 2020.

ELKHART COUNTY COUNCIL

By: _____
John K. Letherman, President

ATTEST:

Patricia A. Pickens
Elkhart County Auditor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this _____ day of _____, 2020, personally appeared Mike Yoder, Frank Lucchese, and Suzanne Weirick of the Board of Commissioners of the County of Elkhart, Indiana and Patricia A. Pickens, Elkhart County Auditor, and acknowledged that as said Commissioners and Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of Elkhart County, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public

(printed or typed name)

Residing in Elkhart County, Indiana

My Commission Expires:

Commission No. NP0 _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this _____ day of _____, 2020, personally appeared Jeremy Stutsman and Adam Scharf, the Mayor and Clerk-Treasurer, respectively, of the City of Goshen, Indiana, and acknowledged that they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Goshen, Indiana, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public

(printed or typed name)

Residing in Elkhart County, Indiana

My Commission Expires:

Commission No. NP0 _____

Prepared by Craig M. Buche, Yoder, Ainlay, Ulmer & Buckingham, LLP
130 North Main Street, Goshen, IN 46526

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Craig M. Buche, 130 N. Main St., , Goshen, IN 46526



FIVE YEAR CAPITAL PLAN FINANCIAL PLAN 2020-2024

Goshen Redevelopment Commission



CONSOLIDATED RIVER RACE TIF

CONSOLIDATED RIVER RACE /US 33 TIF DISTRICT
5 YEAR FUNDING PLAN
ESTIMATED CASH BALANCE /DEFICIT

	2020	2021	2022	2023	2024
Prior Year End Estimated Cash Balance	\$2,701,937.19	\$542,816.78	\$698,951.78	\$1,974,830.02	\$2,180,850.02
Major Moves Proceeds	\$3,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Estimated TIF Revenues <i>(estimated TIF revenues from 11/12/19 Baker Tilly report)</i>	\$3,519,670.00	\$3,528,210.00	\$3,536,750.00	\$3,541,020.00	\$3,545,280.00
Estimated Total Funds Available	\$9,221,607.19	\$4,071,026.78	\$4,235,701.78	\$5,515,850.02	\$5,726,130.02
Bond, Loan & Administrative Obligations	\$638,790.41	\$1,422,075.00	\$869,571.76	\$810,000.00	\$810,000.00
Estimated Project Costs	\$8,040,000.00	\$1,950,000.00	\$1,391,300.00	\$2,525,000.00	\$2,009,488.00
Estimated Total Expenses & Project Costs	\$8,678,790.41	\$3,372,075.00	\$2,260,871.76	\$3,335,000.00	\$2,819,488.00
Estimated Year End Cash Balance Surplus/Deficit	\$542,816.78	\$698,951.78	\$1,974,830.02	\$2,180,850.02	\$2,906,642.02

Approved by Redevelopment Commission on _____

**CONSOLIDATED RIVER RACE/US 33 TIF DISTRICT
5 YEAR PROJECT FUNDING PLAN
BOND, LOAN AND ADMINISTRATIVE OBLIGATIONS**

			2020	2021	2022	2023	2024
TIF Reimbursement Obligations	Park 33 Repayment Agreement (Beginning Balance - \$457,480.00. Current Balance - \$438,612.00)						
	February	Loan Repayment	\$9,537.00	\$150,000.00	\$0.00	\$0.00	\$0.00
	August	Loan Repayment	\$150,000.00	\$129,075.00	\$0.00	\$0.00	\$0.00
	SUBTOTALS:		\$159,537.00	\$279,075.00	\$0.00	\$0.00	\$0.00
Loan Obligations	Major Moves Loan - River Race (estimated payoff - 1/2022)						
	February	Loan Repayment	\$166,500.00	\$166,500.00	\$59,571.76	\$0.00	\$0.00
	August	Loan Repayment	\$166,500.00	\$166,500.00	\$0.00	\$0.00	\$0.00
	SUBTOTALS:		\$333,000.00	\$333,000.00	\$59,571.76	\$0.00	\$0.00
	Major Moves Loan - River Race (estimated payoff - 1/2020)						
	January	Loan Repayment	\$56,253.41	\$0.00	\$0.00	\$0.00	\$0.00
	July	Loan Repayment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTALS:		\$56,253.41	\$0.00	\$0.00	\$0.00	\$0.00
	NEW Major Moves Loan - River Race (estimated payoff - 7/2025)						
	January	Loan Repayment	\$0.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
	July	Loan Repayment	\$0.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
	SUBTOTALS:		\$0.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00
	Brownfield RLF Loan to City (estimated payoff - 2025)						
	January	Loan Repayment	\$25,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00
	July	Loan Repayment	\$25,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00
	SUBTOTALS:		\$50,000.00	\$170,000.00	\$170,000.00	\$170,000.00	\$170,000.00
Administrative Obligations	Annual Administrative Expenses						
	Salary Reimbursement, etc.		\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
ANNUAL BOND, LOAN & ADMINISTRATIVE OBLIGATIONS			\$638,790.41	\$1,422,075.00	\$869,571.76	\$810,000.00	\$810,000.00
<i>Annual Major Moves Loan Repayment</i>			<i>\$389,253.41</i>	<i>\$933,000.00</i>	<i>\$659,571.76</i>	<i>\$600,000.00</i>	<i>\$600,000.00</i>

CONSOLIDATED RIVER RACE/US 33 TIF DISTRICT
5 YEAR PROJECT FUNDING PLAN

Project Description		2020			2021			2022			2023			2024			Five Year Totals		
		Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Federal Funds	Total
Steury Avenue/Lincoln Avenue Drainage Improvements (Phase II & III)	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection	\$1,400,000		\$1,400,000	\$800,000		\$800,000										\$2,200,000		\$2,200,000
East Lincoln from Rail Road to Rock Run Creek	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection				\$200,000	\$600,000	\$800,000										\$200,000	\$600,000	\$800,000
River Race Drive Phase II - Road Construction, East/West Alley Construction, Utility Relocation and Parking Lot Construction	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection	\$500,000		\$500,000													\$500,000		\$500,000
Real Estate Acquisition (including, but not limited to, West Pike Street properties)	Design Work																		
	Right of Way & Acquisition	\$200,000		\$200,000	\$200,000		\$200,000										\$400,000		\$400,000
	Construction & Inspection																		
Ice Rink/ Multit -Use Pavilion (includes extension of utilities beneath the canal)	Design Work																\$0		\$0
	Right of Way & Acquisition																		
	Construction & Inspection	\$5,500,000		\$5,500,000													\$5,500,000		\$5,500,000
Quiet Zone 9th Street Corridor	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection	\$250,000		\$250,000													\$250,000		\$250,000
Ozinga Property	Design Work																		
	Right of Way & Acquisition				\$150,000		\$150,000							\$850,000		\$850,000	\$1,000,000		\$1,000,000
	Construction & Inspection																		
US 33 - Fairfield to Plymouth Intersection Improvements & Pedestrian Crossing	Design Work	\$60,000		\$60,000													\$60,000		\$60,000
	Right of Way & Acquisition																		
	Construction & Inspection							\$206,300	\$825,200	\$1,031,500							\$206,300	\$825,200	\$1,031,500

CONSOLIDATED RIVER RACE/US 33 TIF DISTRICT
5 YEAR PROJECT FUNDING PLAN

Project Description		2020			2021			2022			2023			2024			Five Year Totals		
		Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Federal Funds	Total
Water Main Installation for Clinton, Bashor & Reliance - 5800' of new water main to serve US 33 Corridor in lieu of new water tower construction	Design Work							\$110,000		\$110,000							\$110,000		\$110,000
	Right of Way & Acquisition																		
	Construction & Inspection										\$1,300,000		\$1,300,000				\$1,300,000		\$1,300,000
** Pike Street Water Main Extension (200' near Chicago Avenue)	Design Work				\$25,000		\$25,000										\$25,000		\$25,000
	Right of Way & Acquisition																		
	Construction & Inspection							\$200,000		\$200,000							\$200,000		\$200,000
** Parks Department Maintenance Facility Contribution	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection				\$350,000		\$350,000										\$350,000		\$350,000
** West Jefferson Streetscape	Design Work				\$100,000		\$100,000										\$100,000		\$100,000
	Right of Way & Acquisition																		
	Construction & Inspection							\$500,000		\$500,000							\$500,000		\$500,000
** 9th Street Corridor Sidewalks (replacing all sidewalks from between 8th and 9th from College to Purl)	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection				\$125,000		\$125,000	\$125,000		\$125,000	\$125,000		\$125,000				\$375,000		\$375,000
** Blackport Boardwalk/Sidewalk from Monroe to Lincoln - STUDY ONLY	Design Work	\$50,000		\$50,000													\$50,000		\$50,000
	Right of Way & Acquisition																		
	Construction & Inspection																		
** Millrace Canal - Updated Levee Analysis	Design Work	\$30,000		\$30,000													\$30,000		\$30,000
	Right of Way & Acquisition																		
	Construction & Inspection																		
** Bike Path - Monroe Street to Fidler Pond	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection													\$159,488	\$797,440	\$956,928	\$159,488	\$797,440	\$956,928

CONSOLIDATED RIVER RACE/US 33 TIF DISTRICT
5 YEAR PROJECT FUNDING PLAN

Project Description		2020			2021			2022			2023			2024			Five Year Totals		
		Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Federal Funds	Total
** Dierdorff Lift Station Removal/Gravity Sewer Extension	Design Work							\$250,000		\$250,000							\$250,000		\$250,000
	Right of Way & Acquisition																		
	Construction & Inspection									\$350,000		\$350,000	\$1,000,000		\$1,000,000	\$1,350,000		\$1,350,000	
** Sidewalk Construction - US 33 from College to Monroe along east side of roadway & on College from 9th to 15th Street	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection									\$750,000		\$750,000				\$750,000		\$750,000	
** Madison Street Bridge - Evaluation of Improvement Options	Design Work	\$50,000		\$50,000													\$50,000		\$50,000
	Right of Way & Acquisition																		
	Construction & Inspection																		
ANNUAL PROJECT TOTALS:		\$8,040,000	\$0	\$8,040,000	\$1,950,000	\$600,000	\$2,550,000	\$1,391,300	\$825,200	\$2,216,500	\$2,525,000	\$0	\$2,525,000	\$2,009,488	\$797,440	\$2,806,928	\$15,915,788	\$2,222,640	\$18,138,428

** Denotes new projects added to the Capital Plan for 2020



SOUTHEAST TIF

SOUTHEAST TIF DISTRICT
5 YEAR PROJECT FUNDING PLAN

ESTIMATED ANNUAL CASH BALANCE / DEFICIT

	2020	2021	2022	2023	2024
Prior Year End Estimated Cash Balance	\$5,086,682.54	\$3,186,497.49	\$2,870,709.49	\$2,638,425.95	\$2,260,034.95
Estimated TIF Revenues <i>(estimated TIF revenues from 11/12/19 Baker Tilly report)</i>	\$5,045,030.00	\$5,088,280.00	\$5,123,020.00	\$5,156,820.00	\$5,166,700.00
Estimated Total Annual Funds Available	\$10,131,712.54	\$8,274,777.49	\$7,993,729.49	\$7,795,245.95	\$7,426,734.95
Bond, Loan & Administrative Obligations	\$1,512,795.05	\$1,602,047.00	\$1,381,881.54	\$1,283,188.00	\$908,607.75
Estimated Project Costs	\$5,432,420.00	\$3,802,021.00	\$3,973,422.00	\$4,252,023.00	\$5,773,194.00
Estimated Total Annual Expenses & Project Costs	\$6,945,215.05	\$5,404,068.00	\$5,355,303.54	\$5,535,211.00	\$6,681,801.75
Estimated Year End Cash Balance Surplus/Deficit	\$3,186,497.49	\$2,870,709.49	\$2,638,425.95	\$2,260,034.95	\$744,933.20

SOUTHEAST TIF DISTRICT
5 YEAR PROJECT FUNDING PLAN
BOND, LOAN AND ADMINISTRATIVE OBLIGATIONS

	Date	Description	2020	2021	2022	2023	2024
Bond Obligations	Redevelopment District Refunding Bonds of 2015 (formerly 2005, Series A & 2006, Series B) Last Payment = 1/1/2025						
	January	Principal Payment	\$375,000.00	\$385,000.00	\$395,000.00	\$410,000.00	\$420,000.00
	January	Interest Payment	\$21,087.50	\$17,806.25	\$14,437.50	\$10,981.25	\$7,393.75
	July	Interest Payment	\$17,806.25	\$14,437.50	\$10,981.25	\$7,393.75	\$3,718.75
	Economic Development Lease Rental Refunding Bonds of 2015 (formerly Taxable Tax Increment Bonds of 2008) Last Payment = 1/15/2028						
	January	Annual Lease Payment	\$403,000.00	\$400,000.00	\$397,000.00	\$394,000.00	\$386,000.00
	TOTAL BOND OBLIGATIONS:		\$816,893.75	\$817,243.75	\$817,418.75	\$822,375.00	\$817,112.50
TIF Reimbursement Loan Obligations	Keystone RV Company's Infrastructure Repayment Agreement (CR 40 Water Main Extension Project) (Beginning Balance - \$600,000.00. Current Balance - \$447,114.25)						
	February	Loan Repayment	\$125,385.00	\$125,385.00	\$0.00	\$0.00	\$0.00
	August	Loan Repayment	\$125,385.00	\$70,959.25	\$0.00	\$0.00	\$0.00
	Keystone RV Company's Infrastructure Repayment Agreement (CR 40 Sewer Main Extension Project) (Beginning Balance - \$782,919.75. Current Balance - \$447,114.25)						
	February	Loan Repayment	\$0.00	\$0.00	\$98,904.75	\$98,904.75	\$51,495.25
	August	Loan Repayment	\$0.00	\$0.00	\$98,904.75	\$98,904.75	\$0.00
	MA Investment's Infrastructure Repayment Agreement (Waterford Commons Business Park) (Beginning Balance - \$986,349.00. Current Balance - \$979,676.25)						
	February	Loan Repayment	\$6,672.75	\$150,000.00	\$150,000.00	\$150,000.00	\$0.00
	August	Loan Repayment	\$150,000.00	\$150,000.00	\$150,000.00	\$73,003.50	\$0.00
	BriMar Properties' Infrastructure Repayment Agreement (BriMar Expansion Project) (Beginning Balance - \$92,603.00. Current Balance - \$55,029.50)						
	February	Loan Repayment	\$13,234.50	\$13,234.50	\$2,091.50	\$0.00	\$0.00
	August	Loan Repayment	\$13,234.50	\$13,234.50	\$0.00	\$0.00	\$0.00
	Infrastructure Repayment Agreement - Supreme Corp., Forest River, Elkhart County Stormwater & Goshen Utilities (Horn Ditch Project) (Beginning Balance - \$735,149.75. Current Balance - \$468,541.34)						
	February	Loan Repayment	\$110,994.55	\$110,995.00	\$24,561.79	\$0.00	\$0.00
	August	Loan Repayment	\$110,995.00	\$110,995.00	\$0.00	\$0.00	\$0.00
	TOTAL LOAN OBLIGATIONS:		\$655,901.30	\$744,803.25	\$524,462.79	\$420,813.00	\$51,495.25
Administrative Obligations	Annual Administrative Expenses						
	Salary Reimbursement, etc.		\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
ANNUAL BOND, LOAN & ADMINISTRATIVE OBLIGATIONS			\$1,512,795.05	\$1,602,047.00	\$1,381,881.54	\$1,283,188.00	\$908,607.75

SOUTHEAST TIF DISTRICT
5 YEAR PROJECT FUNDING PLAN

Project Description		2020			2021			2022			2023			2024			Five Year Project Totals		
		TIF Funds	Federal Funds	Total	TIF Funds	Federal Funds	Total	TIF Funds	Federal Funds	Total	TIF Funds	Federal Funds	Total	TIF Funds	Federal Funds	Total	TIF Funds	Federal Funds	Total
Goshen Industrial Park Stormwater Retention	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection	\$2,000,000		\$2,000,000												\$2,000,000		\$2,000,000	
Century Drive Reconstruction	Design Work	\$115,000		\$115,000												\$115,000		\$115,000	
	Right of Way & Acquisition																		
	Construction & Inspection				\$1,750,000		\$1,750,000									\$1,750,000		\$1,750,000	
CR 40 Reconstruction Dierdorff to US 33	Design Work				\$150,000		\$150,000									\$150,000		\$150,000	
	Right of Way & Acquisition							\$300,000		\$300,000						\$300,000		\$300,000	
	Construction & Inspection												\$2,000,000		\$2,000,000	\$2,000,000		\$2,000,000	
Waterford Mills Parkway Extension SR 15 to CR 40	Design Work	\$100,000		\$100,000												\$100,000		\$100,000	
	Right of Way & Acquisition				\$250,000		\$250,000	\$250,000		\$250,000						\$500,000		\$500,000	
	Construction & Inspection										\$1,900,000		\$1,900,000			\$1,900,000		\$1,900,000	
Eisenhower Drive Reconstruction	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection	\$2,000,000		\$2,000,000												\$2,000,000		\$2,000,000	
College Avenue Reconstruction (US 33 east to RR Crossing)	Design Work	\$130,400		\$130,400												\$130,400		\$130,400	
	Right of Way & Acquisition							\$171,400		\$171,400						\$171,400		\$171,400	
	Construction & Inspection												\$771,170		\$771,170	\$771,170		\$771,170	

SOUTHEAST TIF DISTRICT
5 YEAR PROJECT FUNDING PLAN

Project Description		2020			2021			2022			2023			2024			Five Year Project Totals		
		TIF Funds	Federal Funds	Total	TIF Funds	Federal Funds	Total	TIF Funds	Federal Funds	Total	TIF Funds	Federal Funds	Total	TIF Funds	Federal Funds	Total	TIF Funds	Federal Funds	Total
** South Wellfield Improvements	Design Work	\$150,000		\$150,000															
	Right of Way & Acquisition				\$350,000		\$350,000												
	Construction & Inspection	\$500,000		\$500,000									\$3,000,000		\$3,000,000	\$3,500,000		\$3,500,000	
** Waterford Commons Phase I Infrastructure Construction	Design Work	\$150,000		\$150,000												\$150,000		\$150,000	
	Right of Way & Acquisition																		
	Construction & Inspection				\$1,000,000		\$1,000,000									\$1,000,000		\$1,000,000	
** New Fire Station	Design Work	\$200,000		\$200,000															
	Right of Way & Acquisition																		
	Construction & Inspection							\$2,500,000		\$2,500,000						\$2,500,000		\$2,500,000	
** Winona Trail Extension	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection	\$85,000		\$85,000												\$85,000		\$85,000	
** Sidewalk Construction - US 33 from College to CR 40	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection							\$750,000		\$750,000						\$750,000		\$750,000	
** Dierdorff Reconstruction	Design Work				\$300,000		\$300,000												
	Right of Way & Acquisition																		
	Construction & Inspection										\$2,350,000		\$2,350,000			\$2,350,000		\$2,350,000	
TOTALS:		\$5,432,420	\$0	\$5,430,400	\$3,802,021	\$0	\$3,800,000	\$3,973,422	\$0	\$3,971,400	\$4,252,023	\$0	\$4,250,000	\$5,773,194	\$0	\$5,771,170	\$22,222,970	\$0	\$22,222,970

** Denotes new projects that have been added to the Capital Plan



LIPPERT/DIERDORFF TIF

DIERDORFF/LIPPERT TIF DISTRICT
 5 YEAR FUNDING PLAN
 ESTIMATED CASH BALANCE /DEFICIT

	2020	2021	2022	2023	2024
Prior Year End Estimated Cash Balance	\$0.00	\$68,700.00	\$87,400.00	\$71,100.00	\$139,800.00
Estimated TIF Revenues <i>(estimated TIF revenues from 11/12/19 Baker Tilly report)</i>	\$68,700.00	\$68,700.00	\$68,700.00	\$68,700.00	\$68,700.00
Estimated Total Funds Available	\$68,700.00	\$137,400.00	\$156,100.00	\$139,800.00	\$208,500.00
Bond, Loan & Administrative Obligations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estimated Project Costs	\$0.00	\$50,000.00	\$85,000.00	\$0.00	\$204,400.00
Estimated Total Expenses & Project Costs	\$0.00	\$50,000.00	\$85,000.00	\$0.00	\$204,400.00
Estimated Year End Cash Balance Surplus/Deficit	\$68,700.00	\$87,400.00	\$71,100.00	\$139,800.00	\$4,100.00

Approved by Redevelopment Commission on _____

DIERDORFF/LIPPERT TIF DISTRICT
5 YEAR PROJECT FUNDING PLAN

Project Description		2020			2021			2022			2023			2024			Five Year Totals		
		Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Other Funds	Total	Local Funds	Federal Funds	Total
** Stormwater Master Plan	Design Work				\$50,000		\$50,000										\$50,000		\$50,000
	Right of Way & Acquisition																		
	Construction & Inspection																		
** Bike Path - Fidler Pond to College Avenue	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection												\$204,400	\$1,022,000	\$1,226,400	\$204,400	\$1,022,000	\$1,226,400	
** Sidewalk Construction - Dierdorff Road	Design Work																		
	Right of Way & Acquisition																		
	Construction & Inspection							\$85,000		\$85,000									
ANNUAL PROJECT TOTALS:		\$0	\$0	\$0	\$50,000	\$0	\$50,000	\$85,000	\$0	\$85,000	\$0	\$0	\$0	\$204,400	\$1,022,000	\$1,226,400	\$254,400	\$1,022,000	\$1,276,400

** Denotes new projects added to the Capital Plan

FIVE YEAR CAPITAL PLAN 2020-2024

Goshen Redevelopment Commission
January 21, 2020 Presentation

CONSOLIDATED RIVER RACE TIF

Previously Approved Projects

Steury Ave/Lincoln Ave Drainage Improvements – Phase Two

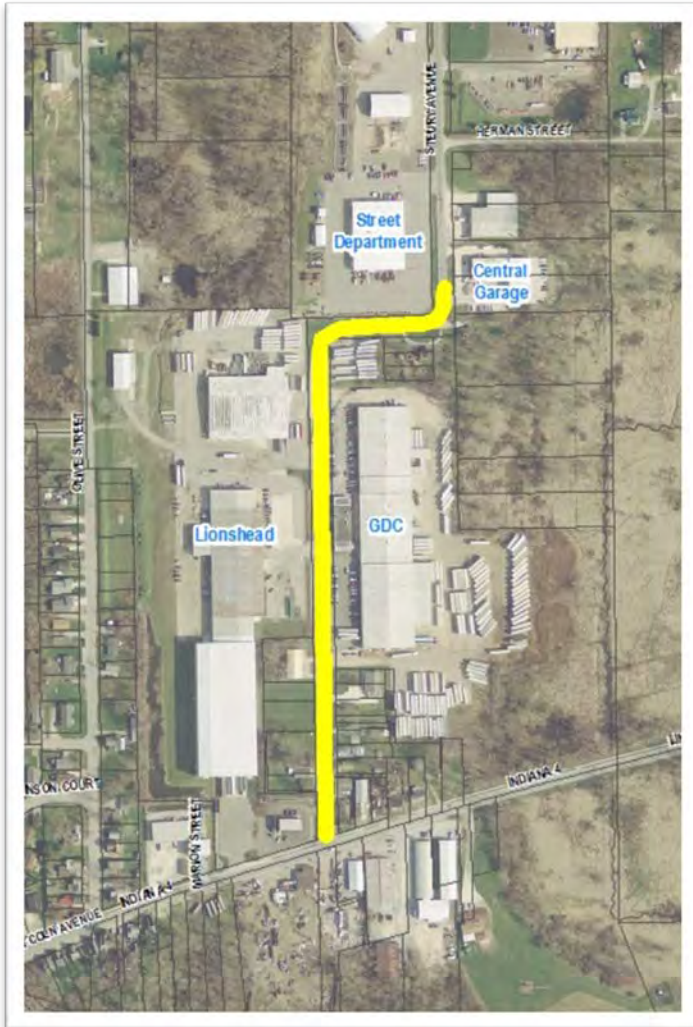


Project includes:

- New water main
- New storm sewer main, curb & gutter
- Installation of water along Steury to Lionshead property
- Intersection improvements at Steury & Olive Streets
- New turn-lane at Olive Street
- New turn-lane at Steury Avenue
- Full roadway reconstruction
- New water connection under creek

Construction – 2020
Estimated Cost - \$1,400,000

Steury Ave/Lincoln Ave Drainage Improvements – Phase Three



Project includes:

- New water main
- New storm sewer main
- Installation of curb & gutter
- Modifications to the "S" curves to facilitate truck traffic
- New sidewalks
- Full roadway reconstruction

Construction – 2021
Estimated Cost - \$800,000

East Lincoln Reconstruction – Railroad to Rock Run Creek

Includes:

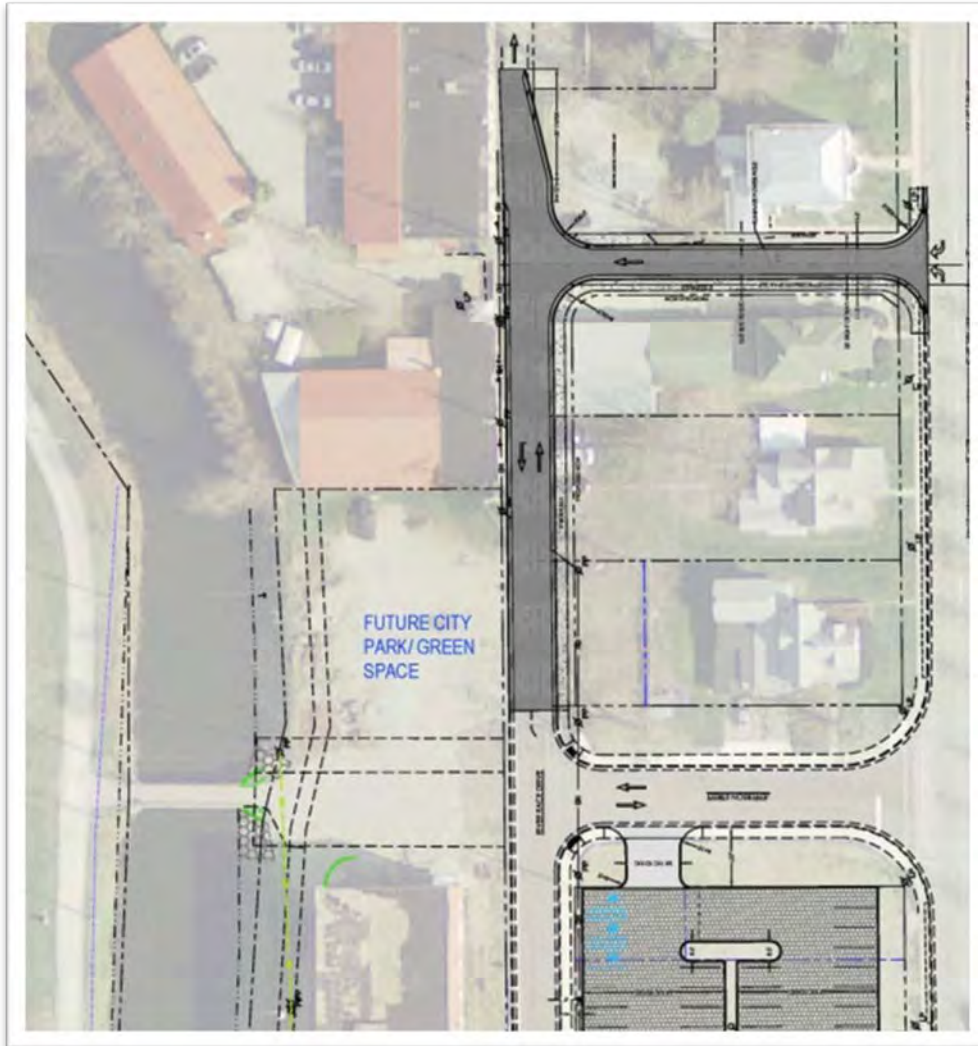
- New sewer main
- Complete roadway reconstruction
- Alignment of Logan and access drive for northern properties
- Relocation of trail crossing
- Addition of a pedestrian crossing median
- Installation of a pedestrian crossing across railroad



Construction – 2021

Estimated Cost - \$650,000 (\$200,000 RDC Share)

River Race Drive – Phase Two



Project includes:

- Making River Race Drive north of Jefferson two-way to the east/west alley
- Upgrading the east/west alley north of Jefferson to a one-way street
- Providing the landscaping material for a public park area adjacent to the canal

Construction – 2020
Estimated Project Cost - \$500,000

Real Estate Acquisition



- Funding to be available for any property within this TIF that the Commission has interest in acquiring to facilitate projects
- May include, but not limited to, the West Pike Street properties
 - Approximately 2.3 acres
 - Multiple owners present a barrier for private development
 - Former dry cleaner presents an environmental concern for private developers
 - Potential for a continuation of the Millrace Trail north along the Elkhart River

**Available Acquisition Funds -
\$400,000**

Millrace Pavilion



Estimated Cost - \$7.87 million

Construction – 2020/2021

Millrace Pavilion



Includes:

- A full-sized rink (100' x 206')
- Support buildings
- Paved plaza and event lawn space
- Parking lot

Opportunities:

- Ice Skating
- Junior Hockey
- Covered Concerts
- Festivals
- Receptions
- Sports (basketball, volleyball, pickleball)
- First Fridays Expansion
- Parks Programming

Millrace Pavilion

Item	Estimated Cost
Architectural & Engineering Fees	\$324,000
Direct Construction Costs	\$6,756,857
Furnishings & Equipment*	\$430,000
65 Onsite Parking Spaces	\$376,000
Subtotal	\$7,510,857
Contingency (5%)	\$359,343
Total Estimated Project Cost	\$7,870,200

Source	Amount
Community Foundation of Elkhart County	\$1,000,000
Goshen Redevelopment Commission	\$5,500,000
Lead Gift	\$1,000,000
Regional Cities	\$300,000
Total Funding Sources	\$7,800,000

Quiet Zone – Ninth Street Corridor



Project includes:

- 6 crossings with Gates & Flashers completed in 2015. 2 completed in 2018. Channelization to be added in 2020.
- 1 crossing with Channelization (Madison Street) to be completed in 2020.
- Will be applying for the Quiet Zone Designation in 2020/2021.

Estimated Remaining Cost – \$250,000 (includes cost associated with applying for the Quiet Zone)

Real Estate Acquisition – Ozinga Property



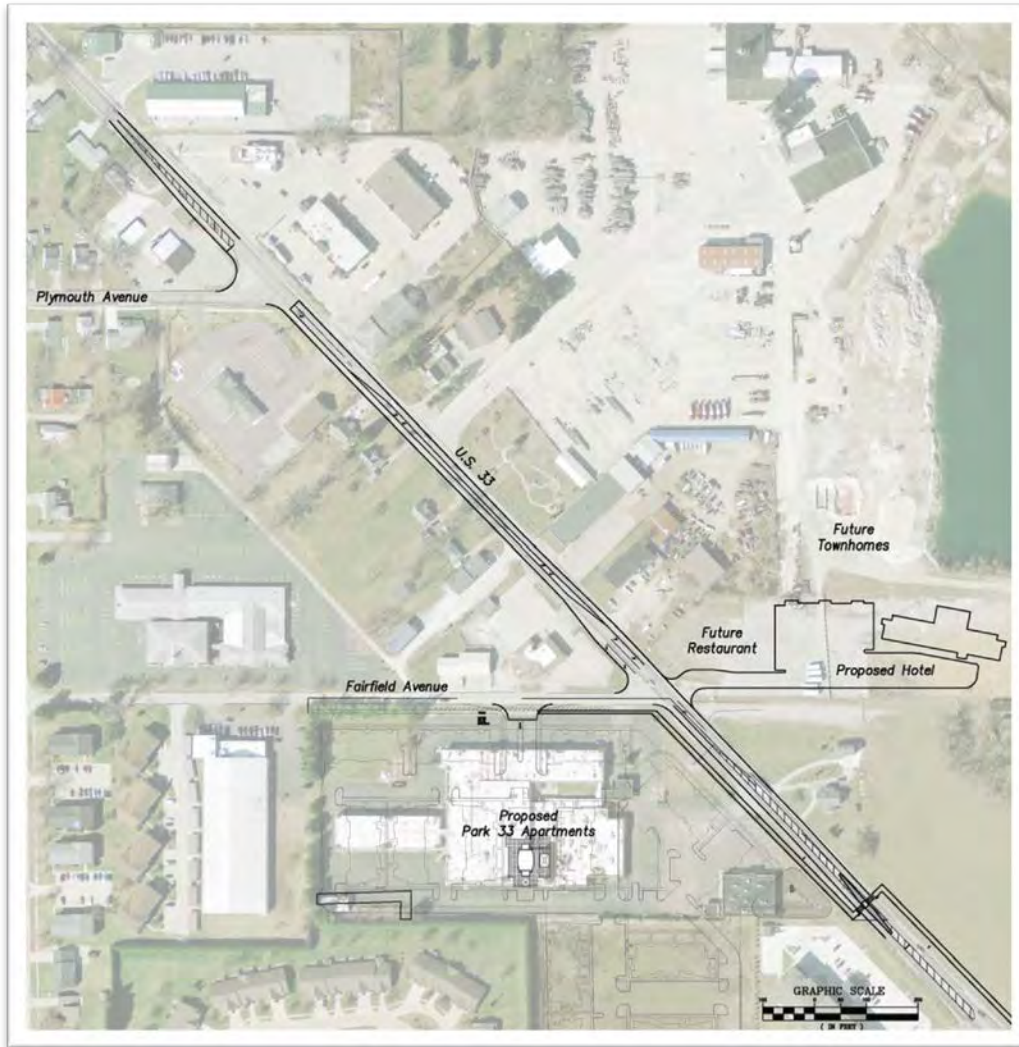
Property Description

- 24.16 Acres
- Located adjacent to Fidler Pond
- Frontage on US 33
- Listed for \$1.6 million (\$66,250 per acre)
- 66,000 sq ft of buildings on-site

Redevelopment Opportunities

- Market rate apartment development
- Hotel Development on US 33
- Development of bike path to connect Fidler Pond to Monroe Street Trail
- Additional park land along pond

US 33 – Fairfield to Plymouth Intersection Improvements & Pedestrian Crossing Construction



Project includes:

- Addition of a center turn lane from Plymouth Avenue to Fairfield Avenue
- Improved turning lanes at both intersections
- Installation of a pedestrian island south of Fairfield Avenue

Construction – 2022
Project Cost - \$1,031,500
(\$206,300 Local Share with
\$60,000 to be funded in 2020)

Water Main Installation – Clinton, Bashor & Reliance



Project includes:

- 5,800' of new 12" water main to create a loop for the existing water system
- Will provide improved pressure for the US 33 corridor and surrounding areas
- Eliminates the need for an additional water tower

Construction – 2023
Project Cost - \$1,410,000

CONSOLIDATED RIVER RACE TIF

New Projects

Pike Street Water Main Extension



Project includes:

- Replacement of the 10" water main with a new 24" main for along Pike Street to the Chicago Avenue intersection
- Intended to eliminate the water restriction that exists

Construction – 2022
Project Cost - \$210,000
(\$25,000 Design & \$185,000 Construction)

Parks Department Maintenance Facility



Project includes:

- Construction of new maintenance facility adjacent to new Parks Department offices
- To replace the existing facility north of Shanklin Parks on the west side of the Millrace Canal
- RDC to contribute the land and assist in funding the new facility

Construction – 2021
Project Cost - \$800,000
(\$350,000 RDC Contribution)

West Jefferson Streetscape

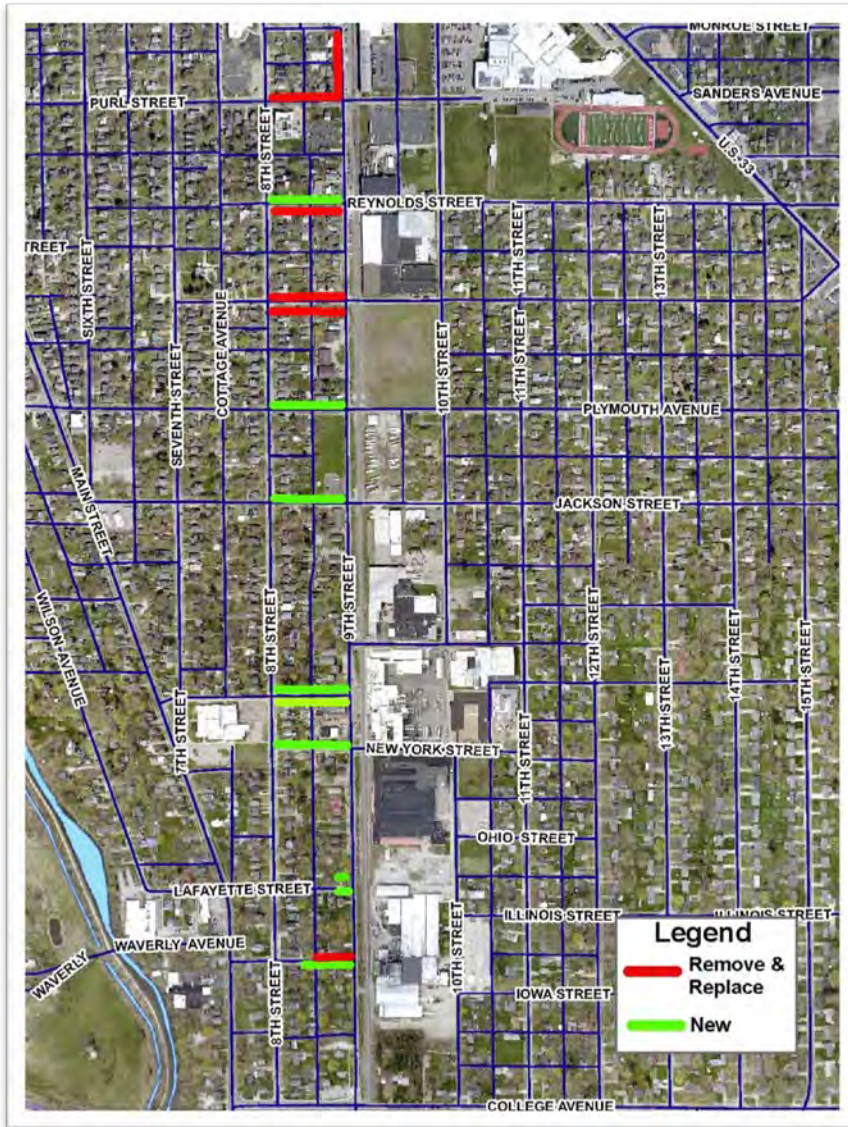


Project includes:

- Reconstruction of West Jefferson from Main Street to 3rd Street
- Utilization of block pavers to address stormwater restrictions
- To include sidewalk & streetscape improvements
- Potential for improved parking configuration

Construction – 2022
Project Cost - \$600,000
(\$100,000 Design & \$500,000
Construction)

9th Street Corridor Sidewalks



Project includes:

- Removal & replacement of several sidewalks that are in poor condition
- Construction of new sidewalks where sections are missing
- Funding to be provided over the course of three (3) years to complete all necessary improvements

Construction – 2020/2021/2022
Estimated Cost - \$375,000

Blackport Boardwalk/Sidewalk – Monroe to Lincoln



Project includes:

- Evaluation of sidewalk and/or boardwalk options for Blackport from Monroe Street to Lincoln Avenue
- A safe pedestrian connection is needed but various factors make it expensive and complicated
- MACOG funding will be applied for once a decision is made on the best solution

To be completed in 2020
Estimated Cost - \$50,000

Millrace Canal – Levee Condition Analysis



Project includes:

- Last evaluation for the canal levee from Plymouth Avenue to Madison Street was completed in 2012
- Staff to procure a consultant to reevaluate any changes to the levee's condition over the past 8 years

**To be completed in 2020
Estimated Cost - \$30,000**

Bike Path Installation – Monroe Street to Fidler Pond



Project includes:

- Construction of a multi-use trail from Monroe Street to Fidler Pond
- Constructed along the west edge of the railroad and Rock Run Creek
- ***Contingent upon receiving funding from MACOG***

Construction – 2024
Project Cost - \$956,928 (Local Share - \$159,488)

Dierdorff Lift Station/Sewer Extension

Project includes:

- Gravity sewer main installation from along Plymouth from 14th to Lincolnway East in 2023
- Gravity sewer main installation along Lincolnway East from Plymouth to Dierdorff in 2024
- Abandonment of the existing lift station at Dierdorff and Lincolnway East
- ***Contingent upon INDOT's Lincolnway East Reconstruction Project***

Construction – 2023/2024

Project Cost - \$1,600,000

(\$250,000 Design & \$1,350,000 Construction)



Sidewalk Construction (College & Lincolnway East)



Project includes:

Construction of new sidewalks for:

- East side of Lincolnway East from Monroe Street to College Avenue (*contingent upon INDOT's road project*)
- North side of College Avenue from 9th to 15th Street

Construction – 2023
Project Cost - \$750,000

Madison Street Bridge – Evaluation of Improvement Options



Project includes:

- Current bridge only accommodates one-lane traffic
- Rated for only 12-ton vehicles due to bridge condition
- Various bridge alternatives exist but costs vary significantly

To be completed in 2020
Project Cost - \$50,000

Consolidated River Race TIF 5 Year Budget

	2020	2021	2022	2023	2024
Prior Year End Estimated Cash Balance	\$2,701,937.19	\$542,816.78	\$698,951.78	\$1,974,830.02	\$2,180,850.02
Major Moves Proceeds	\$3,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Estimated TIF Revenues <i>(estimated TIF revenues from 11/12/19 Baker Tilly report)</i>	\$3,519,670.00	\$3,528,210.00	\$3,536,750.00	\$3,541,020.00	\$3,545,280.00
Estimated Total Funds Available	\$9,221,607.19	\$4,071,026.78	\$4,235,701.78	\$5,515,850.02	\$5,726,130.02
Bond, Loan & Administrative Obligations	\$638,790.41	\$1,422,075.00	\$869,571.76	\$810,000.00	\$810,000.00
Estimated Project Costs	\$8,040,000.00	\$1,950,000.00	\$1,391,300.00	\$2,525,000.00	\$2,009,488.00
Estimated Total Expenses & Project Costs	\$8,678,790.41	\$3,372,075.00	\$2,260,871.76	\$3,335,000.00	\$2,819,488.00
Estimated Year End Cash Balance Surplus/Deficit	\$542,816.78	\$698,951.78	\$1,974,830.02	\$2,180,850.02	\$2,906,642.02

SOUTHEAST TIF

Previously Approved Projects

Goshen Industrial Park Stormwater Retention – Phase Two

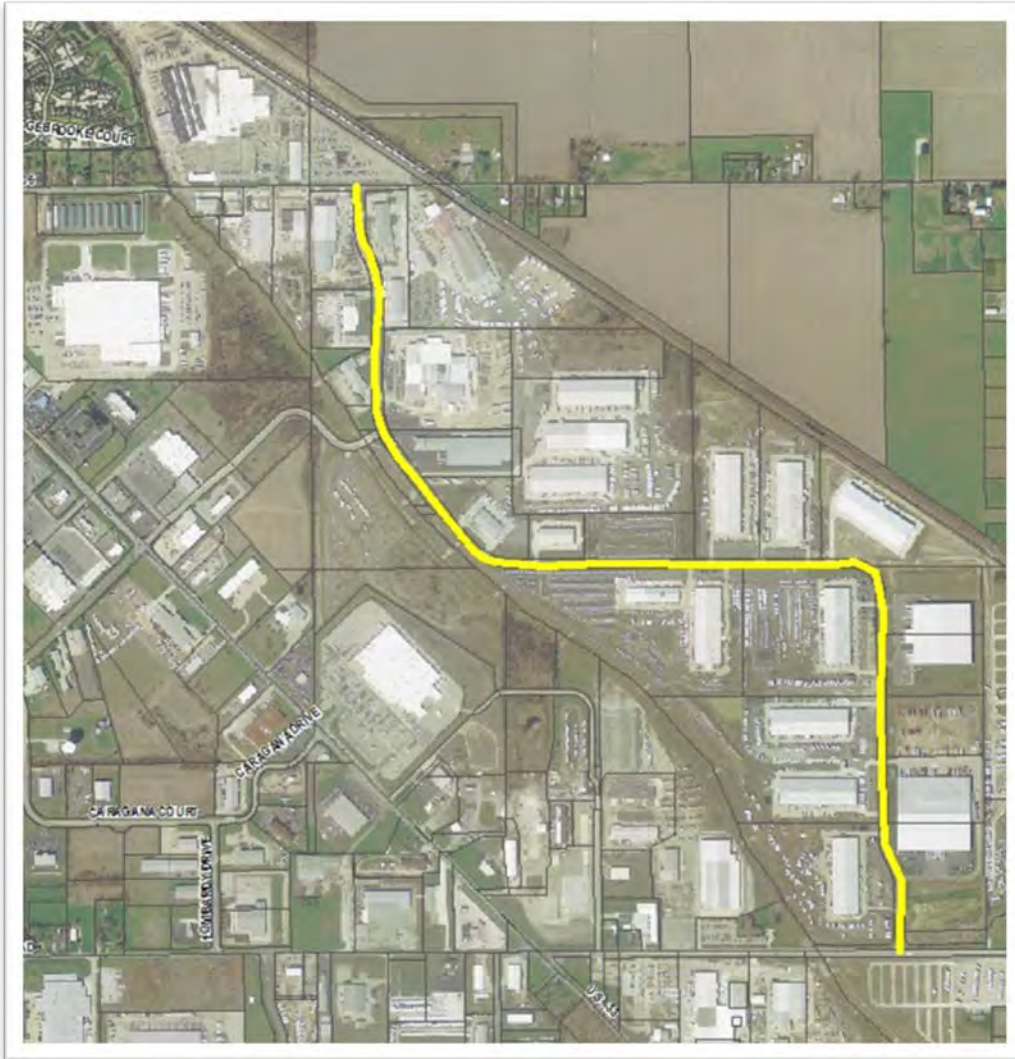


Project includes:

- Installation of a control structure at Industrial Park Drive and Eisenhower Drive South to divert overflow to the detention pond
- New stormwater infrastructure in Industrial Park Drive
- New utility easement and stormwater infrastructure across Genesis' property to the new pond

Construction – 2020
Project Cost - \$2,000,000

Century Drive - Reconstruction



Project includes:

- Complete roadway reconstruction
 - Replacement of poor soils where needed
 - Increased base depth
 - Increase pavement thickness

Construction – 2021
Estimated Cost -
\$1,870,000 with \$115,000
for design to be funded
in 2020

CR 40 Reconstruction – Dierdorff to US 33



Project includes:

- Intersection improvements at Dierdorff and US 33
- Widening of drive lanes to facilitate truck traffic to the industrial areas
- Increasing the thickness of the pavement to allow for truck traffic
- Installation of storm sewer infrastructure
- ***Contingent upon receiving funding from MACOG***

Construction – 2024
Project Cost - \$2,400,000 million

Waterford Mills Parkway – SR 15 to CR 40



Construction - 2023

Estimated Project Cost - \$5,000,000 (\$2,500,000 RDC Contribution)

Eisenhower Drive Reconstruction



Project includes:

- Full depth reconstruction of Eisenhower Drive North and South within the Goshen Industrial Park

Construction - 2020
Project Cost - \$2,000,000

College Avenue Reconstruction - US 33 east to RR Crossing



Project includes:

- Reconstruction of College Avenue, including the addition of a two-way left turn lane from US 33 to the RR tracks
- Construction of a 10' multi-use path on the north side of College

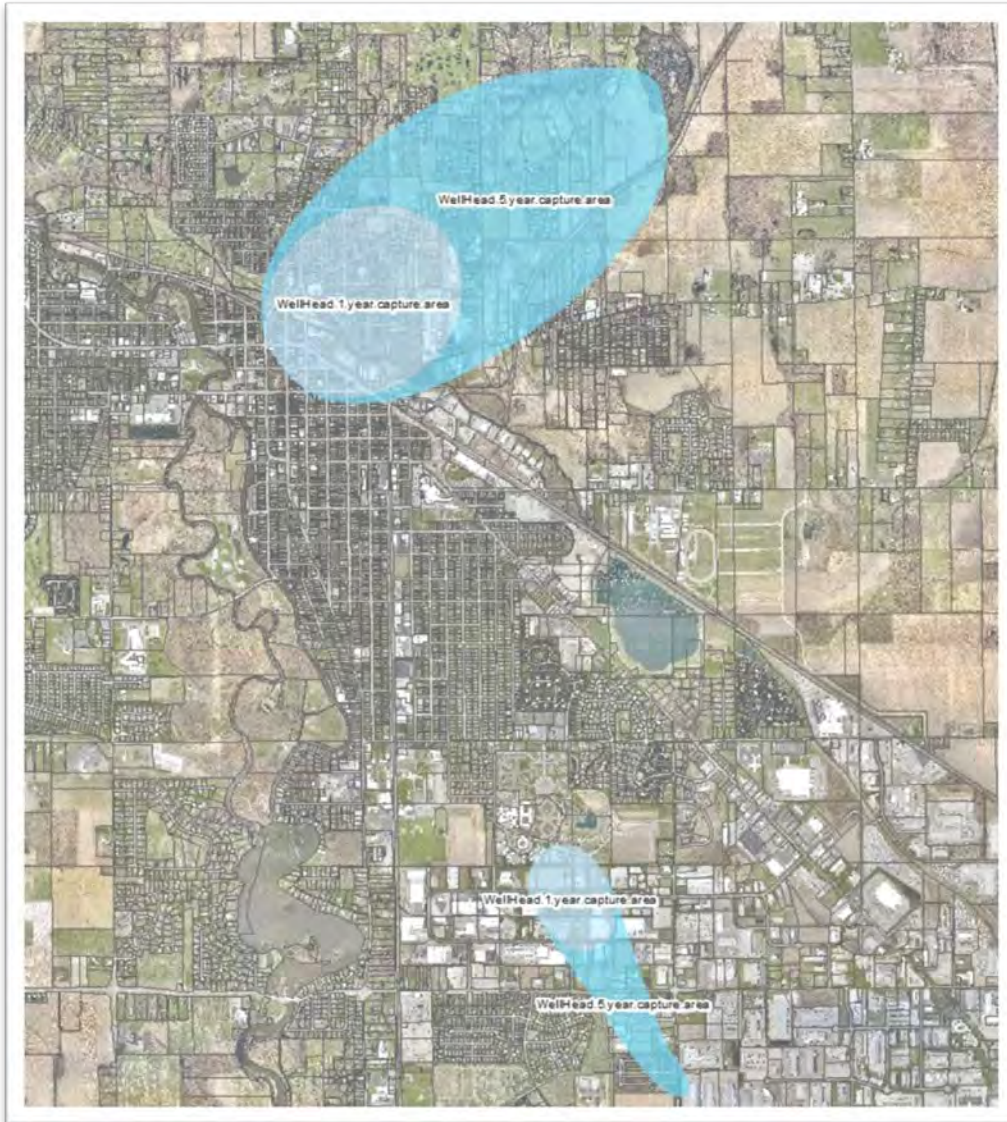
Construction - 2023

Project Cost - \$4,627,020 (\$1,019,800 local share with \$130,400 for design in 2020)

SOUTHEAST TIF

New Projects

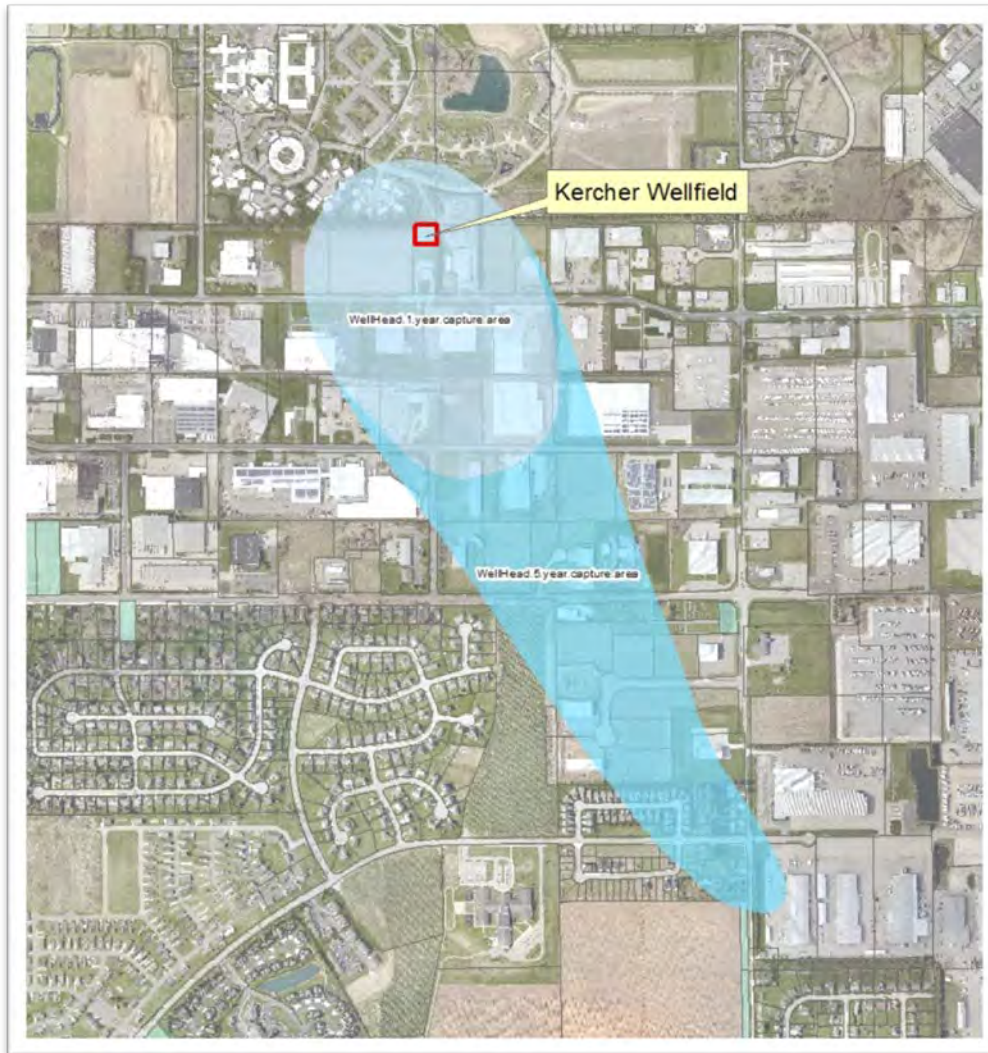
South Wellfield Improvements



Wellfield Overview:

- City's water distribution system is fed by 9 deep aquifer wells
 - 6 at North Water Plant
 - 3 at Kercher Water Plant
- Both plants are needed to provide adequate capacity to city water customers
- A Wellhead Protection Area has been established for each wellfield to protect the drinking water wells from contamination
 - "Capture Areas" areas impact property owners

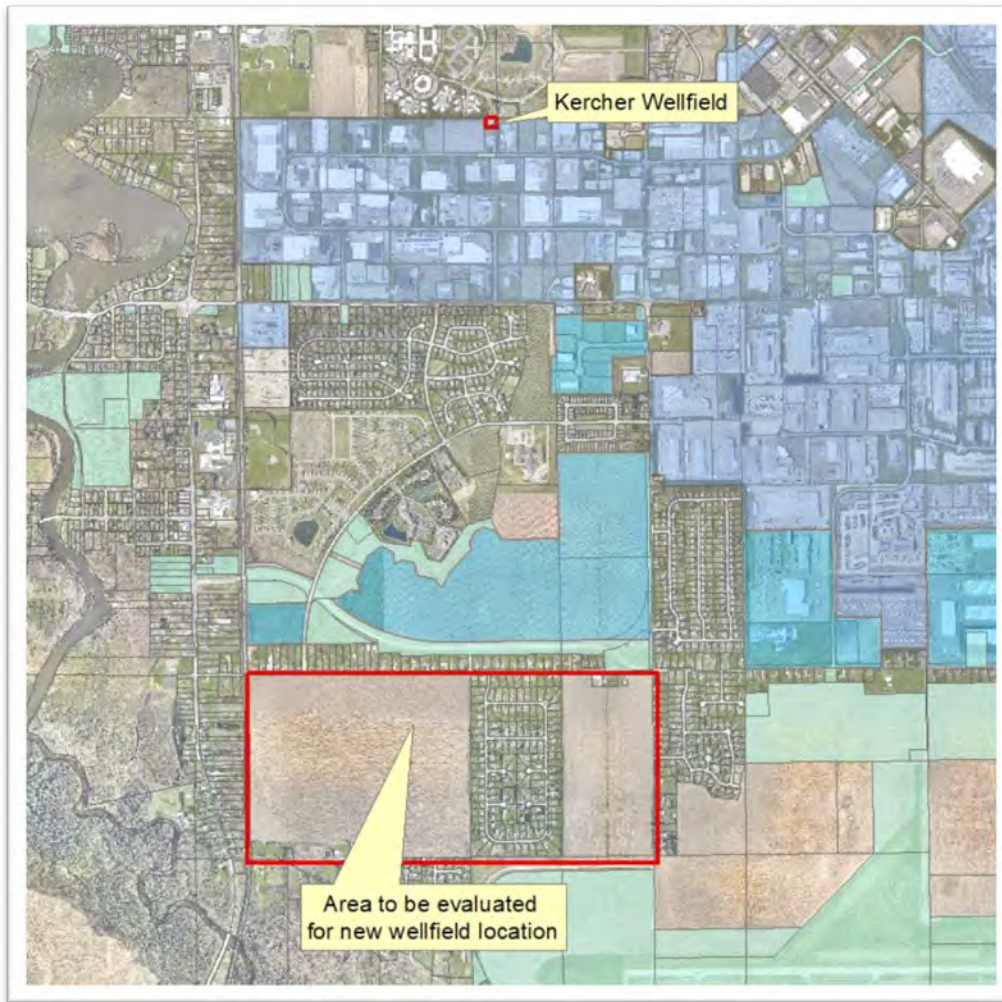
South Wellfield Improvements



Project Details:

- Kercher Wellfield is currently not fully functioning
 - Well #12 is not operating. A new screen needs to be installed within the well.
 - Well #14 has a failed motor and is currently operating on a borrowed motor.
- Utilities has evaluated acquiring adjacent property for new well installation but:
 - Contamination issues identified
 - New wells will increase capture area boundaries

South Wellfield Improvements



Proposed Project Includes:

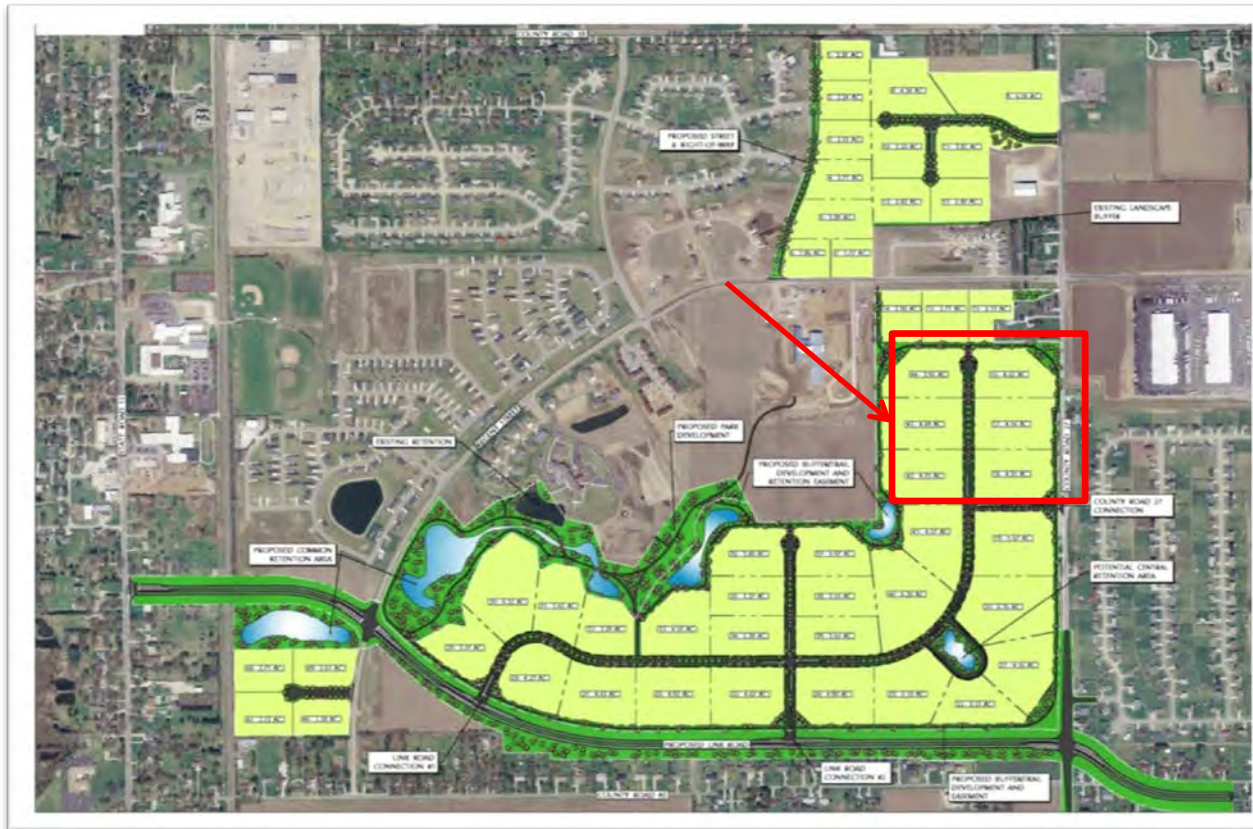
Immediate Plans for 2020:

- Replace screen in Well #12 - **\$300,000**
- Replace motor for Well #14 - **\$200,000**
- Conduct evaluation of land south of CR 40 to determine suitability of soil, deep aquifer condition and groundwater flow - **\$150,000**

Future Plans:

- Potential acquisition of 6 acres of land for future wellfield - **\$350,000**
- Partnership with Goshen Utilities to construct a new wellfield - **\$3,000,000**

Waterford Commons – Phase I



Construction - 2021
Project Cost -
\$1,150,000
(**\$150,000 design &**
\$1,000,000
construction)

Project includes:

- Design and construction of the first phase of a new industrial development south of Ardmore Court
- Evaluation of developer funded infrastructure improvements with TIF reimbursement OR Commission funded infrastructure improvements to facilitate industrial growth

New Fire Station

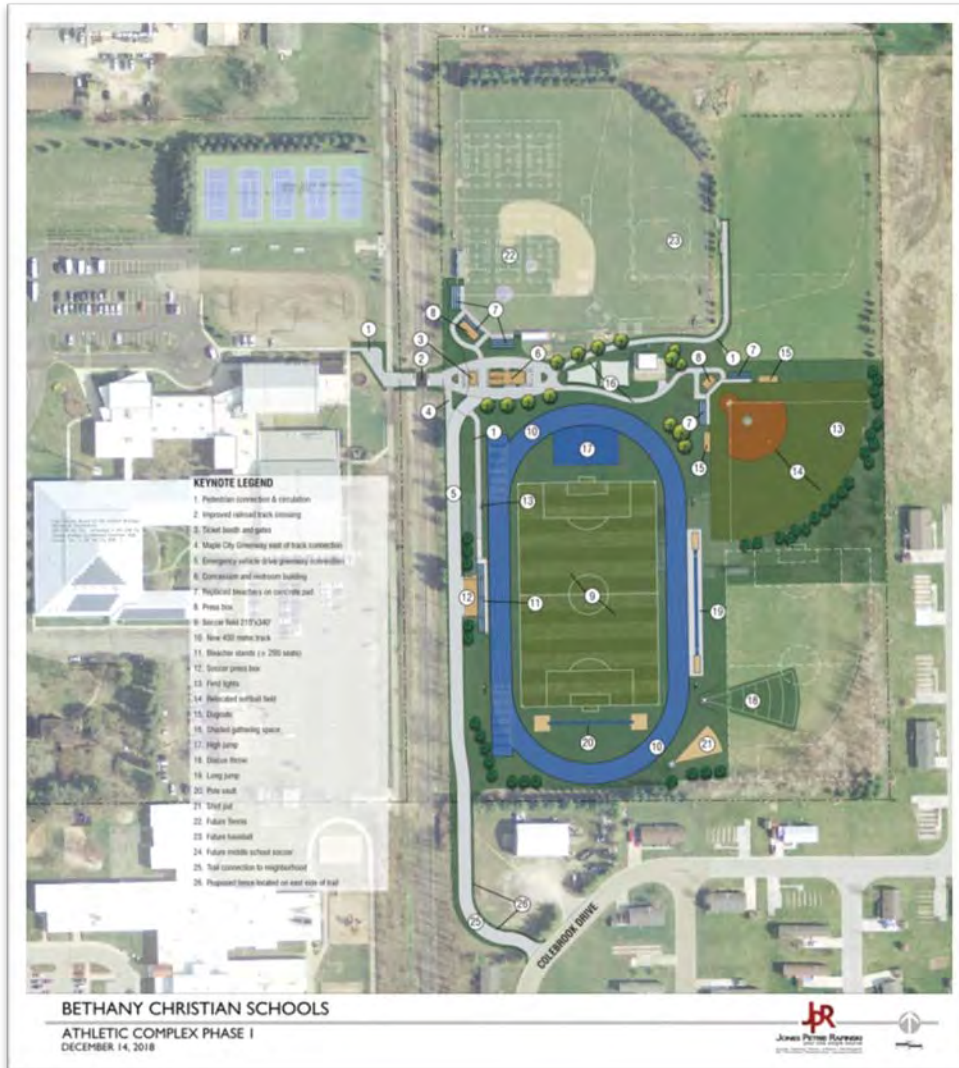


Construction - 2022
Project Cost -
\$6,200,000 (\$2,700,000
RDC Contribution)

Project includes:

- Design and construction of a new south fire station to replace College Ave Station
- Proposed location will improve fire rating and insurance rates for community

Winona Trail Extension

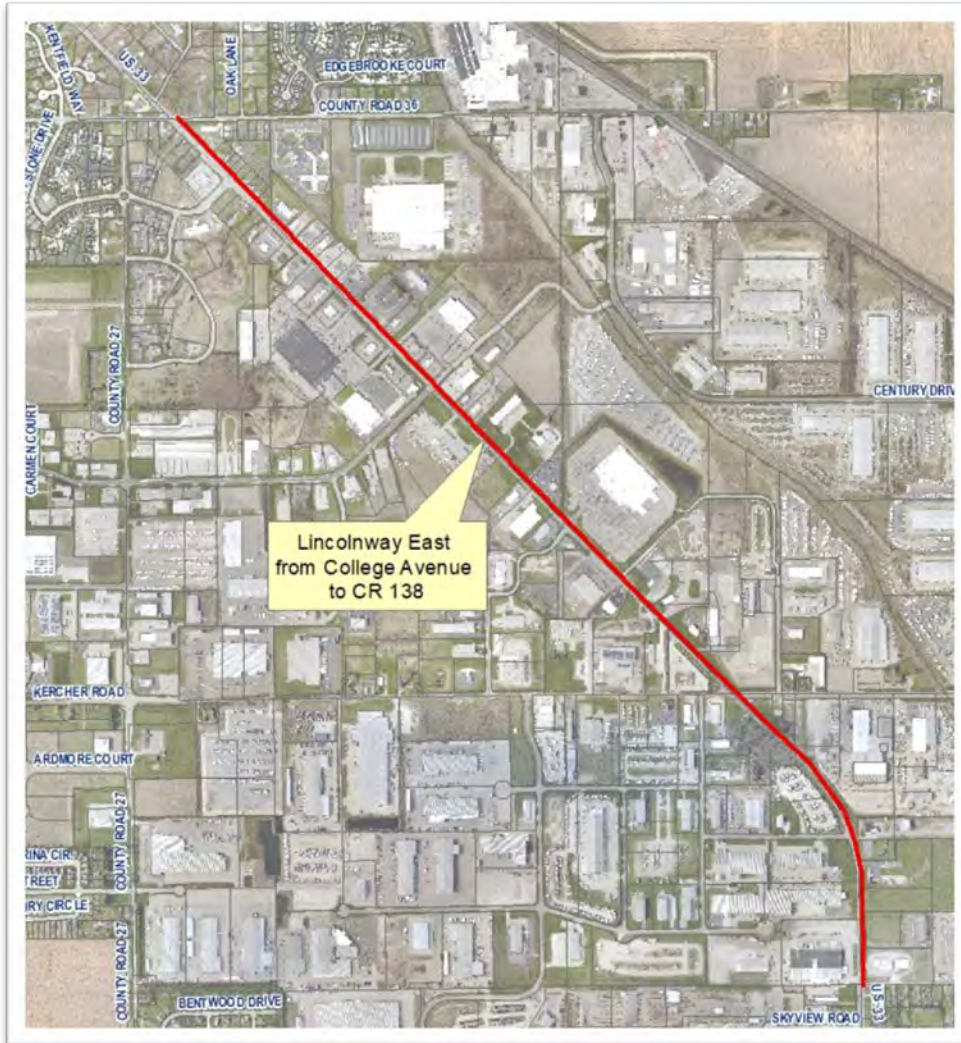


Project includes:

- Partnership with Bethany Schools to create a trail extension in conjunction with their new sports facility project
- Continuation of Winona Trail across the RR tracks to connect with the residential development to the southeast

Construction – 2020
Estimated Cost - \$85,000

Sidewalk Construction (Lincolnway East)



Project includes:

Construction of new sidewalks for:

- Along Lincolnway East from College Avenue to CR 138
(contingent upon INDOT's road project)

Construction – 2023
Project Cost - \$750,000

Dierdorff Road Reconstruction

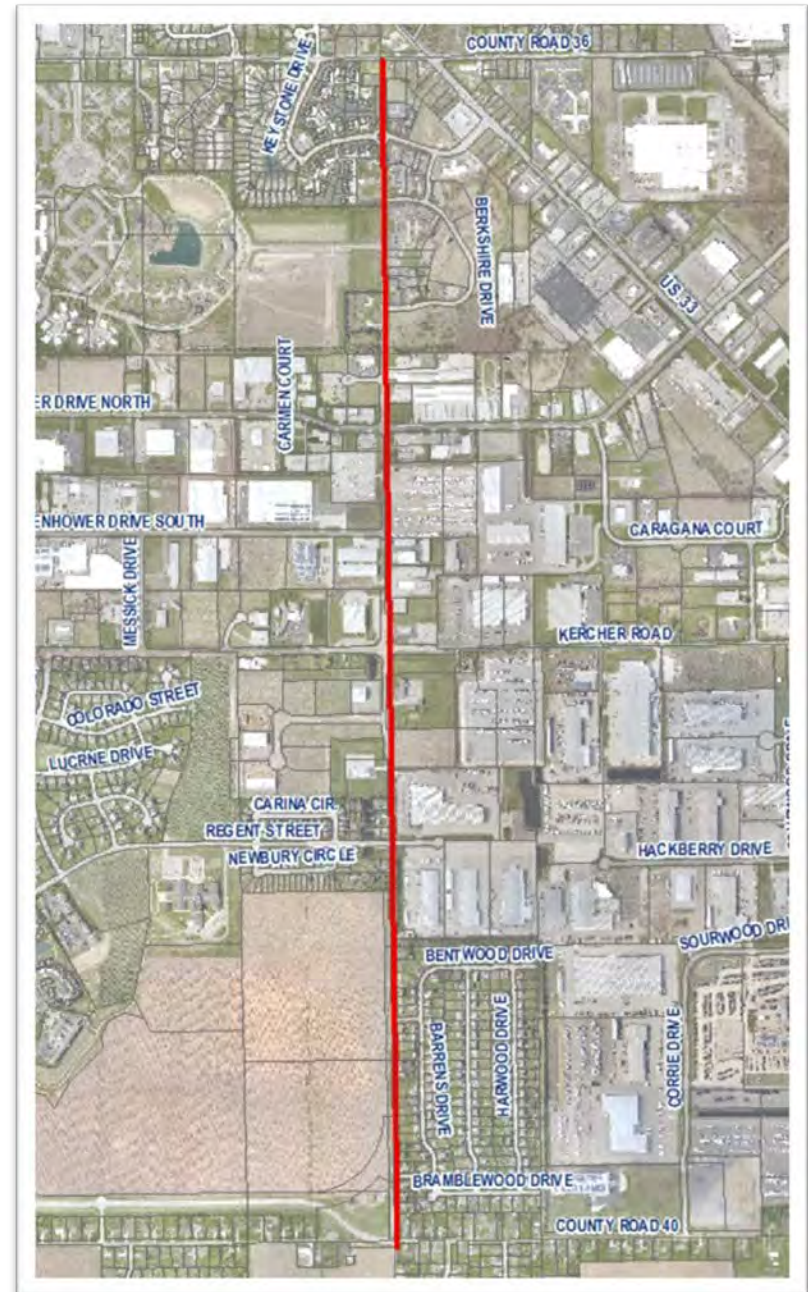
Project includes:

- Full depth reconstruction of Dierdorff Road from College Avenue south to CR 40

Construction - 2023

Project Cost - \$2,650,000

(\$300,000 Design & \$2,350,000
Construction)



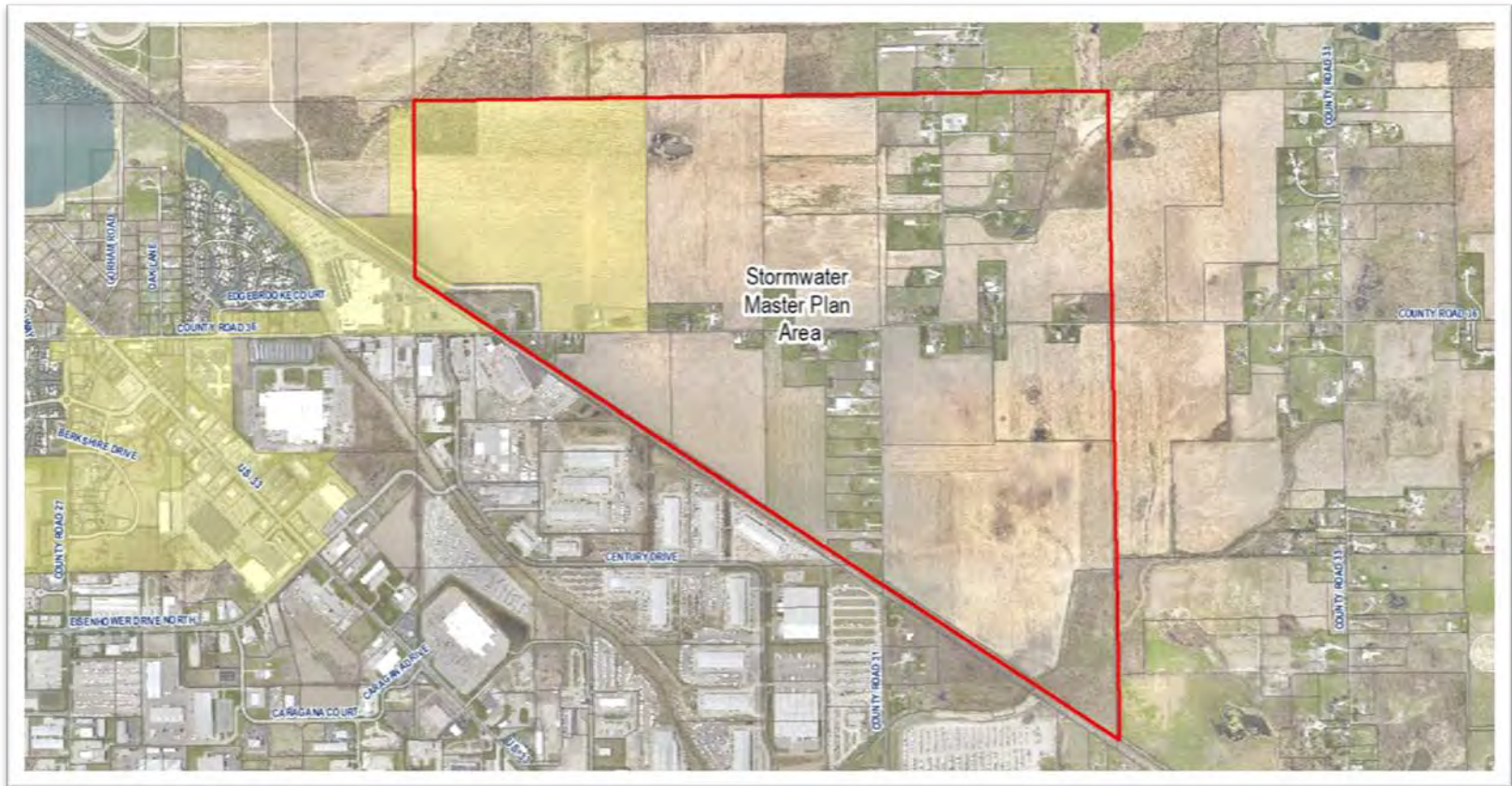
Southeast TIF 5 Year Budget

	2020	2021	2022	2023	2024
Prior Year End Estimated Cash Balance	\$5,086,682.54	\$3,186,497.49	\$2,870,709.49	\$2,638,425.95	\$2,260,034.95
Estimated TIF Revenues <i>(estimated TIF revenues from 11/12/19 Baker Tilly report)</i>	\$5,045,030.00	\$5,088,280.00	\$5,123,020.00	\$5,156,820.00	\$5,166,700.00
Estimated Total Annual Funds Available	\$10,131,712.54	\$8,274,777.49	\$7,993,729.49	\$7,795,245.95	\$7,426,734.95
Bond, Loan & Administrative Obligations	\$1,512,795.05	\$1,602,047.00	\$1,381,881.54	\$1,283,188.00	\$908,607.75
Estimated Project Costs	\$5,432,420.00	\$3,802,021.00	\$3,973,422.00	\$4,252,023.00	\$5,773,194.00
Estimated Total Annual Expenses & Project Costs	\$6,945,215.05	\$5,404,068.00	\$5,355,303.54	\$5,535,211.00	\$6,681,801.75
Estimated Year End Cash Balance Surplus/Deficit	\$3,186,497.49	\$2,870,709.49	\$2,638,425.95	\$2,260,034.95	\$744,933.20

LIPPERT/DIERDORFF TIF

New Projects

Stormwater Master Plan



Project includes:

- Analysis of existing stormwater issues within the area & development of a master plan to address stormwater to allow for future development

To be completed in 2021
Project Cost - \$50,000

Bike Path Installation – Fidler Pond to College Avenue



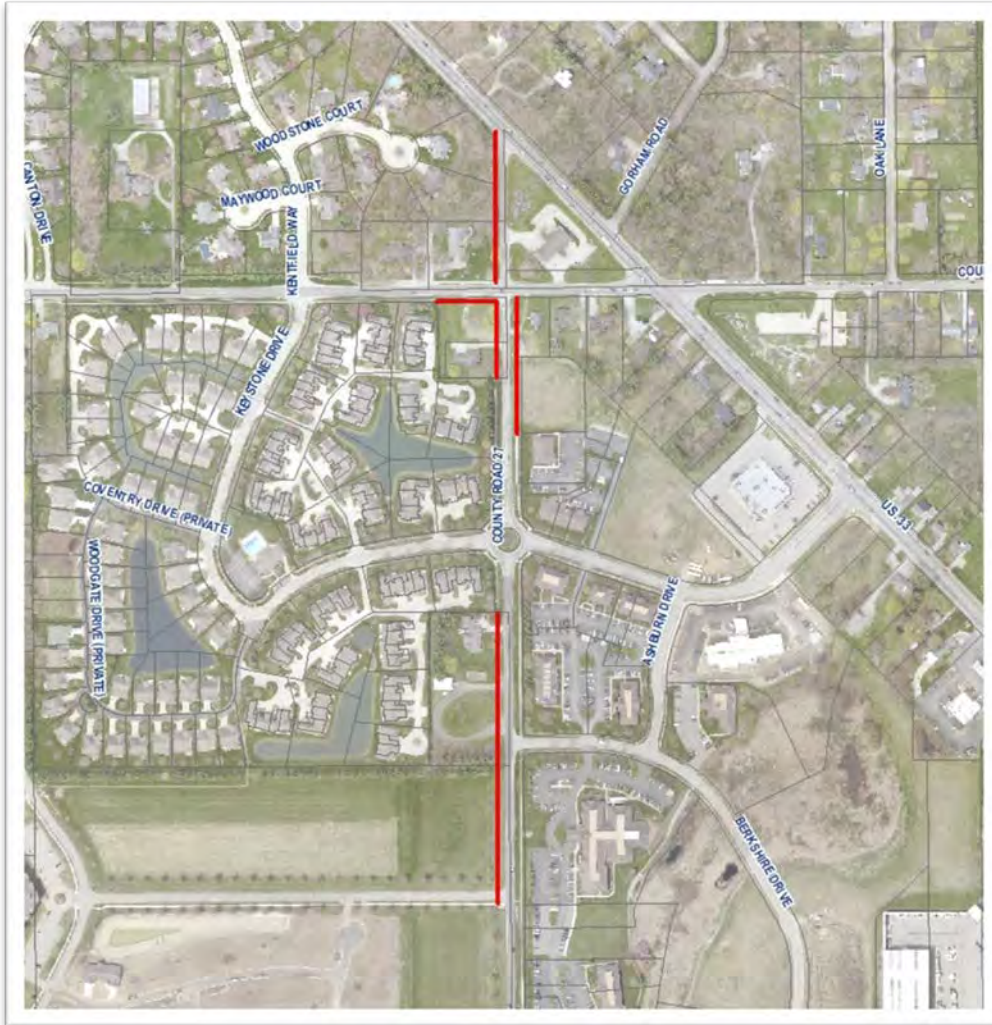
Project includes:

- Construction of a multi-use trail from Fidler Pond to College Avenue
- To be constructed along the west edge of Rock Run Creek
- ***Contingent upon receiving funding from MACOG***

Design – 2024

Project Cost - \$1,226,400 (Local Share - \$204,400)

Sidewalk Construction (College & Dierdorff)



Project includes:

Construction of new sidewalks along College Avenue & Dierdorff Road where there are missing sections

Construction – 2023
Project Cost - \$85,000

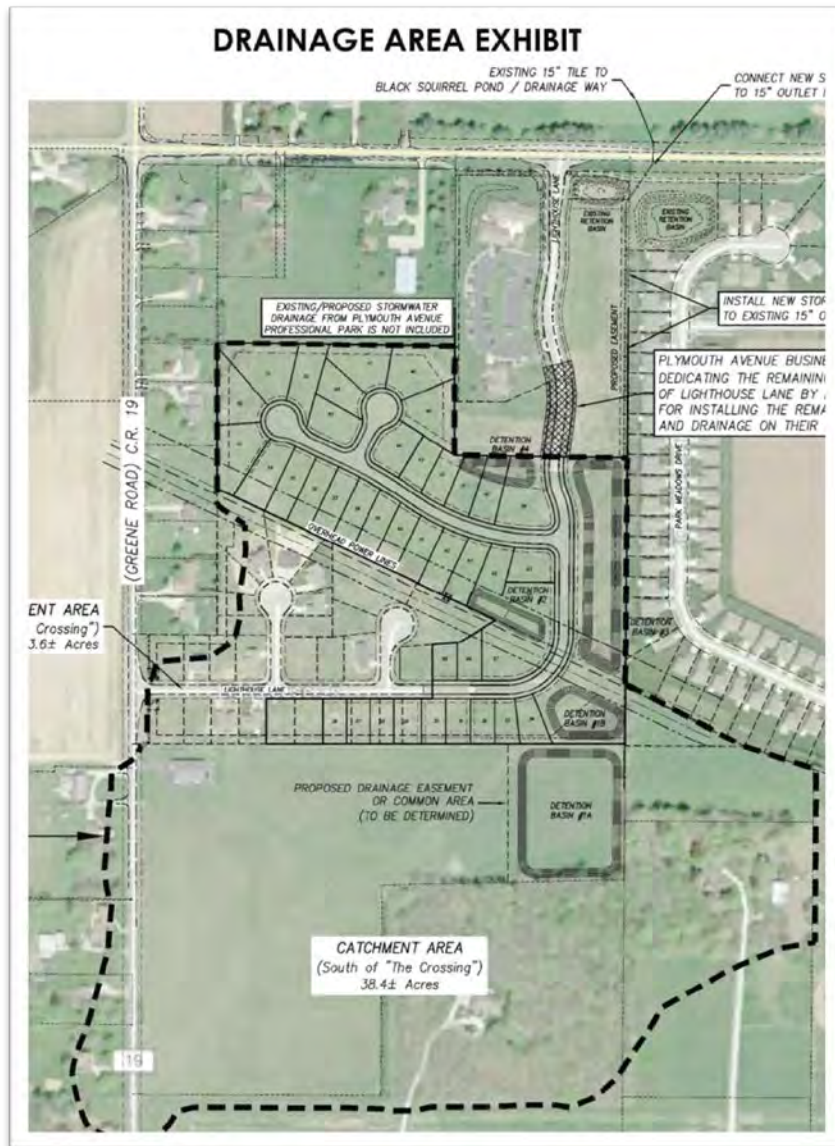
Dierdorff/Lippert TIF 5 Year Budget

	2020	2021	2022	2023	2024
Prior Year End Estimated Cash Balance	\$5,086,682.54	\$3,386,497.49	\$3,070,709.49	\$2,838,425.95	\$2,460,034.95
Estimated TIF Revenues <i>(estimated TIF revenues from 11/12/19 Baker Tilly report)</i>	\$5,045,030.00	\$5,088,280.00	\$5,123,020.00	\$5,156,820.00	\$5,166,700.00
Estimated Total Annual Funds Available	\$10,131,712.54	\$8,474,777.49	\$8,193,729.49	\$7,995,245.95	\$7,626,734.95
Bond, Loan & Administrative Obligations	\$1,512,795.05	\$1,602,047.00	\$1,381,881.54	\$1,283,188.00	\$908,607.75
Estimated Project Costs	\$5,232,420.00	\$3,802,021.00	\$3,973,422.00	\$4,252,023.00	\$5,773,194.00
Estimated Total Annual Expenses & Project Costs	\$6,745,215.05	\$5,404,068.00	\$5,355,303.54	\$5,535,211.00	\$6,681,801.75
Estimated Year End Cash Balance Surplus/Deficit	\$3,386,497.49	\$3,070,709.49	\$2,838,425.95	\$2,460,034.95	\$944,933.20

PLYMOUTH AVENUE TIF

Previously Approved Projects

Stormwater Improvements – Crossing Subdivision



Project includes:

- Partnership between RDC and 3 private property owners
- Includes a series of retention ponds piped together with discharge into the City's system that releases to a pond at Black Squirrel Golf Course
- Drainage improvements allow for build out of The Crossing subdivision and future subdivision to the south

Construction – 2020

Project Cost – Approx. \$550,000

(all funds available for this TIF)

RESOLUTION 02-2020

Approval of Southeast TIF Area Five Year Project Funding Plan

WHEREAS the Redevelopment Commission and Staff have compiled a 5 Year Project Funding Plan of the highest ranked projects for the Southeast TIF area and have estimated the costs for those projects; and

WHEREAS the Southeast TIF 5 Year Project Funding Plan and related Estimated Annual Balance / Deficit spreadsheets (dated 1/21/20) are attached to and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Goshen Redevelopment Commission approves the Southeast TIF 5 Year Project Funding Plan dated 1/21/20 as attached to and made a part of this Resolution.
2. The Goshen Redevelopment Commission will not fund any additional project from the Southeast TIF revenues during the Five Year Project Funding Plan unless the Commission does one or more of the following:
 - a. Identifies additional TIF revenues which are in a sufficient amount to fund the additional project or projects;
 - b. Removes a project or projects from the Project Funding Plan which will result in savings of a sufficient amount to fund the project or projects to be added to the Project Funding Plan; and/or
 - c. Identifies that cost savings from projects that have been completed or are in progress will be in an amount sufficient to fund the project or projects to be added to the Project Funding Plan,
3. The Goshen Redevelopment Commission's funding of each project in the Project Funding Plan is limited to the amount identified in the Plan unless and until the Commission amends the plan to add additional funds to the Project Funding Plan for the projects. In order to add additional funds for any project, the Commission must determine that there are sufficient TIF funds available, considering the projects yet to be completed, to provide the additional funding for the project.

PASSED and ADOPTED on January 21, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 03-2020

Approval of River Race TIF Area Five Year Project Funding Plan

WHEREAS the Redevelopment Commission and Staff have compiled a 5 Year Project Funding Plan of the highest ranked projects for the River Race TIF area and have estimated the costs for those projects; and

WHEREAS the River Race TIF 5 Year Project Funding Plan and related Estimated Annual Balance / Deficit spreadsheets (dated 1/21/20) are attached to and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Goshen Redevelopment Commission approves the River Race TIF 5 Year Project Funding Plan dated 1/21/20 as attached to and made a part of this Resolution.
2. The Goshen Redevelopment Commission will not fund any additional project from the River Race TIF revenues during the Five Year Project Funding Plan unless the Commission does one or more of the following:
 - a. Identifies additional TIF revenues which are in a sufficient amount to fund the additional project or projects;
 - b. Removes a project or projects from the Project Funding Plan which will result in savings of a sufficient amount to fund the project or projects to be added to the Project Funding Plan; and/or
 - c. Identifies that cost savings from projects that have been completed or are in progress will be in an amount sufficient to fund the project or projects to be added to the Project Funding Plan,
3. The Goshen Redevelopment Commission's funding of each project in the Project Funding Plan is limited to the amount identified in the Plan unless and until the Commission amends the plan to add additional funds to the Project Funding Plan for the projects. In order to add additional funds for any project, the Commission must determine that there are sufficient TIF funds available, considering the projects yet to be completed, to provide the additional funding for the project.

PASSED and ADOPTED on January 21, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 04-2020

**Approve Execution of Change Order Number Two (2) with HRP Construction
for Jefferson Street/River Race Parking Lot**

WHEREAS Change Order Number One (1) for \$6,752.20 was approved on May 14, 2019 for a new contract amount of \$771,078.68.

WHEREAS Change Order Number Two (2) is a balancing change order in the amount of \$19,559.78 which decreases the contract amount to \$751,518.90. A copy of Change Order Number Two (2) is attached to and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the terms and conditions of Change Order Number Two (2) with HRP Construction and the City of Goshen that is attached to and made a part of this Resolution is approved.

PASSED and ADOPTED on January 21, 2020

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: Goshen Engineering

RE: **JEFFERSON STREET PARKING LOT - CHANGE ORDER NO. 2
(JN: 2017-0014)**

DATE: January 21, 2020

Attached please find Change Order No. 2 – A Balancing Change Order

Change Order No. 2 is a balancing change order. The original contract was \$764,326.48; Change Order No. 1 & 2 decreased the total contract by (\$12,807.58) for a final contract amount of \$751,518.90, which is a decrease of 1.68 percent.

Please review and consider approval of this change order by signing the attached copies.

Original contract amount	\$764,326.48
Change Order No. 1	\$6,752.20
Change Order No. 2	(\$19,559.78)
Revised contract amount	\$751,518.90

Suggested Motion:

Move to approve Change Order No. 2 to finalize the contract amount of \$751,518.90.

CHANGE ORDER FORM

Pg 1 of 4

Change Order No. 2

Date: 1/21/2020

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

OWNER: City of Goshen
PROJECT NAME: Jefferson Street Parking Lot
PROJECT NUMBER: 2017-0014
CONTRACTOR: HRP Construction, Inc.

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

Line item adjustments to serve as a balancing change order.

6.1	Curb Removal, all Types (Note: This balances the line item out)	29 LFT	@ \$12.50	.....	\$362.50
6.2	HMA Pavement Removal, All Types (Note: This balances the line item out)	-49 SYD	@ \$2.50	.....	-\$122.50
6.3	Concrete Pavement Removal (Note: This balances the line item out)	25 SYD	@ \$15.00	.....	\$375.00
6.5	Gravel Pavement Removal (Note: This balances the line item out)	5 SYD	@ \$2.50	.....	\$12.50
7.2	Common Excavation for Undercutting, Undistributed (Note: This balances the line item out)	-1000 SYD	@ \$9.00	.....	-\$9,000.00
7.3	B-Borrow for Undercut Backfill, Undistributed (Note: This balances the line item out)	-1000 SYD	@ \$13.50	.....	-\$13,500.00
8.1	Temporary Erosion Control , Silt Fence (Note: This balances the line item out)	-20.00 LFT	@ \$8.00	.....	-\$160.00
9.1	Compacted Aggregate Base, No. 53 Base (Note: This balances the line item out)	-35.00 TONS	@ \$33.47	.....	-\$1,171.45
10.1	Aggregate, No. 2 Stone (Note: This balances the line item out)	-825.84 TONS	@ \$15.00	.....	-\$12,387.60

CHANGE ORDER FORM

12.1	HMA Base, Type B, 25.0 mm (Note: This balances the line item out)	-5.00 TONS	@ \$441.00	.....	-\$2,205.00
12.2	HMA Intermediate, Type B, 19.0 mm (Note: This balances the line item out)	-4.00 TONS	@ \$377.00	.....	-\$1,508.00
12.3	HMA Surface, Type B, 9.5 mm (Note: This balances the line item out)	-2.00 TONS	@ \$1,024.00	.....	-\$2,048.00
13.1	Tack Coat (Note: This balances the line item out)	-28.00 SYD	@ \$0.01	.....	-\$0.28
14.1	Standard Curb and Gutter, Concrete (Note: This balances the line item out)	12.00 LFT	@ \$35.00	.....	\$420.00
14.4	Sidewalk, Concrete, 4" (Note: This balances the line item out)	4.11 SYD	@ \$35.00	.....	\$143.85
14.5	Decorative Stamped Concrete, 4" (Note: This balances the line item out)	5.88 SYD	@ \$3,200.00	.....	\$18,816.00
14.6	Curb Ramp, ADA (Note: This balances the line item out)	-28.20 SYD	@ \$126.00	.....	-\$3,553.20
14.7	Concrete Pavement, 8" (Note: This balances the line item out)	17.00 SYD	@ \$66.00	.....	\$1,122.00
15.1	Storm Sewer Pipe, 8" PVC (Note: This balances the line item out)	-9.00 LFT	@ \$14.00	.....	-\$126.00
15.2	Storm Sewer Pipe, 8" PVC, Perforated (Note: This balances the line item out)	-42.40 LFT	@ \$14.00	.....	-\$593.60
16.1	Storm Manhole (Note: This balances the line item out)	1.00 EA	@ \$3,500.00	.....	\$3,500.00
19.1	Overstory Tree. 2 1/2" Caliper (Note: This balances the line item out)	-1.00 EA	@ \$425.00	.....	-\$425.00
21.1	Shredded Hardwood Mulch (Note: This balances the line item out)	3.00 CYD	@ \$45.00	.....	\$135.00
24.3	Travers Marking, Epoxy Paint, Blue, ADA Crosshatch Line, 4" (Note: This balances the line item out)	-50.00 LFT	@ \$0.92	.....	-\$46.00
26.1	Bike Rack (Note: This balances the line item out)	6.00 LFT	@ \$400.00	.....	\$2,400.00

Subtotal - (\$19,559.78)

CHANGE ORDER FORM

Pg 3 of 4

Change Order No. 2

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract					\$764,326.48
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers	1	to	<u>1</u>		\$6,752.20
3. Amount of Contract, not including this supplement					\$771,078.68
4. Addition /Reduction to Contract due to this supplement					(\$19,559.78)
5. Amount of Contract, including this supplemental					\$751,518.90
6. Total (Addition /Reduction) due to all Change Orders (Line 2 + Line 4)					(\$12,807.58)
7. Total percent of change in the original contract price Includes Change Order No.	1	to	<u>1</u>		-1.68%
(Line 6 divided by Line 1)					

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 N/A.
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.

CHANGE ORDER FORM

Pg. 4 of 4

Change Order No. 2

RECOMMENDED FOR ACCEPTANCE



Leslie Biek, P.E.

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Mark Brinson, Community Development

ACCEPTED: CONTRACTOR

HRP Construction, Inc.

BY: _____
Signature of authorized representative of Contractor

RESOLUTION 05-2020

Project Coordination Contract with the State of Indiana for the College Auxiliary Lanes Project

WHEREAS the City of Goshen wishes to make improvements to College Avenue by constructing two-way left turn lanes from US 33 to the Norfolk-Southern Railroad (hereinafter referred to as the “Project”).

WHEREAS the total estimated cost of the Project, including design, right-of-way acquisition, construction and inspection is \$5,452,150.

WHEREAS the City has applied, and the Indiana Department of Transportation (InDOT) has approved the City’s application for federal funds for the Project.

WHEREAS federal funds will be made available to City by InDOT to pay eighty percent (80%) of eligible Project costs. The maximum amount of federal aid funds allocated to the project is dependent upon the Metropolitan Planning Organization’s current Transportation Improvement Program (TIP) allocation. As of January 10, 2020, the maximum amount in federal aid funds allocated is \$985,600 according to the TIP dated May 1, 2019.

WHEREAS the Goshen Redevelopment Commission agrees to fund the City’s share of cost for this Project, including any cost in excess of the City’s twenty percent (20%) of eligible Project costs which are not covered by federal funds. Given the current level of federal aid funds allocated, City’s share of cost for this Project is \$4,466,550 if the Project is completed at the estimated cost of \$5,452,150.

WHEREAS all aspects for the completion of the Project will be coordinated between the City and InDOT pursuant to the terms and conditions of the contract attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Project Coordination Contract with the State of Indiana for the College Avenue Auxiliary Lanes Project attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission irrevocably agrees to fund the City’s share of the Project costs, including any cost in excess of twenty percent (20%) of eligible Project costs which are not covered by federal funds from the Consolidated Southeast Economic Development Area Allocation Fund and/or the Lippert/Dierdorff Economic Development Area Allocation Fund, and authorizes payment to InDOT for the City’s share of the Project costs in accordance with the terms of Attachment D of the Project Coordination Contract.

BE IT FURTHER RESOLVED that Mayor Jeremy P. Stutsman and Community Development Director Mark Brinson are authorized to execute the Project Coordination Contract on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on January 21, 2020.

Goshen Redevelopment Commission

President

Secretary

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT

EDS #: A249-20-L200015
Des. No.: 1900739
CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the City of Goshen, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

Fort Wayne District Office
5333 Hatfield Road
Fort Wayne, Indiana 46808

- C. Notices to the LPA shall be sent to:

City of Goshen
202 South Fifth Street, Suite 1
Goshen, Indiana 46528

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The "Recitals" and "Notice to PARTIES" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I **PROJECT DESCRIPTION.** INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II **LPARESPONSIBILITIES.** The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III **INDOT RESPONSIBILITIES.** INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV **PROJECT FUNDS.** INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V **TERM AND SCHEDULE.**

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2024 and June 30, 2025**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2025 and June 30, 2027, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI GENERAL PROVISIONS

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a “sub-recipient” for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled “Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

- D. **Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.
- E. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
 3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- F. **Compliance with Laws.**
1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
6. As required by IC §5-22-3-7:
 - (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC §24-5-12 [Telephone Solicitations]; or
 - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

G. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

H. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

I. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10)

working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

- J. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;

5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

K. Employment Eligibility Verification.

The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

1. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employ any employees.
2. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
3. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

- L. Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

- M. Funding Cancellation Clause.** As required by Financial Management Circular 2007-1 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

- N. Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

- O. **Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
 - (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

- P. **Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

- Q. **Non-Discrimination.**

1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant

shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

- d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- R. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- S. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- T. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:
 - 1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- U. **Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- V. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA: City of Goshen

STATE OF INDIANA
Department of Transportation

Print or type name and title

Recommended for approval by:

Signature and date

Steven Duncan, Director
Contract Administration Division

Print or type name and title

Date: _____

Signature and date

Executed by:

(FOR)
Joseph McGuinness, Commissioner

Print or type name and title

Date: _____

Signature and date

Department of Administration

Lesley A. Crane, Commissioner

LPA DUNS # _____

Date: _____

Attest

State Budget Agency

Auditor or Clerk Treasurer Signature and Date

Zachary Q. Jackson, Director

Date: _____

This instrument prepared by:

Approved as to Form and Legality:

Autumn Castro
January 10, 2020

(FOR)
Curtis T. Hill, Jr., Attorney General of Indiana

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: 1900739

Program: Group II

Type of Project: Auxiliary Lanes, Two-way Left Turn Lanes

Location: College Ave from US 33 to NS Railroad Line (East Entrance of parking lot)

A general scope/description of the Project is as follows:

Auxiliary lanes, two-way left Turn lanes on College Ave from US 33 to NS Railroad Line (East Entrance of parking lot) in the City of Goshen, Indiana.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be in accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.

or

 - B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.F.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D

PROJECT FUNDS

I. Project Costs.

A. This contract is just for the one (1) phase checked below:

_____ Preliminary Engineering or
 _____ Right-of-Way or
 _____ Construction;

Otherwise, this contract covers all phases.

B. If the Program shown on Attachment A is receiving **Group II** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80 %** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **January 10, 2020**, the maximum amount according to the TIP dated **May 1, 2019** is \$ **985,600.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$_____.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

RESOLUTION 06-2020

Authorize Negotiation and Execution of an Agreement with Habitat for Humanity of Elkhart County, Inc. for Purchase of Hickory Street Real Estate

WHEREAS the City acquired the home at 1215 Hickory Street as a result of an unsafe building enforcement action.

WHEREAS in September 2019, the Redevelopment Commission issued a Request for Proposals (RFP) for the purchase of this property which consists of two lots located at the northwest corner of Winter Avenue and Hickory Street. Habitat for Humanity of Elkhart County, Inc. submitted the only proposal with a purchase price of \$6,500.00

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

1. The terms and conditions of the Agreement with Habitat for Humanity of Elkhart County, Inc., as attached to and made a part of this resolution, are approved
2. Community Development Director Mark Brinson is authorized to execute the Agreement on behalf of the City of Goshen and the Goshen Redevelopment Commission with Habitat for Humanity of Elkhart County, Inc.

PASSED and ADOPTED on January 21, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

communitydevelop@goshencity.com • www.goshenindiana.org

Memo

To: Redevelopment Commission
From: Mark Brinson
Subject: 1215 Hickory Street- Habitat Proposal
Date: December 26, 2019

Background

The property located at 1215 Hickory Street was acquired by the City as a result of an unsafe building enforcement action. The previous home was determined to be structurally unsound and demolished at the city's expense. The cost of demolition was \$5,995.

Request for Proposals

In September, the Redevelopment Commission issued a Request for Proposals (RFP) for the purchase of this property. The property is vacant and consists of two lots located at the northwest corner of Winter Avenue and Hickory Street. The purchase price listed in the RFP was \$40,000. The initial deadline to submit proposals was November 12, 2019 and no proposals were received. The extended deadline, after which proposals for less than \$40,000 could be awarded, was December 16, 2019. One proposal was received by this deadline from Habitat for Humanity of Elkhart County, for a total purchase price of \$6,500.

Proposal Summary

A summary of the Habitat proposal is as follows:

- Habitat proposes to build two single-family homes on the two lots.
- The homes will be built by Habitat partner families and will be owner-occupied.
- Each home will be 3-4-bedrooms with total square footage between 1,050 and 1,350 square feet.
- The construction cost will be \$90,000-\$115,000 for each home.
- One home will be constructed in 2020 and the second home will be constructed by 2022.

Staff Recommendation

Staff recommends that the Redevelopment Commission accept the Habitat proposal and authorize the execution of a purchase agreement for \$6,500. This recommendation is based on the following considerations:

- Size and design of the proposed homes is consistent with the existing homes in the neighborhood.
- Although the proposed purchase price is below market value, it does cover the demolition expense incurred by the City.
- A family currently renting a home in Goshen will be the owner of the first home constructed.
- The construction timetable is reasonable, with both homes being constructed in the next three years.
- Habitat is an experienced home builder with an extensive record of home construction in Goshen and throughout Elkhart County.
- Habitat currently does not have any building lots in Goshen.
- The sale will eliminate the maintenance expense to the City and return the property to the tax base.



Goshen Redevelopment Commission
Mark Brinson, Goshen City Community Development Director
City of Goshen Redevelopment Commission
204 East Jefferson Street, Suite 6
Goshen, IN 46528

Date: December 16, 2019

Subject: Proposal to Purchase the Hickory Street Real Estate

Dear Mr. Brinson,

I am pleased to submit the enclosed offer for the real estate located 1215 Hickory Street in Goshen, Indiana on behalf of Habitat for Humanity of Elkhart County, Inc.

Habitat for Humanity of Elkhart County has built over 200 homes in Elkhart county since our inception in 1986 with many of these in the city of Goshen. We currently do not have any lots to offer our partner families in the city of Goshen but we do have an accepted family in our program that desires to continue living in Goshen. We will be ready to construct that home during our 2020 construction season if we are able to secure an affordable property.

This offer was approved by our local board at our December 3rd board meeting. We understand that this offer is below the appraised value but it is in line with what we can pay for lots and still keep our homes affordable for our partner families. We believe that affordable housing is a critical need for our community and these two lots would provide two such owner-occupied single-family homes. We also believe that the Habitat mission of bringing people together to build homes, communities, and hope provides benefits to the entire community beyond just the homes that we build. A home has generational impact upon a family, stabilizes neighborhoods, increases the property tax base, allows for the recruitment and retention of a needed segment of the labor market, encourages philanthropy and volunteerism, and unifies the community as they work together on a home.

We look forward to working with you, the city of Goshen, and the Redevelopment Commission on this exciting opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Conrad".

Greg Conrad

Executive Director and President

Habitat for Humanity of Elkhart County, Inc.
2910 Elkhart Road, Goshen, IN 46526
Phone 574-533-6109
greg@habitatec.com
Tax ID Number: 35-1685313



Seeking to put God's love into action, Habitat for Humanity of Elkhart County brings people together to build homes, communities and hope.

PO Box 950, Goshen, IN 46527 • Phone: 574.533.6109 • Fax: 574.537.9276 • habitatec.com • fb.com/habitatec2





Proposal to Purchase 1215 Hickory Street, Goshen, IN

Submitted to Goshen Redevelopment Commission

Attn: Mark Brinson, Goshen City Community Development Director

December 16, 2019

Proposal Offer: Habitat for Humanity of Elkhart County, Inc., a 501(c)3 corporation, offers \$6,500 for the purchase of 1215 Hickory Street, Goshen, IN.

Proposed Use: The property, if acquired, would be used to construct two (2) single family homes. The homes would be owner occupied residences built for Habitat partner families. Once completed the homes would be sold to the partner family at fair market value, secured by 0% 20 – 30-year mortgage through Habitat, with a mortgage payment indexed to their income but not to exceed 29% of their income. The homes would be three (3) or four (4) bedroom ranch style homes of 1,050 – 1,350 square feet.

Timeframe: Projected to build one home in 2020 for current identified partner family. The second home will be built in 2021 or 2022 depending on when an additional eligible partner family willing to reside in Goshen is identified and accepted into the Habitat program.

Project Cost Estimates: Each home would cost approximately \$90,000 – \$115,000 to construct. Homes are built with all new material and a combination of volunteer and hired labor. Costs and material for all construction projects are paid for through philanthropic support, gift-in-kind contributions, grants, ReStore net sales proceeds, and partner family mortgage payments. Habitat homes are built for energy efficiency and sustainability.

Purchaser: Habitat for Humanity of Elkhart County, Inc. has been building affordable, quality homes in Elkhart county since 1986. We have built over 200 homes as of the end of 2019. Habitat for Humanity of Elkhart County, Inc. is an affiliate of the world-wide Habitat for Humanity International organization. Habitat for Humanity is a Christian faith-based organization with the vision of providing and advocating for affordable housing and where everyone has a decent place to live. The mission statement is: "Seeking to put God's love into action, Habitat for Humanity brings people together to build homes, communities, and hope". The affiliate is governed by a local volunteer board currently comprised of 13 business and community leaders. Partner families must meet income guidelines of 30 – 75% of the Average Median Income based on family size and established by HUD for Elkhart County. In addition, each partner family must be willing to partner through providing 250 hours of "sweat" equity per adult working on homes and attending mandatory training on home ownership, budgeting, home maintenance, insurance, mortgages, and being a good neighbor.

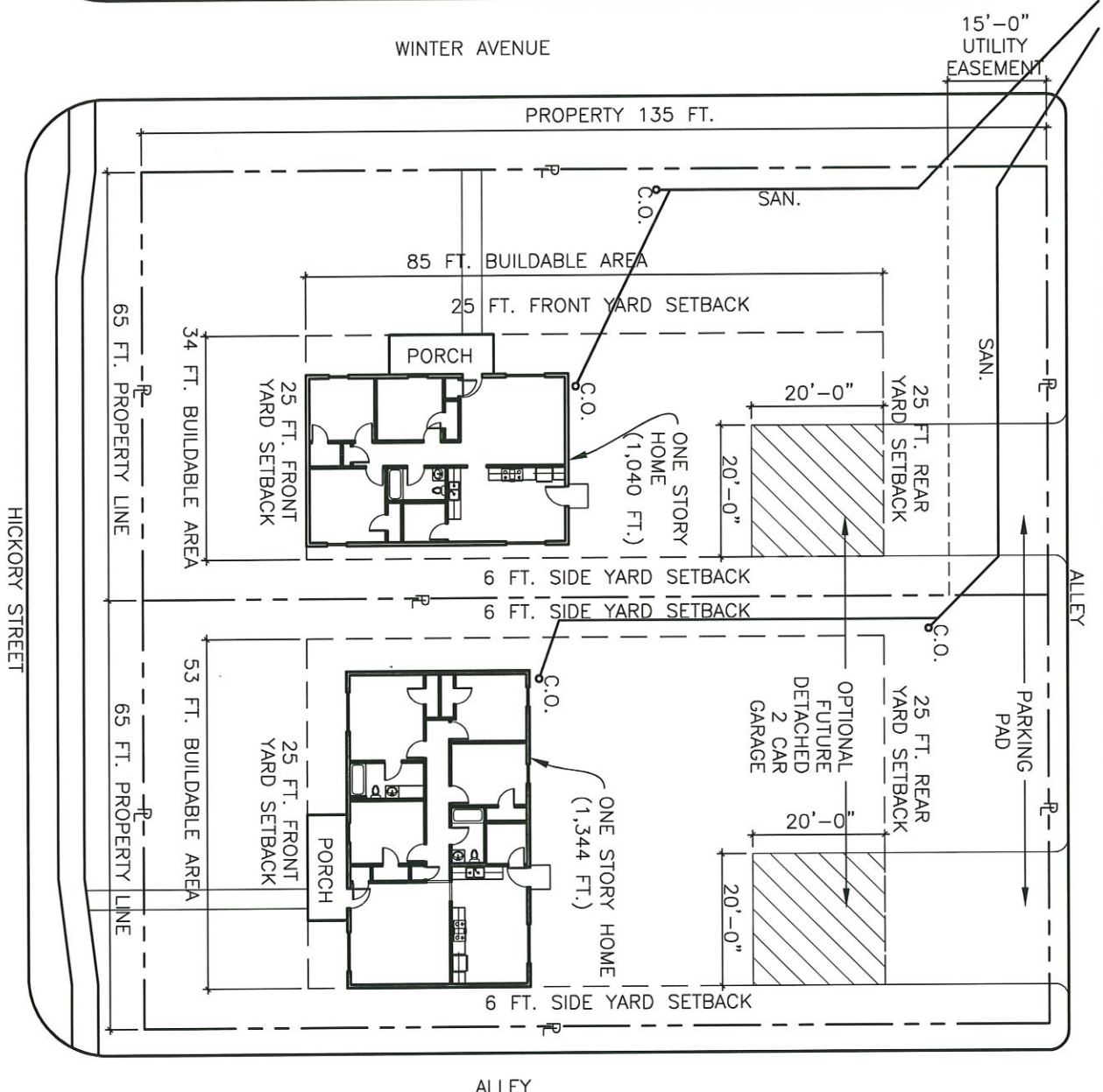
Seeking to put God's love into action, Habitat for Humanity of Elkhart County brings people together to build homes, communities and hope.

PO Box 950, Goshen, IN 46527 • Phone: 574.533.6109 • Fax: 574.537.9276 • habitatec.com • fb.com/habitatec2



A1

Site Plan
Scale 1/16" = 1'-0"



Sheet No.	Project No.
S-1.0	19011
Title	Date
Site Plan	12/11/19
	Scale
	1/16"=1'-0"

1215 Hickory Street Proposed Residential Development Lots







020

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on January _____, 2020, by and between **Habitat for Humanity of Elkhart County, Inc.** hereinafter referred to as “Habitat,” and the **City of Goshen, Indiana for the Use and Benefit of the Department of Redevelopment**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as “Redevelopment.”

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Redevelopment agrees to sell and Habitat agrees to purchase the following parcels of real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as **1215 Hickory Street, Goshen, Indiana 46526**, and more particularly described as follows:

Lot Number Seven (7) and Lot Number Eight (8) in Baker's Second Addition to the City of Goshen, Indiana.

Parcel No. 20-11-08-430-006.000-015 and 20-11-08-430-005.000-015

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.

PURCHASE PRICE

Habitat agrees to pay and Redevelopment agrees to accept the total sum of **Six Thousand Five Hundred Dollars (\$6,500.00)** to be paid at the closing.

PROJECTS

1) Habitat agrees as a part of the purchase price of the two (2) lots to construct two (2) single family homes. Each home constructed will be a ranch style home between one thousand (1,000) and one thousand five hundred (1500) square feet. Habitat agrees to construct the first home in 2020 and the second home by the end of 2022.

2) Habitat will be required to install at least a five foot (5’) sidewalk on the east side of Winter Avenue and make any repairs needed to the sidewalk on the north side of Hickory Street that are caused by the construction of the two (2) houses.

3) Habitat shall connect each house to the City sewer main near the intersection of Winter Avenue and the alley of the real estate at Habitat's expense.

4) The existing sanitary manhole in Winter Avenue is a barrel block structure and shall be reset with a pre-cast structure and a poured flow line at Habitat's expense.

5) Habitat shall connect each house to the City's existing water main at Habitat's expense.

TAXES AND ASSESSMENTS

Redevelopment shall pay the real estate taxes if any and assessments for 2019 due and payable in 2020. Habitat shall pay all real estate taxes and assessments for 2020 due and payable in 2021 and thereafter until a third party is responsible for such real estate taxes.

TITLE INSURANCE

Redevelopment agrees to furnish Habitat a duly issued policy of title insurance in standard ALTA owners form insuring the title to be conveyed by Redevelopment to Habitat in an amount equal to the purchase price to be free of all defects except such defects that are included in the standard exceptions forming a part of such policies.

CLOSING

A closing will be held on a date mutually agreed upon by the Parties. Parties will equally share the costs of the closing agent. The closing will be held before February 29, 2020 unless an extension is agreed to by both parties.

WARRANTY DEED

Redevelopment shall deliver to Habitat a warranty deed conveying to Habitat 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.

POSSESSION OF REAL ESTATE

Possession of the Real Estate will be delivered to the Habitat on the date of closing.

RISK OF LOSS

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

WARRANTIES

1) Redevelopment warrants that Redevelopment will convey a good and merchantable title to Habitat. Habitat accepts the Real Estate AS IS. Redevelopment makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.

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

SITE REQUIREMENTS

1) Setbacks are to be measured from the furthest projection of the house. The minimum east side set back may not accommodate the overhang currently proposed for 1213 Hickory Street. There may be issues with location of the foundation for 1215 Hickory Street. The porches proposed for both houses may not be located outside the required setbacks.

2) One (1) large tree will be required at 1213 Hickory Street and four (4) large trees will be required at 1215 Hickory Street.

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 attorney's 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 Habitat and Redevelopment.

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

Habitat for Humanity of Elkhart County, Inc.

City of Goshen, Indiana for the Use and Benefit of its Department of Redevelopment

By: _____

Mark Brinson

Printed: _____

Community Development Director
Goshen Redevelopment Commission
City of Goshen, Indiana

Title: _____

Date: _____

Date: _____, 2020

By: _____

Printed: _____

Title: _____

Date: _____

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 **December 11, 2019** through **January 17, 2020** and finds that entries are allowed in the total amount of **\$807,231.09**

APPROVED on January 21, 2020

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 12/11/19 through 1/17/20

Invoice Date	Payee	Description	Claim #	Line Number	Amount
12/11/2019	City of Goshen Utilities	65736 State Road 15	1616	406-560-00-431.0502	\$11.06
12/11/2019	Rebecca Hutsell (10238)	Mileage for Johnson Contracks Federal Court Case	1615	406-560-00-432.0301	\$126.56
1/1/2020	BriMar Wood Inovations	TIF Reimbursement for fall tax disbursement	1646	473-560-00-442.0000	\$13,234.50
1/1/2020	Bank of New York Mellon Trust Company, NA (053	Goshen Redevelopment Authority Economic Lease Re	1618	324-560-00-438.0120	\$285,000.00
1/1/2020	Bank of New York Mellon Trust Company, NA (053	Goshen Redevelopment Authority Economic Lease Re	1618	324-560-00-438.0208	\$118,000.00
1/1/2020	Emmert Group Properties	TIF Reimbursement for fall tax disbursement	1645	473-560-00-442.0000	\$9,434.00
1/1/2020	Forest River (04813)	TIF Reimbursement for fall tax disbursement	1642	473-560-00-442.0000	\$60,150.55
1/1/2020	Keystone RV	TIF Reimbursement for fall tax disbursement	1644	473-560-00-442.0000	\$98,904.75
1/1/2020	Waterford Commons Business Park	TIF Reimbursement for fall tax disbursement	1643	473-560-00-442.0000	\$6,978.00
1/6/2020	City of Goshen Utilities	1120 S 11th	1621	406-560-00-439.0930	\$134.20
1/6/2020	City of Goshen Utilities	65736 State Road 15	1621	406-560-00-439.0930	\$59.95
1/6/2020	City of Goshen Utilities	Final Bill - 204 W Madison	1621	480-560-00-439.0930	\$30.78
1/6/2020	City of Goshen Utilities	Final Bill - 401 S Third	1621	480-560-00-439.0930	\$38.27
1/7/2020	Abonmarche (05859)	Steury Avenue Reconstruction	1630	480-560-00-431.0502	\$2,350.00
1/7/2020	Elan Corporate Payment Systems	Retirement	1624	406-560-00-429.0002	\$108.80
1/7/2020	Menards - Goshen Store # 3096 (01046)	Supplies	1623	406-560-00-436.0100	\$35.11
1/7/2020	Niblock Excavating, Inc. (00653)	CR 40 Sewer	1628	473-560-00-442.0000	\$3,500.00
1/7/2020	Niblock Excavating, Inc. (00653)	CR 40 Sewer	1629	473-560-00-442.0000	\$3,000.00
1/7/2020	NIPSCO (00014)	611 N 2nd	1625	406-560-00-435.0101	\$25.63
1/7/2020	NIPSCO (00014)	611 N 2nd	1625	406-560-00-435.0201	\$67.70
1/7/2020	NIPSCO (00014)	65736 State Road 15	1626	406-560-00-435.0101	\$207.52
1/7/2020	NIPSCO (00014)	65736 State Road 15	1626	406-560-00-435.0201	\$387.63
1/9/2020	New Avenues	Training	1634	406-560-00-431.0502	\$300.00
1/10/2020	Emily Moore	Deposit Return for 621 1/2 South Third Street	1635	480-560-00-439.0930	\$650.00
1/10/2020	Goshen, City of	Major Moves Payment to the City	1636	480-560-00-438.0100	\$166,500.00
1/15/2020	City of Goshen Utilities	Final bill for 1120 S 11th St	1639	406-560-00-431.0502	\$90.32
1/15/2020	HRP Construction	Jefferson Street Parking Lot	1637	480-560-00-442.0000	\$270.75

Invoice Date	Payee	Description	Claim #	Line Number	Amount
1/15/2020	HRP Construction	Jefferson Street Parking Lot	1638	480-560-00-442.0000	\$37,575.95
1/15/2020	Community Business Equipment (04491)	Office Supplies	1640	406-560-00-429.0002	\$72.61
6/6/2020	John Hall's True Value Hardware (00081)	Padlock for E Lincoln Home	1622	480-560-00-439.0930	\$24.99
12/7/2020	NIPSCO (00014)	65706 State Road 15	1627	406-560-00-435.0101	\$21.35
12/7/2020	NIPSCO (00014)	65706 State Road 15	1627	406-560-00-435.0201	\$40.11
Total:					\$807,231.09

2019 TIF REIMBURSEMENTS

Brimar (100% reimbursement per the reimbursement agreement)									
<u>Parcel #</u>	<u>Base</u>	<u>Assessment</u>	<u>Assessment less Base</u>	<u>3%</u>	<u>50%</u>	<u>Spring</u>	<u>Fall</u>	<u>Previous Balance</u>	<u>Balance remaining to be paid</u>
11-23-327-010-015	\$ 231,300.00	\$ 252,400.00	\$ 21,000.00	\$ 633.00		\$ 261.00	\$ 261.00		
11-23-327-011-015	\$ 536,900.00	\$ 1,401,800.00	\$ 864,900.00	\$ 25,947.00		\$ 12,973.50	\$ 12,973.50		
11-23-327-012-015	\$ 166,300.00	\$ 196,600.00	\$ 30,300.00	\$ 909.00		\$ 909.00	paid fall tax in the spring		
					Total	\$ 14,143.50	\$ 13,234.50	\$ 69,173.00	\$ 41,795.00
Park 33 LLC									
<u>Parcel #</u>	<u>Base</u>	<u>Assessment</u>	<u>Assessment less Base</u>	<u>3%</u>	<u>50%</u>	<u>Spring *</u>	<u>Fall *</u>	<u>Previous Balance</u>	<u>Balance remaining to be paid</u>
11-15-405-002-015	\$ 174,400.00	\$ 723,200.00	\$ 548,800.00	\$ 16,464.00	\$ 8,232.00	\$ 4,116.00	\$ 4,116.00		
11-15-426-001-015	\$ 1,324,200.00	\$ 2,047,000.00	\$ 722,800.00	\$ 21,684.00	\$ 10,842.00	\$ 5,318.00	\$ 5,318.00		
					Total	\$ 9,434.00	\$ 9,434.00	\$ 457,480.00	\$ 438,612.00
*these figures represent the amount of tax collected.									



January 2020 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. In December of 2019 the theater received an additional gift of \$500,000 from an anonymous donor, which was matched by an additional \$500,000 from the Community Foundation. These additional gifts are targeted for auditorium renovations, including new seating, originally planned for the second phase of construction.

Construction is scheduled to be completed in summer of 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:

- Spring 2020 – Installation of signs and delineators at the railroad crossings.
- Summer 2020– Traffic counts to be done at each of the railroad crossings.
- Fall 2020 – Madison Street will have flasher and gates installed 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 in 2020.
- Fall 2020 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- Fall/Winter 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 2019 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 February.

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 March 2020 bidding timeline.

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 was held in mid-December. It is anticipated that the project will begin 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 has prepared an inter-local agreement, which will define the roles and responsibilities of both parties in the design and construction of this roadway. The interlocal agreement has been approved by the City Council and will be presented to the Redevelopment Commission in early 2020.