



GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF April 14, 2020

The Goshen Redevelopment Commission will meet on April 14, 2020 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL
2. APPROVAL OF MINUTES
3. OPEN PROPOSALS – 620 East Douglas
4. NEW BUSINESS
 - Resolution 22-2020 Ratify Execution of Agreement for the Sale and Purchase of Real Estate in the 700 Block of East Lincoln Avenue
 - Resolution 23-2020 – Approve Execution of Change Order No. 1 with Niblock Excavating, Inc. for County Road 40 Water Main Utility Extension
 - Resolution 24-2020 – Award Bid and Authorize Negotiation and Execution of an Agreement for Lawn Mowing Services for Redevelopment-Owned Properties
 - Resolution 25-2020 - Approve Execution of Change Order No. 3 for Kercher Road Reconstruction Phase 2
 - Resolution 26-2020 - Approve Execution of Change Order No. 5 for Kercher Road Reconstruction Phase 2
 - Resolution 27-2020 - Approve Execution of Change Order No. 6 for Kercher Road Reconstruction Phase 2
5. APPROVAL OF REGISTER OF CLAIMS
6. MONTHLY REDEVELOPMENT STAFF REPORT
7. OPEN FORUM – Suspended due to the COVID-19 outbreak (Indiana Executive Order 20-08)
8. ANNOUNCEMENTS
 - Next Regular Meeting – May 12, 2020 at 3:00 p.m.
9. EXECUTIVE SESSION
 - Pursuant to the provisions of the Open Door Law and Indiana Code § 5-14-1.5-6.1(b)(2)(D), the Goshen Redevelopment Commission will meet in executive session at the conclusion of the regular meeting for discussion of strategy with respect to the purchase or lease of real property.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of March 10, 2020

The Goshen Redevelopment Commission met in a regular meeting on March 10, 2020 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

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

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

Absent: Vince Turner and Bradd Weddell

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve the minutes of the February 11, 2020 regular meeting. The motion was adopted unanimously.

OPEN PROPOSALS – 620 E Douglas Street

Mark Brinson, Community Development Director, stated that no proposals were received. The second round of proposals are due at noon on April 14, 2020.

UNFINISHED BUSINESS

Resolution 09-2020 - Approve Execution of Change Order No. 3 for Ninth Street Corridor Multi Use Path

(1:26) Dustin Sailor, Director of Public Works, stated this change order is for time extension with the date adjusted to October 21, 2019 to address connection of service walks & drives. No cost change order.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 18-2020. The motion was adopted unanimously.

(3:47) President Thomas Stump requested a revote since the resolution was approved with the wrong resolution number.

A motion was made by Commissioner Johnson and seconded by Commissioner Weddell to approve Resolution 09-2020. The motion was adopted unanimously.

NEW BUSINESS

Resolution 18-2020 – Approve and Authorize Execution of Agreement Amendment with Lawson-Fisher Associates for Construction Representative Services for Northwest Bike Trail.

(4:28) Dustin Sailor, Director of Public Works, stated Lawson Fisher is the onsite representative during construction and has requested an agreement amendment due to issues outside of their ability to control. The contract was extended by 184 days. Recommending to set the not to exceed amount to \$217,000.

(6:18) Larry Barkes, Commission Attorney, stated that legal has reviewed this and from a legal stand point it has to be less than \$225,000 and also has to be 12.5% of construction costs. This board can waive this if they choose to.

Dustin Sailor, Director of Public Works, INDOT and MACOG said they are willing to support this, but need approval prior the end of their fiscal year.

(7:36) Jared Huss, Lawson Fisher & Associates, stated the primary reason for this request is the contract added 184 days. Per the agreement with the City of Goshen, it required us to be on site to manage, observe and track construction and this is why it went above the 12.5% of the bid amount plus with any change orders approved by this commission.

(8:47) Commissioner Weddell stated his concerns with the design of the project by DLZ and questions if they ever walked the site and checked for potentials drainage issues. He also stated he was not against Lawson Fisher's request but feels with responsibility falls upon DLZ.

(9:22) Commissioner Stump asked if DLZ paid for part of the added construction cost and stated that he agreed with Commissioner Weddell that DLZ was at fault in certain areas.

(10:03) Dustin Sailor commented that Lawson & Fisher and Rieth Riley have been working on numbers and have reached point of final agreement. Next step is Notice of Termination.

(10:47) discussion and comments regarding final contact amount and removing the cap.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 18-2020. The motion was adopted unanimously.

Resolution 19-2020 – Approve Execution of Change Order No. 4 for Kercher Road Reconstruction Phase 2

(12:37) Dustin Sailor, Director of Public Works, stated change order is to meet INDOT standards for subgrade material which required purchase of additional cement. Additional cost requested by Rieth Riley and has been reviewed by Lochmueller Group. The amount of the change order is \$13,595.46.

(1:04) Question from commission member about the process involved.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 19-2020. The motion was adopted unanimously.

Resolution 20-2020 – Award Bid and Authorize Negotiation and Execution of Agreement for River Race Drive Extension Project.

(15:00) Dustin Sailor, Director of Public Works, stated four bids were received for River Race Drive Extension Project and opened at the March 02, 2020 Board of Public Works meeting. Niblock Excavating was the lowest responsible and responsive bidder at \$229,785.25. The bid was below the Engineer estimate of \$400,000.00

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 20-2020. The motion was adopted unanimously.

Resolution 21-2020 – Award Bid and Authorize Execution of Agreement for Demolition of Seven Properties along East Lincoln Avenue

(16:50) Becky Hutsell, Redevelopment Project Manager, stated two bids were received and opened at the March 9, 2020 Board of Public Works meeting. The lowest responsible and responsive bidder was Advanced Excavating with a bid of \$72,600 with an alternate bid for 708 E Lincoln. All work will be completed by the end of April.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 21-2020. The motion was adopted unanimously.

UPDATE – Madison Street Bridge

(20:00) Dustin Sailor, Director of Public Works, presented the 2020 Madison Street Bridge Inspection Report to the Commission prepared by DLZ.

(22:59) discussion between commission members and staff about recommendations within the inspection report and repairing bridge cost versus replacing the bridge. Discussed options for a study.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve payment of the Register of Claims totaling \$35,899.69. The motion was adopted unanimously.

DISCUSSION

(42:00) Larry Barkes, Commission Attorney, 401 South Third Street and 204 West Madison Street an agreement was approved at the December meeting with Adam Scharf for these properties. Also discussed at that time was the option of another entity or person in place of Adam

Chris Russell, CRHH LLC P.O. Box 163 Goshen, introduced himself and told the commission about his past projects and plans for these properties. Wants to return this to a home and have no commercial interests.

(46:42) Commissioner Weddell asked Mr. Russell if he had any concerns about the parking stipulations in the agreement. Discussion between Mr. Barkes, Commission members and Mr. Russell.

(48:00) Commissioner Stump asked about the historical renovation of 401 South Third Street. Mr. Barkes stated there is a list of repairs listed in the agreement.

(49:45) Larry Barkes, Commission Attorney stated the Commission should decide what to do since it is a signed and executed agreement. Can insert his name (Mr. Russell) and get a release from Mr. Scharf.

(50:13) Mark Brinson, Community Development Director, stated staff is comfortable moving forward.

(51:36) Commissioner Johnson stated that she and Commissioner Graber agreed with reassignment.

(51:45) Commissioner Stump stated he feels these homes should have been torn down and also stated we should be careful what is promised about the parking lots. Feels should not restrict ourselves on the use since we don't know what we need.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to change the name and the agreement for the renovation and purchase of 401 South Third Street and 204 West Madison Street.

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

Ayes: Graber, Johnson and Weddell

Nays: Stump

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

OPEN FORUM

(55:35) Commissioner Garber asked about the Quiet Zone and Dustin Sailor stated the evaluation is done and it is estimated to be 12-18 months out. Will work on the other crossings this year with the help of the Street Department. Still evaluating the outstanding issue of the pedestrian mazes.

(56:40) Commissioner Weddell asked the muck and mud along the 9th Street path. Mr. Sailor replied that it is designed muck to deal with stormwater. Discussion about options available.

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.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for April 14, 2020 at 3:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to adjourn the meeting. The regular meeting was adjourned at 4:03 p.m.

APPROVED on April 14, 2020.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

REQUEST FOR PROPOSALS TO PURCHASE

The City of Goshen, through its Redevelopment Commission (Redevelopment) is requesting proposals to purchase a parcel of real estate referred to as the Western Rubber Real Estate.

REAL ESTATE AND STRUCTURE TO BE PURCHASED

- A. The Western Rubber Real Estate is offered as described below. The Real Estate Parcel is bordered by Douglas Street on the north, Tenth Street on the east, Plymouth Avenue on the south and the railroad track on the west. The parcel is vacant and contains approximately 170,000 square feet. The Western Rubber Real Estate is shown on a map attached as Exhibit A.
- B. The legal description for Western Rubber Real Estate is as follows:

A part of the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 15, Township 36 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, Indiana and more particularly described as follows:

Commencing at an iron pipe marking the intersection of the South line of the West Half (W ½) of the Northwest Quarter (NW ¼) of said Section 15 and the East line of the former C.C.C. & St. Louis Railroad right of way; thence on an assumed bearing of due North along the East line of said railroad right of way, a distance of 789.23 feet to a rebar marking the intersection of the North line of Plymouth Avenue, also the South line of the vacated portion of Plymouth Avenue as recorded in Miscellaneous Record Volume 50, page 614 of the Elkhart County **Recorder's Office and the East line of said railroad** right of way and the point of beginning of this description; thence continuing on a bearing of due North along the East line of said railroad right of way, a distance of 482.60 feet to a rebar marking the intersection of the South line of Douglas Street and the East line of said railroad right of way; thence South 88 degrees 58 minutes 27 seconds East along the South line of Douglas Street, a distance of 356.01 feet to a cross-cut marking the intersection of the South line of Douglas Street and the West line of Tenth Street, also the Northeast corner of Lot #10 of THOMAS ADDITION to the City of Goshen; thence South 0 degrees 02 minutes 00 seconds East along the West line of Tenth Street, a distance of 478.00 feet to a rebar marking the intersection of the West line of Tenth Street and the North line of Plymouth **Avenue, also the Southeast corner of Lot #1 of PURL AND HOPE'S EAST** ADDITION to the City of Goshen; thence North 88 degrees 45 minutes 00 seconds West along the North line of Plymouth Avenue, a distance of 82.5 feet to a rebar; thence South 0 degrees 02 minutes 00 seconds East along the East line of the vacated portion of Plymouth Avenue, as vacation is recorded in Miscellaneous **Record Volume 50, page 614 of the Elkhart County Recorder's Office, a distance** of 6.00 feet to a rebar; thence North 88 degrees 45 minutes 00 seconds West along the North line of Plymouth Avenue, also the South line of the vacated portion of Plymouth Avenue as described above a distance 273.82 feet to the point of

beginning of this description. The real estate also includes Purl & Hopes East EX 92.5 Feet W End Lot 1.

This real estate is commonly known and referred to as 620 East Douglas Street, Goshen, Indiana 46526. Parcel No. 20-11-15-153-001.000-015, Parcel Number 20-11-15-153-002.000-015.

SUBMISSION OF PROPOSAL

- A. Any proposal to purchase the Western Rubber Real Estate shall be submitted to Mark Brinson, Goshen City Community Development Director, 204 East Jefferson Street, Goshen, Indiana 46528, no later than 12:00 p.m. on April 14, 2020. Mark Brinson may be contacted to answer any questions. Any oral communication will be considered unofficial and non-binding.
- B. The proposal shall address all issues contained in the Request for Proposals. Any exceptions to the terms of the Request for Proposals should be clearly noted. The proposal shall be submitted in a sealed envelope clearly marked as a Western Rubber Real Estate Proposal. The proposal shall contain the name, address and telephone number of the person or entity submitting the proposal.
- C. Redevelopment reserves the right to waive informalities or irregularities in the selection process. This Request for Proposals does not commit Redevelopment to sell the real estate. Redevelopment reserves the right to accept or reject any or all proposals received, to negotiate with qualified persons or entities who submit a proposal, or to cancel the Request. Redevelopment may require a person or entity submitting a proposal to submit any additional data or information Redevelopment deems necessary.
- D. Redevelopment may also require a person or entity submitting a proposal to revise one or more elements of its proposal in accordance with contract negotiations. Redevelopment reserves the right to evaluate proposals for a period of thirty (30) days before deciding which proposal, if any, to accept. The terms of any proposal shall be maintained through the evaluation period.
- E. The proposal should describe the intended use of the Western Rubber Real Estate and any additional structural improvements that Proposer will commit to construct on the real estate. All repairs and improvements will be at Proposer's **expense**.

TERMS AND CONDITIONS TO BE ADDRESSED OR ACCEPTED BY PROPOSAL

A. CONDITION OF PREMISES

The proposal to purchase is to purchase the Western Rubber Real Estate in its present condition, AS IS, and without any warranty of habitability.

B. USE OF PREMISES

1. The Western Rubber Real Estate must be used in conformity with all applicable laws and regulations of any government entity or public authority.
2. Proposer may seek a use variance or rezoning to permit additional uses of the Western Rubber Real Estate. A proposal may be conditioned on receiving the variance or rezoning.

C. CONDITIONS OF SALE

1. Purchase Price:

The purchase price shall be tendered in cash or cash equivalent at the time of closing.

2. Proposals Submitted by a Trust:

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

3. Agreement:

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

4. Risk of Loss:

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

5. Environmental Concerns:

The Western Rubber Real Estate was owned and operated by Western Rubber, Inc., which manufactured latex and other rubber products at the location from 1905 to 2001. Environmental assessments conducted after Western Rubber closed, disclosed significant environmental contamination at the site including presence of pools of oil, leaking underground storage tanks, spills of polyglycol and lube oils, asbestos containing materials and indications of the migration of contaminants into the subsurface soils.

6. Environmental remediation activities began at the site in 2010. The remediation activities included the excavation and off-site disposal of the top two feet of contaminated fill materials and the placement of a two-foot direct contact exposure barrier across the site.

Indiana Department of Environmental Management (IDEM) has issued a no further action letter to the City of Goshen for the Western Rubber Real Estate. IDEM approved a non-default recreational and industrial closure of environmental conditions at the site. IDEM

has required the City of Goshen to execute an environmental restrictive covenant limiting **the City's and all future owners' use of the real estate in the following manners:**

- a) Residential use, including daily care facilities such as day care centers, schools and senior citizen facilities is prohibited;
- b) Request restoration of soil disturbed two feet below ground surface as a result of excavation and construction activities on the Real Estate in such a manner that any remaining contaminant concentrations do not present a threat to human health or the environment. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws, and disposal of such soils must also be done in accordance with all applicable federal and state laws; and
- c) Prohibits the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to, human or animal consumption, gardening or agriculture, without prior IDEM approval, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.

Copies of the environmental restriction covenant and the IDEM no further action letter can be obtained from Mark Brinson, Community Development Director for the City of Goshen.

SELECTION PROCESS AND SCHEDULE

- A. The proposals will be opened by the Goshen Redevelopment Commission at the Commission's meeting on April 14, 2020 at 3:00 p.m. in the Goshen City Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.
- B. The proposals will be considered by Redevelopment. Redevelopment reserves the right to refer the proposals received to Mark Brinson, Community Development Director, and such other Redevelopment staff as Redevelopment deems appropriate to review the proposals and make a recommendation. Redevelopment reserves the right to interview the parties submitting proposals or to request the parties submitting proposals to provide supplemental information.
- C. Redevelopment reserves the right to accept or reject any or all proposals. If Redevelopment selects a proposal, it will select the highest and best proposal. Redevelopment may then enter into negotiations for a purchase agreement with the entity submitting the highest and best proposal.
- D. In determining which proposal is the highest and best proposal, Redevelopment will consider the following:
 - 1. The purposes for which the prospective purchaser will use the real estate.
 - 2. The investment the prospective purchaser intends to make on the real estate
 - 3. The plans and financial ability of prospective purchaser to improve the real estate with reasonable promptness.

4. **Purchaser's proposed purchase price.**
 5. Whether Purchaser is a trust which did not identify all its beneficiaries and whether the settlor is empowered to revoke or modify the trust.
 6. Whether the proposed purchase will serve the interest of the community.
- E. In the event no proposal is received that meets the fair market price set in this Request for Proposals, the Redevelopment Commission may select a proposal offering less than the fair market price, but only after Redevelopment accepts additional proposals until April 14, 2020. After accepting proposals for the additional period, Redevelopment may select the highest and best proposal using the criteria set forth in this section with no minimum price.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. REQUESTS FOR CLARIFICATIONS AND ADDENDA

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

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

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

B. TRUSTS

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

C. PREPARATION AND SUBMISSION OF PROPOSALS

1. Content. Each proposal must include all of the requested information including the following:

a. Cover Letter

A cover letter signed by a person authorized to submit and sign the proposal. The cover letter shall include the following:

1. The person or **entity's name, address, and** telephone number;
2. The name of the person authorized to submit/sign the proposal, his/her title, telephone number and e-mail address; and
3. **The person or entity's Federal ID number or last four digits of the social security number.**

b. Financial Information

The person or entity submitting the proposal shall provide a financial statement that is specific enough so that a proper determination can be made of the person or **entity's financial capability to fulfill the** financial obligations of the proposal. The proposal must include financial information demonstrating the financial ability to carry out proposal.

2. Submission of Proposal

- a. All proposals shall be submitted in a sealed envelope. The envelope must be labeled with the submitting person or **entity's name and address; and** be clearly marked as a Proposal to Purchase Western Rubber Real Estate.
- b. If a proposal is sent through the mail or other delivery system, the sealed envelope **shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of the outer envelope.**
- c. Proposals shall be filed with Mr. Mark Brinson, Community Development Director, City of Goshen Redevelopment Commission, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528.
- d. All proposals submitted become the property of the City and are a matter of public record.
- e. Any entity wishing to make a proposal must submit their sealed, written proposal no later than Tuesday, April 14, 2020 at 12:00 p.m. to Mark Brinson.
- f. The City of Goshen is not responsible for late or lost proposals due to mail service inadequacies, traffic or other similar reasons. Proposals received after the designated time will not be considered in the selection process unless no proposal is received offering the fair market price or more.
- g. The City reserves the right to accept or reject any or all proposals and to waive informalities or irregularities in the selection process.

3. Withdrawal or Modification of Proposals.

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

4. Opening of Proposals

- a. The proposals received will be opened in public by the Redevelopment Commission at the Redevelopment Commission meeting on April 14, 2020 at 3:00 p.m. in the City Courtroom / Council Chambers located at 111 East Jefferson Street, Goshen, Indiana.
- b. Redevelopment may not accept a bid from a person who owes delinquent taxes, special assessments, penalties, interest or costs directly attributable to a prior tax sale or to an agent of such a person.

GENERAL TERMS AND CONDITIONS

A. CONFLICT OF INTEREST / NON-COLLUSION

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

B. APPLICABLE LAWS

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

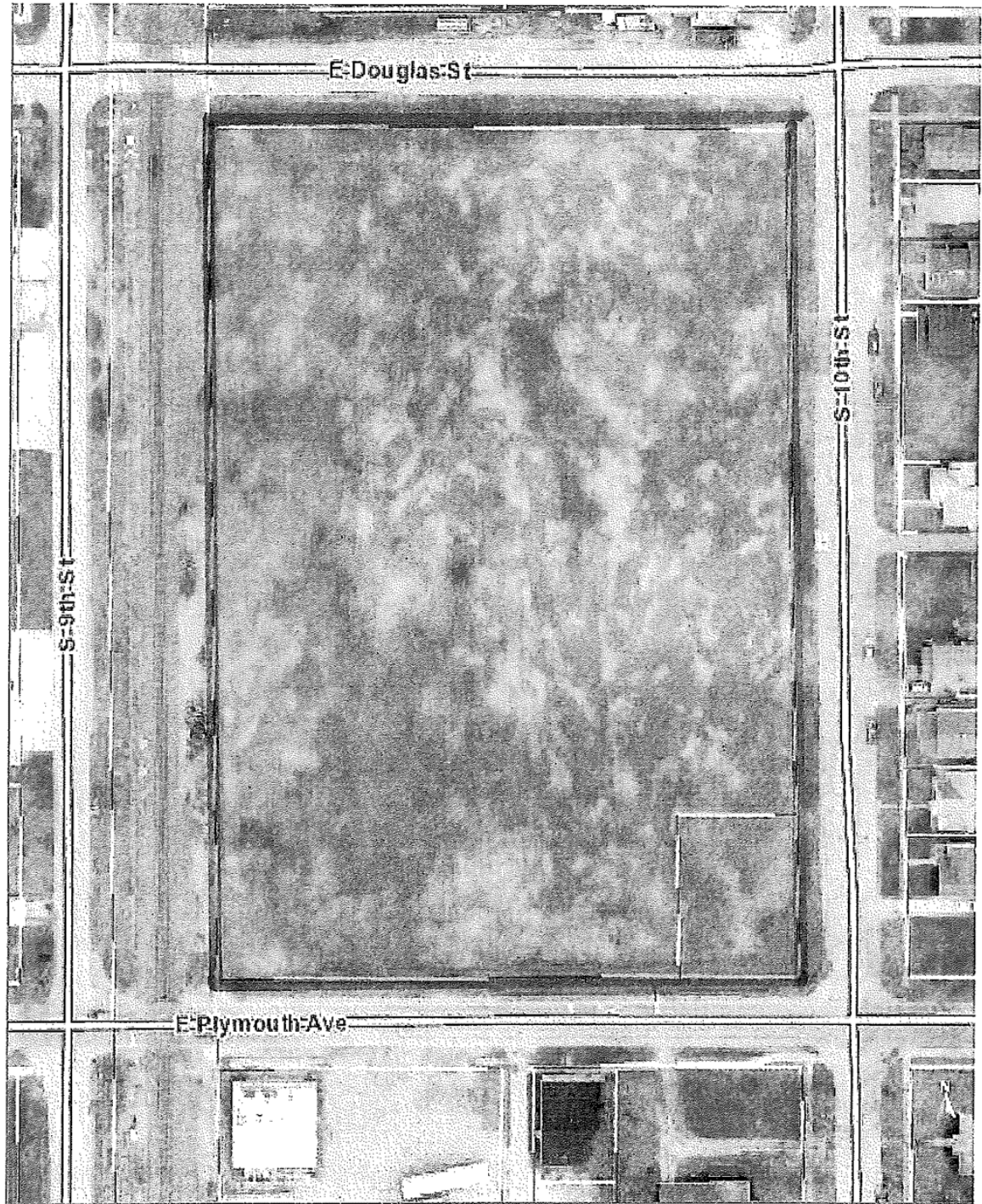
C. COSTS FOR SUBMITTING PROPOSAL

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

D. AUTHORITY TO BIND SUBMITTING ENTITY

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

Exhibit A



RESOLUTION 22-2020

Ratify Execution of Agreement for the Sale and Purchase of Real Estate in 700-Block of East Lincoln Avenue

WHEREAS the acquisition of certain real estate on East Lincoln Avenue is included in the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area and Allocation Area.

WHEREAS the City administration has negotiated the terms and conditions of an Agreement for the Sale and Purchase of Real Estate in 700-block of East Lincoln Avenue with Anita Shannon and the terms and conditions of payment for relocation expenses, a copy of these agreements are attached to and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement for the Sale and Purchase of Real Estate in 700-block of East Lincoln Avenue with Anita Shannon attached to and made a part of this resolution.

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

PASSED and ADOPTED on April 14, 2020.

Thomas Stump, President

Andrea Johnson, Secretary

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on March 21, 2020, by and between **Anita Shannon**, hereinafter referred to as "Seller," and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as "Redevelopment."

REAL ESTATE

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

Forty-seven (47) feet off from the West side of the following tract: Commencing Fifty (50) feet South of the Northwest corner of the East Half (1/2) of the Southwest Quarter (1/4) of Section Ten (10) in Township Thirty-six (36) North, Range Six (6) East, to the South side of the Goshen and LaGrange State Road, commencing at the quarter section line and running East on the South side of said road Sixteen (16) rods; thence South to the North bank of Rock Run as now improved; thence West along the said North bank to the quarter section line; thence North to the Goshen and LaGrange State Road to the place of beginning, containing One (1) acre, more or less, being in the Northwest corner of the East Half of the Southwest Quarter aforesaid, in the City of Goshen, in Elkhart County, in the State of Indiana. Subject to public highways.

EXCEPTING therefrom the following described parcel of land to wit:

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

BEGINNING at a rebar with cap which marks where the South right-of-way line of East Lincoln Avenue (State Highway No. 4) in the City of Goshen intersects the West line of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 10, Township 36 North, Range 6 East; thence

- (1) Continuing along the South right-of-way line of East Lincoln Avenue North 73 degrees, 36 minutes, 00 seconds East (basis of bearing Deed Record 363, page 866), a distance of 47.00 feet to an iron pipe; thence
- (2) South 00 degrees, 00 minutes, 00 seconds East, a distance of 101.05 feet to a rebar with cap; thence
- (3) South 73 degrees, 36 minutes, 00 seconds West, a distance of 47.00 feet to a rebar with cap; thence
- (4) North 00 degrees, 00 minutes, 00 seconds West, a distance of 101.05 feet to the point of BEGINNING.

Being Parcel No. 20-11-10-326-018.000-015

ALSO,

Commencing at a point where the South line of the East Lincoln Avenue in the City of Goshen intersects the West line of the East Half of the Southwest Quarter of Section 10, Township 36 North, Range 6 East; thence North 73 degrees 36 minutes East along said South line of Lincoln Avenue, 47 feet to the place of beginning of this description; thence continuing North 73 degrees 36 minutes East a distance of 41.50 feet (measured); thence South 00 degrees 33 minutes 12 seconds West a distance of 301.30 feet to the North bank of Rock Run Creek; thence North 71 degrees 35 minutes 30 seconds West a distance of 41 feet; thence North 00 degrees 41 minutes 35 seconds East a distance of 277.81 feet to the place of beginning, containing 0.26 acres more or less.

LESS AND EXCEPTING:

Commencing at a point where the South line of the East Lincoln Avenue in the City of Goshen intersects the West line of the East Half of the Southwest Quarter of Section 10, Township 36 North, Range 6 East; thence North 73 degrees 36 minutes East along said South line of Lincoln Avenue, 47 feet to the place of beginning of this description; thence continuing North 73 degrees 36 minutes East a distance of 41.50 feet (measured); thence South 00 degrees 33 minutes 12 seconds West a distance of 101.63 feet; thence South 73 degrees 36 minutes West a distance of 40.75 feet; thence North 00 degrees 41 minutes 35 seconds East a distance of 101.7 feet to the place of beginning of this description. Containing 0.09 acres more or less.

Being Parcel No. 20-11-10-326-020.000-015

Subject to taxes and all easements, rights-of-way, and restrictions of record.

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

PURCHASE PRICE

Redevelopment agrees to pay and Seller agrees to accept the total sum of Ten Thousand Dollars (\$10,000) to be paid at the closing.

In addition to the purchase of the above referenced Real Estate, Redevelopment also agrees to pay Seller the following relocation assistance for Seller's relocation from 708 East Lincoln Avenue to a new location which was caused by Redevelopment's acquisition of 708 East Lincoln Avenue through eminent domain.

- (1) Redevelopment will pay Seller relocation assistance and a price differential payment in the total amount of Twelve Thousand Five Hundred Dollars (\$12,500). This payment shall be made at closing.
- (2) Redevelopment shall also pay Seller actual reasonable moving expenses to move Seller's personal property to a new location. This payment will be made within thirty (30) days of Redevelopment's receipt of an invoice detailing the actual expenses incurred in moving from 708 East Lincoln Avenue to a new location.

TAXES AND ASSESSMENTS

City shall pay the real estate taxes and assessments for 2019 due and payable in 2020 and thereafter.

CLOSING

A closing will be held on or before March 27, 2020, unless the parties agree to a later date in writing. Redevelopment will pay the cost of the closing agent and costs of the closing.

QUIT CLAIM DEED

Seller shall deliver to Redevelopment a quit claim deed conveying any and all interest that the Seller has in the Real Estate. The interest shall be transferred to "City of Goshen, Indiana for the use and benefit of its Department of Redevelopment".

POSSESSION OF REAL ESTATE

Possession of the Real Estate will be delivered to Redevelopment within ten (10) days of the date of closing unless a later date is agreed to in writing by Seller and Redevelopment.

RISK OF LOSS

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

WARRANTIES

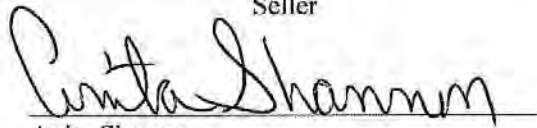
- (1) Seller makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.
- (2) Redevelopment has made its own inspection of the Real Estate and relies solely upon Redevelopment's observation in deciding to purchase the Real Estate. Redevelopment does not rely upon any representation of Seller or any agent of Seller.

MISCELLANEOUS

- (1) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
- (2) In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
- (3) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
- (4) In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- (5) All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- (6) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Seller.

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

Seller



Anita Shannon

Date: March 21, 2020

Redevelopment



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

Date: March 19, 2020

RESOLUTION 23-2020

Approve Execution of Change Order No.1 with Niblock Excavating Inc. for the
County Road 40 Water Main Utility Extension

WHEREAS this change order is a balancing change order.

WHEREAS the final contract amount is \$1,349,532.45 which is a reduction of \$188.05 from the original contract amount of \$1,349,721.00. The total project decrease is -0.01%

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Number One (1) that is attached to and made a part of this Resolution and Community Development Director Mark Brinson is authorized to execute Change Order No. one (1) on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on April 14, 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: Goshen Redevelopment Commission

FROM: Dustin Sailor, P.E, Director of Public Works

RE: **CR 40 AND US 33 WATER MAIN UTILITY EXTENSION
(JN: 2017-0012)**

DATE: March 23, 2020

Please find attached Change Order No. 1, a balancing change order.

Please approve Change Order No. 1 with Niblock Excavating, Inc.; the final contract cost of \$1,349,532.45 is a reduction of \$188.55 from the original contract cost of \$1,349,721.00. The total project decrease for the project is -0.01%.

Requested Motion: Approve Change Order No. 1, a balancing change order, for a \$188.55 decrease from the original contract of \$1,349,721.00. Final contract cost of \$1,349,532.45.

CHANGE ORDER FORM

Pg 1 of 4

Change Order No. 1

Date: 3/23/2020

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

OWNER: City of Goshen
PROJECT NAME: County Road 40 and US 33 Water Main Utility Extension
PROJECT NUMBER: 2017-0012
CONTRACTOR: Niblock Excavating, Inc.

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

Line item adjustments to serve as a balancing change order.

1.1	16" Ductile Iron Water Main (Note: This balances the line item out)	39 LFT	@ \$62.50	-----	\$2,437.50
1.2	12" Ductile Iron Water Main (Note: This balances the line item out)	8 LFT	@ \$48.50	-----	\$388.00
2	Ductile Iron Fittings (Note: This balances the line item out)	-653 LFT	@ \$7.50	-----	-\$4,897.50
3.1	16" Valve & Box (Note: This balances the line item out)	2.00 EA	@ \$4,000.00	-----	\$8,000.00
3.2	12" Valve & Box (Note: This balances the line item out)	1.00 EA	@ \$2,550.00	-----	\$2,550.00
4	Fire Hydrant Assembly (Note: This balances the line item out)	1.00 EA	@ \$5,500.00	-----	\$5,500.00
8.2	HMA Surface, No. 11 (Note: This balances the line item out)	199.54 TONS	@ \$30.00	-----	\$5,986.20
8.3	HMA Intermediate, No. 8 or 9 (Note: This balances the line item out)	199.54 TONS	@ \$32.50	-----	\$6,485.05
8.4	HMA Base, No. 5 (Note: This balances the line item out)	125.04 TONS	@ \$35.00	-----	\$4,376.40
8.5	Compacted Aggregate, No. 53 (Note: This balances the line item out)	162.54 TONS	@ \$30.00	-----	\$4,876.20

CHANGE ORDER FORM

8.6	Concrete Drive Restoration (Note: This balances the line item out)	41.43 SYD	(@ \$95.00	.....	\$3,935.85
8.7	Gravel Drive Restoration (Note: This balances the line item out)	-183.00 SYD	(@ \$15.00	.....	-\$2,745.00
8.8	Gravel Shoulder Restoration (Note: This balances the line item out)	-51.00 SYD	(@ \$8.75	.....	-\$446.25
8.9	HMA Drive Restoration (Note: This balances the line item out)	-67.00 SYD	(@ \$75.00	.....	-\$5,025.00
8.10	INDOT US 33 Full Depth Restoration (Note: This balances the line item out)	-279.00 SYD	(@ \$90.00	.....	-\$25,110.00
16	C.R. 40 28" Casing Pipe (Note: This balances the line item out)	-1.00 EA	(@ \$6,500.00	-\$6,500.00
				Subtotal -	(\$188.55)

CHANGE ORDER FORM

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Change Order No. 1

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$1,349,721.00
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers	0 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement		\$1,349,721.00
4. Addition /Reduction to Contract due to this supplement		(\$188.55)
5. Amount of Contract, including this supplemental		\$1,349,532.45
6. Total (Addition /Reduction) due to all Change Orders (Line 2 + Line 4)		(\$188.55)
7. Total percent of change in the original contract price Includes Change Order No.	1 to <u>1</u>	-0.01%
(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. 1

RECOMMENDED FOR ACCEPTANCE



Dustin Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Mark Brinson, Community Development

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.
BY: _____
Signature of authorized representative of Contractor

RESOLUTION 24-2020

Award Bid and Authorize Negotiation and Execution of an Agreement for Lawn Mowing Services for Redevelopment-Owned Properties

WHEREAS sealed bids were solicited for Mowing Services for Redevelopment-Owned Properties.

WHEREAS the bids for the Project were opened publicly and read aloud by the Goshen Board of Public Works and Safety on March 16, 2020;

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

1. The bid for the Project is awarded to Yard Shark, LLC as the lowest responsible and responsive bidder.
2. Community Development Director Mark Brinson is authorized to negotiate and execute an agreement on behalf of the City of Goshen and Goshen Redevelopment Commission with Yard Shark, LLC, for the Project that is consistent with their bid.
3. The execution of the agreement shall be presented to the Redevelopment Commission for ratification.

PASSED and ADOPTED on April 14, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

CONTRACT

LAWN MOWING

SOLICITATION NO. Q20-02-002

THIS CONTRACT is made and entered into on this ____ day of _____, 2020, by and between the City of Goshen by its Board of Public Works and Safety and Redevelopment Commission, hereinafter referred to as "City," and Colin Avila d/b/a Yardshark hereinafter referred to as "Contractor."

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

SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the "Lawn Mowing, Q20-02-002" project in accordance with and as described in further detail in this contract and in the Specification Documents the terms of which are incorporated by reference. The individual sites are listed below in the Compensation clause.

Contractor's mowing service per location includes mowing, trimming, weed removal, bag and remove clippings, remove trash and debris. Trimming will be done on same day of mowing to the same height as rest of area. Contractor shall prepare site for mowing by removing any branches, sticks, trash and debris. Contractor may use own discretion regarding whether to bag clippings or to mulch clippings however, the mowed site shall not have accumulated grass clippings in windrows, clumps or otherwise. Grass clippings shall not be blown onto the street and/or sidewalk. Sufficient care shall be exercised so that no scalping of the mowed area occurs and that trees, shrubs, other plants and/or equipment are not bumped or run into. The mowing and/or trimming shall be performed to the edge of the road. All clippings, trash and debris shall be removed from site and disposed according to all applicable regulations and customs. Removal from site may include, for example, brush and leaf pickup by the City's Street Department provided all City regulations and requirements are met.

For E. Lincoln Avenue Detention Basin (Site 19):

The bottom of the detention basin shall not be mowed.

Interior side slopes, the east and west exterior side slopes and the south side of the detention basin shall be cut to the ground level, mulched, and left in place to decompose over time either the late fall or the late winter/early spring when the ground is hard in order to avoid the introduction of ruts.

The remaining areas around the top of the detention basin and to the north and west of the detention basin (the turf grass) and shall be routinely mowed.

Additional to lawn mowing service for sites for the entire contract term of the 2019 season (Sites 1 to 22):

Contractor shall mow to no less than 3 inch height and shall repeat mowing with sufficient frequency to ensure that grass or weed height does not exceed 5 inches at any time.

Contractor's fall cleanup service includes leaf removal and preparation of the leaves for the City's leaf pickup service. Timing shall be so that most of leaves to fall have fallen and in time for the City's leaf pickup service, ensuring that there will be minimal leaves on the ground over the winter.

Additional to lawn mowing service for sites contracted per mowing (Sites 23 to 32):

Contractor shall mow to no less than 3 inch height and shall repeat mowing with sufficient frequency to ensure that grass or weed height does not exceed 5 inches at any time.

Contractor's fall cleanup service includes leaf removal and preparation of the leaves for the City's leaf pickup service. Timing shall be so that most of leaves to fall have fallen and in time for the City's leaf pickup service, ensuring that there will be minimal leaves on the ground over the winter.

WEED TREATMENT

Contractor shall provide a program of weed treatment (i.e. - crabgrass and dandelions) for the #15 sites only:

- 3rd Street boulevard from 3rd Street and Pike Street to Main Street and 3rd Street.
- The section of City Property at the south/west corner of Washington and 3rd Street.
- The N/E corner of 3rd Street and Madison Street (south of the gun store and west of the funeral home parking lot).

In the event of a conflict between a provision in the Specification Documents and the Contractor's quote, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision the Contractor's quote or in the Specification Documents, the provision in this contract shall control.

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

1. Contractor's Itemized Quote;
2. Non Collusion Affidavit;
3. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
4. Notice to proceed

Contractor shall perform all work in this project between the hours of 6:00 am and 8:00 pm. City shall be notified and shall approve in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor's work is public and visible and could be viewed by the public as work being performed by City employees, therefore Contractor shall ensure that their attire is acceptable and their conduct is professional.

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

EFFECTIVE DATE; CONTRACT TERM

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

The contract shall become effective on the day of execution and approval by the City of Goshen Board of Public Works and Safety and Redevelopment Commission and the Contractor. The term of this contract shall begin upon execution of the contract and continue until the end of the 2020 grass growing season and after the leaves are all down and removed.

COMPENSATION, BASIS AND METHOD OF PAYMENT

The City agrees to compensate Contractor for the work performed in this contract in accordance with the unit prices for site locations as set forth in Contractor’s itemized quote as shown in the table below and based on the lump sum prices for Sites 1 to 24 for the amount of Seventeen Thousand Three Hundred Dollars (\$17,300.00) plus the price per mowing and fall cleanup on Sites 25 to 44 and the actual times mowed and the number of sites receiving fall cleanup.

Invoicing

The ten (10) properties #15 to #24 shall be billed to City of Goshen Engineering at engineering@goshencity.com.

The remaining thirty-four (34) properties #1 to #14 and #25 to #44 shall be billed to City of Goshen Redevelopment at redevelopment@goshencity.com.

ITEM	SITE LOCATION	LUMP SUM PER SITE FOR TERM OF CONTRACT
1.	405 South 3rd Street	\$250.00
2.	409 South 3rd Street	\$250.00
3.	411 South 3rd Street	\$250.00
4.	417 South 3rd Street	\$250.00
5.	313 North Main Street	\$250.00
6.	315 North Main Street	\$250.00
7.	321 North Main Street	\$250.00
8.	323 North Main Street	\$250.00
9.	208 West Monroe Street	\$250.00
10.	305 East Kercher	\$400.00
11.	102 Olive Street	\$250.00
12.	103 West Wilkinson Street	\$250.00
13.	105 West Wilkinson Street	\$250.00
14.	107 West Wilkinson Street	\$250.00
15.	Kercher Road Retention Pond – approximately 300-400 block of East Kercher Road (Turf areas surrounding the retention pond)	\$1,000.00
16.	602 East Kercher Road	\$250.00

ITEM	SITE LOCATION	LUMP SUM PER SITE FOR TERM OF CONTRACT
17.	A. 3rd Street boulevard from 3rd St. and Pike St. to Main St. and 3rd St. B. The section of City Property at the S/W corner of Washington and 3rd St. C. The N/E corner of 3rd Street and Madison St. (south of the gun store and west of the funeral home parking lot. D. Sites A, B and C include <u>Weed Treatment</u>	\$6,000.00
18.	713 East Lincoln Avenue	\$400.00
19.	East Lincoln Avenue Retention Pond Exhibit B	\$1,000.00
20.	Clover Trails Retention Area Section A per site map in Exhibit A (s/w corner of Lighthouse Land and Plymouth)	\$1,000.00
21.	Annex, 204 E. Jefferson Street	\$1,000.00
22.	Police and Court, 111 E. Jefferson Street	\$1,000.00
23.	City Hall, 202 S. 5th Street	\$1,000.00
24.	Utilities Billing Office, 203 S. 5th Street	\$1,000.00
TOTAL		\$17,300.00

ITEM	SITE LOCATION	PRICE PER MOWING	PRICE FOR FALL CLEANUP
25.	401 South 3 rd Street	\$25.00	\$20.00
26.	621 ½ South 3rd Street	\$15.00	\$20.00
27.	627 South 3 rd Street	0	0
28.	810 North 6th Street	\$40.00	\$25.00
29.	908 North 6th Street	\$50.00	\$30.00
30.	1120 South 11th Street	\$30.00	\$25.00
31.	65693 State Road 15	\$70.00	\$50.00
32.	65706 State Road 15	\$75.00	\$100.00
33.	65736 State Road 15	\$50.00	\$50.00
34.	622 East Lincoln Avenue	\$12.00	\$10.00
35.	624 East Lincoln Avenue	\$12.00	\$10.00
36.	700 East Lincoln Avenue	\$12.00	\$10.00

ITEM	SITE LOCATION	PRICE PER MOWING	PRICE FOR FALL CLEANUP
37.	702 East Lincoln Avenue	\$12.00	\$10.00
38.	704 East Lincoln Avenue	\$12.00	\$10.00
39.	708 East Lincoln Avenue	\$12.00	\$10.00
40.	710 East Lincoln Avenue	\$12.00	\$10.00
41.	714 East Lincoln Avenue	\$12.00	\$10.00
42.	716 East Lincoln Avenue	\$12.00	\$10.00
43.	718 East Lincoln Avenue	\$12.00	\$10.00
44.	800 East Lincoln Avenue	\$12.00	\$10.00
TOTALS		\$487.00	\$430.00

All payment obligations are subject to the appropriation and encumbrance of monies and shall be made in arrears unless specifically stated otherwise in this solicitation. Payment to the Contractor for the work under this contract may be made as the work progresses no more frequent than thirty (30) days and for work satisfactorily completed in accordance with these Specifications Documents. The value of all work satisfactorily performed shall be as agreed upon by the City and the Contractor. Payment(s) to Contractor for work rendered under this contract shall be made by City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of the Contractor has been attained. The detailed invoice based on established contract price shall include the total contract amount, payments to date and remaining contract balance. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) calendar days of the receipt of a detailed invoice, provided satisfactory performance of the Contractor has been attained. Payment is deemed to be made on the date of mailing the check.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence and in the event completion of this work is not made within the time set forth in this solicitation, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Contractor shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, a dollar amount per week equal to ten percent (10%) of the dollar amount quoted for the applicable site for each and every week's delay in excess of the time and/or requirements specified in this solicitation. It is further agreed that in the event such damages are sustained by the City, the City shall deduct the amount of the liquidated damages from any moneys due or that may become due to the Contractor under this contract.

INDEPENDENT CONTRACTOR STATUS

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

NON-DISCRIMINATION

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

INDEMNIFICATION

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

INSURANCE

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

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

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

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

FORCE MAJEURE

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

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything possible to resume performance. The notification shall

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

DEFAULT

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

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

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

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

TERMINATION

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

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

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

EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

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

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

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

AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of work, completion of work, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties and approved by Board of Public Works and Safety and Redevelopment Commission. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

WAIVER OF RIGHTS

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

NOTICES

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

Address for notices to the City:

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

Address for notices to Contractor:

Yardshark
ATT: Colin Avila
PO Box 2101
Michigan City, IN 46361

APPLICABLE LAWS

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

MISCELLANEOUS

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

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

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

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

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, Contractor who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract.

SEVERABILITY

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

AUTHORITY TO BIND CONTRACTOR

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

BINDING EFFECT

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


ENTIRE AGREEMENT

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

In witness whereof, the parties have executed this Agreement as set forth below.

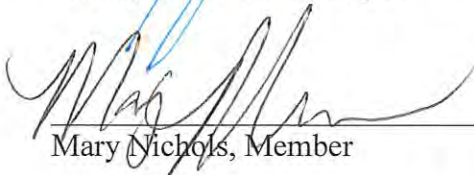
**City of Goshen
Board of Public Works and Safety**

Colin Avila d/b/a Yardshark



Jeremy P. Stutsman, Mayor

Colin Avila, Owner



Mary Nichols, Member

Date: _____



Michael Landis, Member

**City of Goshen
Redevelopment Commission**

Mark Brinson
Community Development Director

Date: _____

EXHIBIT A

Site 20 - Clover Trails Retention Pond

Sections B

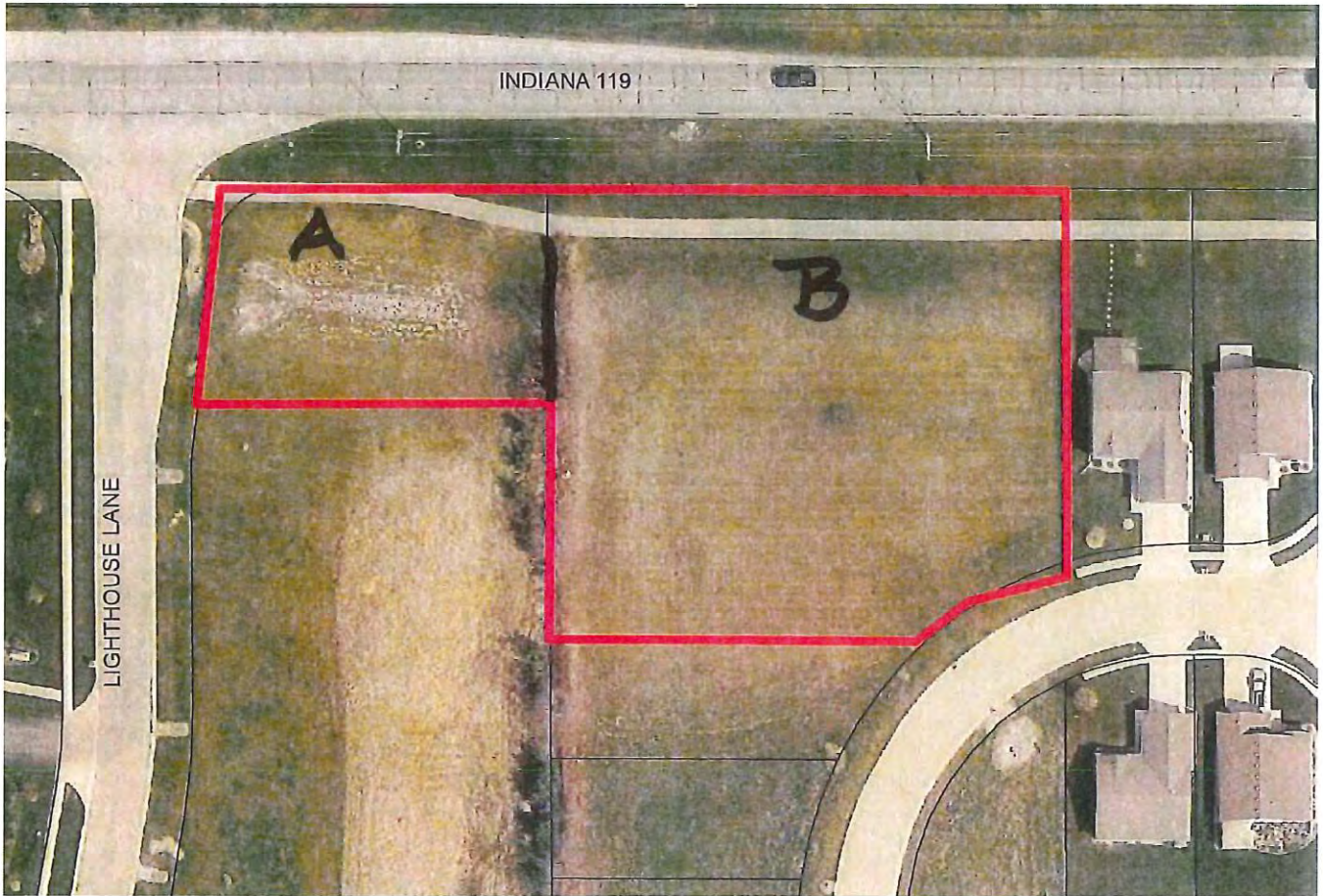
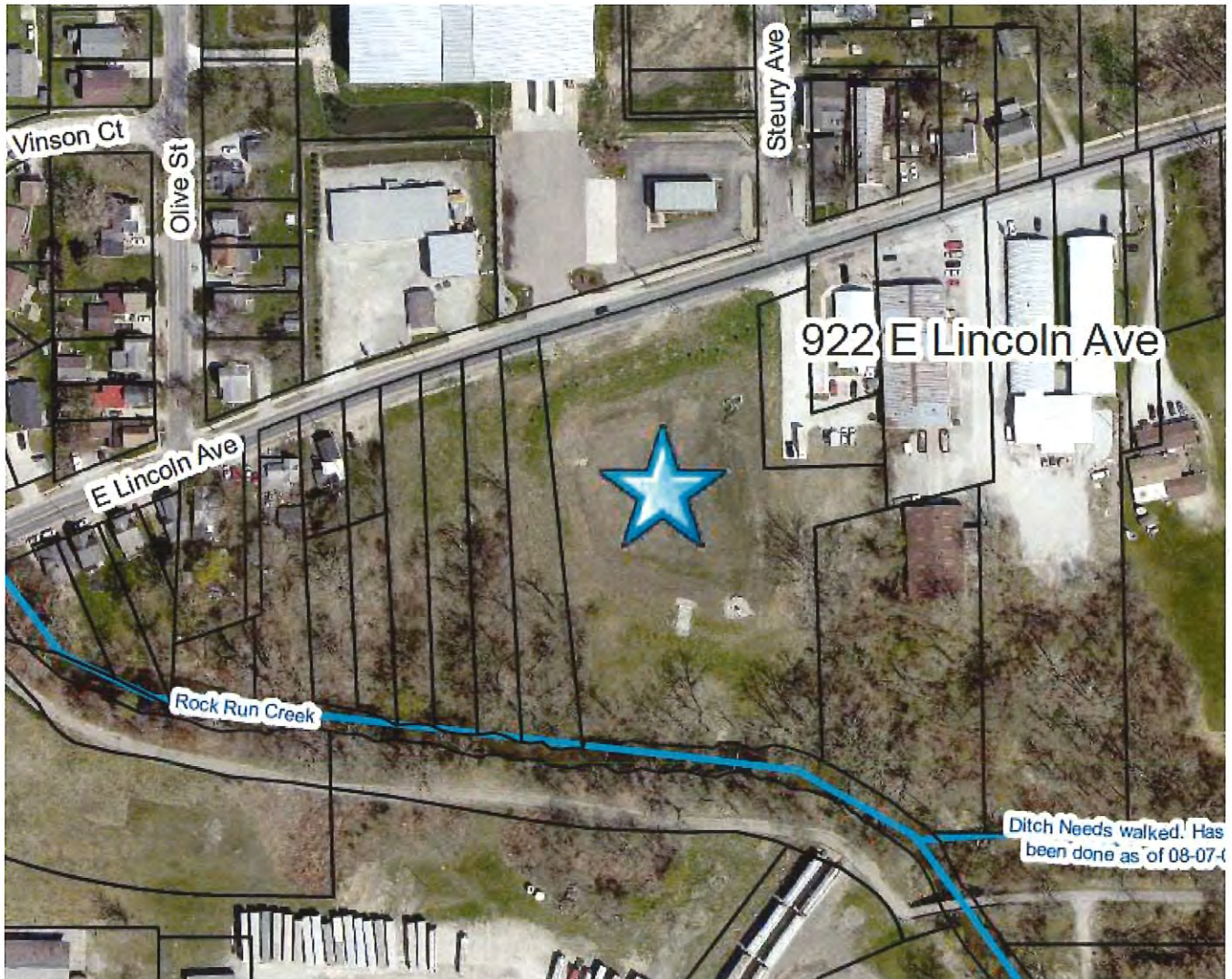


EXHIBIT B

Site 19 - Lincoln Avenue Detention Basin



RESOLUTION 25-2020

Approve Execution of Change Order No.3 for Kercher Road Reconstruction Phase 2

WHEREAS this change order is for the correction of a utility conflict and to allow a 19 day contract extension.

WHEREAS the cost of this change order is \$34,944.29 with a total contract price of \$3,792,944.29

WHEREAS a request will be made by Goshen Engineering for funding assistance from MACOG.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Number Three (3) that is attached to and made a part of this Resolution and Community Development Director Mark Brinson is authorized to execute Change Order No. Three (3) on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on April 14, 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: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

RE: **KERCHER ROAD – PHASE 2 – CHANGE ORDER NO. 3
(JN: 2004-0021 / Des. # 1401747)**

Date: April 10, 2020

Attached for the Board's consideration is Change Order No. 3. The change order is requested to address a water main and storm sewer conflict that was identified in July of 2019. Because of separation issues, the water main along with 25-feet of pipe casing was required to resolve the conflict. In addition to the change order amount, the contractor is seeking 12 day for contract delay while they waited for an answer from the City's consultant and 7 days to complete the work for a total time extension of 19 days.

The relocation of the water main to addresses the utility conflict equates to a change order amount of \$34,944.29. This amount along with previous change orders increase the contract by 0.93-percent for a revised contract amount of \$3,792,944.29.

This project is being partially funded under an LPA agreement, with funding made available through the Michiana Area Council of Governments (MACOG). Because this oversight may be considered an error on the part of the design engineer, it may not be eligible for funding assistance, and the Redevelopment Commission should consider approval of the change assuming there will be no outside assistance.

Although MACOG may not be able to provide financial assistance due to the reason for the change order, Goshen Engineering will make a funding participation request. In earlier conversations with MACOG representatives, if a funding request is to be made, it must be completed during this fiscal cycle (i.e. before May 2020) because the next fiscal cycle has no funds available that are not already programmed.

Requested Motion: Move to approve Change Order No. 3 in the amount of \$34,944.29 for the correction of a utility conflict and to allow a 19-day contract extension for the Kercher Road – Phase 2 project, Jn: 2004-0021.

Contract No:R -38157

Change Order No.: 003

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

Page: 1

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: R -38157

AE:Koch, Michael

Letting Date:02/06/2019

PE/S:Ludwig, Jack

Status:Pending

Change Order Information

Date Generated: 01/10/2020

Change Order No.: 003

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Design/Plan Related

Description: Watermain Casings and relocation

Original Contract Amount \$ 3,758,000.00

Current Change Order Amount \$ 34,944.29

Percent: 0.930 %

Total Previous Approved Changes \$ 0.00

Percent: 0.000 %

Total Change To-Date \$ 34,944.29

Percent: 0.930 %

Modified Contract Amount \$ 3,792,944.29

Time Extension Information

Date Initiated 01/10/2020

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 19 SP Days Value \$ 0.00

Previous Time Approved

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

SS Days_____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 19

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by D. PERMY Date 3/27/20

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA 3/27/20 Date Returned _____

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No: R -38157
Change Order No: 003

INDIANA
Department of Transportation

Date: 03/27/2020
Page: 3

Contract: R -38157
Project: 1401747 - State: 140174700LC2
Change Order Nbr: 003
Change Order Description: Watermain Casings and relocation
Reason Code: ERRORS & OMISSIONS, Design/Plan Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0125	1401747	0125	715-92874	LFT	404.650	50.000	C	Amount:\$ 20,232.50
Item Description: PIPE ENCASEMENT Supplemental Description1: 18 in. casing for water main Supplemental Description2:								
0126	1401747	0126	715-02388	EACH	14,711.790	1.000	C	Amount:\$ 14,711.79
Item Description: WATER MAIN Supplemental Description1: 12 in., Relocate Supplemental Description2:								

Total Value for Change Order 003 = \$ 34,944.29

Milestone Time Adjustment

MileStone Nbr: 03

Milestone Description: RESTRICTION TIME: PHASE II

Original Completion dt: 00/00/0000

Adj compl dt 00/00/0000

Adj No. of Days 19

Explanation:

Rieth-Riley is claiming a 12 day delay for time that was taken for the designer to provide revisions for proposed water main installation due to conflicts with proposed storm sewer and conflicts with existing sanitary sewer utility. The contractor is also asking for 7 days for the additional relocation work that was required resulting from the plan revisions. On August 20 2019 when installing 24 inch storm sewer through the Lombardy Drive intersection the existing 16 inch water main was found to be in conflict with storm sewer installation. There had been conflicts at Sourwood Drive and Keystone Drive also as well as a conflict with separation at a sanitary structure west of Lombardy Drive. These conflicts are documented in the attached emails. The watermain revisions were received back from the designer on October 4 2019 as shown in the attached email.

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

On July 19 2019 while installing 24 inch storm sewer the 12 inch water main at Keystone Drive was found to be in conflict with the proposed storm elevation. After discussing with the designer and the City of Goshen it was decided to relocate the water main over the storm line and install an 18 inch casing due to not having the desired separation between the two utilities. The contractor has provided a price for the relocation work and a price for the 25 foot casing installation at this location. There was a lack of the required separation between an existing sanitary manhole west of Lombardy Drive and the proposed watermain installation running next to the manhole. Per the designer and the City a 25 foot casing was required at this location also. The plan sheets showing these revisions have been attached. The contractor has provided a breakdown of labor and equipment for the relocation work and it is attached. The PS has verified that the labor and equipment listed was used for completing the relocation work.

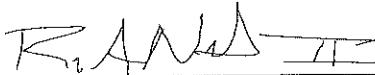
General or Standard Change Order Explanation

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

Change Order Explanation for Specific Line Item

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

Contractor: Rieth-Riley Construction Co., Inc.
3/27/2020

Signed By: 

Date: _____

Contract No:R -38157
Change Order No:003

INDIANA
Department of Transportation

Date:03/27/2020
Page: 4

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

Contract No:R -38157
Change Order No:003

INDIANA
Department of Transportation

Date:03/27/2020
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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

RESOLUTION 26-2020

Approve Execution of Change Order No.5 for Kercher Road Reconstruction Phase 2

WHEREAS this change order is for the removal of 11,282.5 cubic yards of unsuitable soil beneath the road bed.

WHEREAS this change order is for \$338,475.00 with a new project cost of \$4,145,014.75

WHEREAS a request will be made by Goshen Engineering for funding assistance from MACOG.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Number Five (5) that is attached to and made a part of this Resolution and Community Development Director Mark Brinson is authorized to execute Change Order No. Five (5) on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on April 14, 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: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

RE: **KERCHER ROAD – PHASE 2 – CHANGE ORDER NO. 5
(JN: 2004-0021 / Des. # 1401747)**

Date: April 10, 2020

Attached for the Board's consideration is Change Order No. 5. The change order is for the removal of unsuitable soil beneath the road bed that ranged in depth from 1 foot to 2.5 feet. Much of the unsuitable soil was discovered last year and was removed and replaced. There are estimated quantities included in the change order to address the remainder of the roadbed and sidewalk being constructed this year. The unsuitable soil was identified in the geotechnical report, but not included in the contract quantities by the City's consultant.

The unclassified removal of 11,282.5 cubic yards of soil equates to a change order amount of \$338,475.00. This amount along with previous change orders increase the contract by 10.30-percent for a revised contract amount of \$4,145,014.75.

This project is being partially funded under an LPA agreement, with funding made available through the Michiana Area Council of Governments (MACOG). Because this oversight may be considered an error on the part of the design engineer, it may not be eligible for funding assistance, and the Redevelopment Commission should consider approval of the change assuming there will be no outside assistance.

Although MACOG may not be able to provide financial assistance due to the reason for the change order, Goshen Engineering will make a funding participation request. In earlier conversations with MACOG representatives, if a funding request is to be made, it must be completed during this fiscal cycle (i.e. before May 2020) because the next fiscal cycle has no funds available that are not already programmed.

Requested Motion: Move to approve Change Order No. 5 in the amount of \$338,475.00 for the removal of unsuitable soil in the Kercher Road – Phase 2 project, Jn: 2004-0021.

4 Geotechnical Recommendations

The following design recommendations have been developed on the basis of the previously described project characteristics (Section 1.2) and subsurface conditions (Section 3.0). If there is any change in these project criteria, a review should be made by this office to verify if the recommendations are still valid.

4.1 Pavement Subgrade Recommendations

We understand that the proposed roadway will consist of asphalt pavement and coarse aggregate base over properly prepared subgrade. All existing pavement, vegetation and deleterious materials should be removed from the proposed subgrade prior to the placement of new fill or pavement. Any exposed highly organic (over 5%) or otherwise unsuitable soils should be removed to a maximum depth of 3 ft below the finished pavement grade. All exposed suitable granular subgrade should be surface compacted prior to the placement of any new fill. Based on the available drawings, the annual average day traffic (A.A.D.T) will be about 13,900 vehicles per day (V.P.D) by the year 2035.

We recommend the following subgrade parameters for the pavement design:

Table 4-1 Summary of Pavement Design Parameters (For Predominant Subgrade Soil)

Pavement Design Parameters	Recommended Values
Natural Subgrade Soil Resilient Modulus, psi	4,500 psi
Modified/Prepared Subgrade Soil Resilient Modulus, psi	9,000 psi
Predominant Subgrade Soil	Sandy Loam (A-2-4 or A-2-6)
Percent Passing Sieve #200	30
Percent Silt	23.4
Liquid Limit, %	29
Plastic Limit, %	16
Plasticity Index, %	13
Approximate Depth to Ground Water	About 7 ft
Natural Dry Density of Natural Subgrade, pcf	113
Natural Moisture of Natural Subgrade, %	17.6
Maximum Organic Content, % (in subgrade)	4.4
Maximum Ca/MgCO ₃ Content, % (in subgrade)	< 20 ppm
Filter Fabric Required for Underdrains	Yes
Subgrade Treatment	Type IB (Lime) or Type IV (if applicable)

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

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: R -38157

AE:Koch, Michael

Letting Date:02/06/2019

PE/S:Ludwig, Jack

Status:Draft

Change Order Information

Date Generated: 03/31/2020

Change Order No.: 005

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Geo Related

Description: Removal of unsuitable soils

Original Contract Amount	\$ 3,758,000.00	
Current Change Order Amount	\$ 338,475.00	Percent: 9.007 %
Total Previous Approved Changes	\$ 0.00	Percent: 0.000 %
Total Change To-Date	\$ 338,475.00	Percent: 9.007 %
Modified Contract Amount	\$ 4,096,475.00	

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

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

SS Days_____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

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

Review and Approval Information

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

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

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

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

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

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -38157
Change Order No:005

INDIANA
Department of Transportation

Date:04/01/2020
Page: 3

Contract: R -38157
Project: 1401747 - State:140174700LC2
Change Order Nbr: 005
Change Order Description: Removal of unsuitable soils
Reason Code: ERRORS & OMISSIONS, Geo Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0015	1401747	0015	203-02020	CYS	30.000	11282.500	C	Amount:\$ 338,475.00

Item Description: EXCAVATION, UNCLASSIFIED

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 005 = \$ 338,475.00

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

General or Standard Change Order Explanation

During construction of Phase 2 of this project (North lane) black unsuitable soils were encountered below subgrade elevation. These unsuitable soils varied in depths from 1 foot to 2.5 feet. The unsuitable soil was removed as recommended in the geotechnical report of this contract. Page 5 of the geotechnical report is included in the attachments of this change order. The quantities and calculations for Phase 2 are included in attachments. A quantity has been estimated for Phase 3 pavement areas and sidewalk areas and are also attached. A summary page with the total quantity is also attached. The contractor is not requesting any additional time for this work.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

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

Contractor: RIETH-RILEY CO.

Signed By: 

Date: 4-1-2020

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

Contract No:R -38157
Change Order No:005

INDIANA
Department of Transportation

Date:04/01/2020
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level Name of Approver Date Status

RESOLUTION 27-2020

Approve Execution of Change Order No.6 for Kercher Road Reconstruction Phase 2

WHEREAS this change order is for installation of a conflict structure and allow a 1 day contract extension.

WHEREAS this change order is for \$5,105.40 with a new project cost of \$4,150,120.15.

WHEREAS a request will be made by Goshen Engineering for funding assistance from MACOG.

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

PASSED and ADOPTED on April 14, 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: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

RE: **KERCHER ROAD – PHASE 2 – CHANGE ORDER NO. 6
(JN: 2004-0021 / Des. # 1401747)**

Date: April 10, 2020

Attached for the Board's consideration is Change Order No. 6. The change order is requested for the work necessary to address a conflict between the new storm sewer and a sanitary sewer lateral from Lippert Plant 3. To address the conflict between the two (2) gravity sewer lines, a conflict structure was installed. In addition to the change order amount, the contractor is seeking 1 day for contract delay and additional work to install the conflict structure.

The cost associated with installing the conflict structure equates to a change order amount of \$5,105.40. This amount along with previous change orders increase the contract by 10.43-percent for a revised contract amount of \$4,150,120.15.

This project is being partially funded under an LPA agreement, with funding made available through the Michiana Area Council of Governments (MACOG). Because this oversight may be considered an error on the part of the design engineer, it may not be eligible for funding assistance, and the Redevelopment Commission should consider approval of the change assuming there will be no outside assistance.

Although MACOG may not be able to provide financial assistance due to the reason for the change order, Goshen Engineering will make a funding participation request. In earlier conversations with MACOG representatives, if a funding request is to be made, it must be completed during this fiscal cycle (i.e. before May 2020) because the next fiscal cycle has no funds available that are not already programmed.

Requested Motion: Move to approve Change Order No. 6 in the amount of \$5,105.40 for the installation of a conflict structure and to allow a 1-day contract extension for the Kercher Road – Phase 2 project, Jn: 2004-0021.

Contract No:R -38157

Change Order No.: 006

INDIANA Department of Transportation

Page: 1

Construction Change Order and Time Extension Summary

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: R -38157

AE:Koch, Michael

Letting Date:02/06/2019

PE/S:Ludwig, Jack

Status:Pending

Change Order Information

Date Generated: 04/03/2020

Change Order No.: 006

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Utility Related

Description: Costs and Time for sanitary sewer conflict manhole

Original Contract Amount \$ 3,758,000.00

Current Change Order Amount \$ 5,105.40

Percent: 0.136 %

Total Previous Approved Changes \$ 0.00

Percent: 0.000 %

Total Change To-Date \$ 5,105.40

Percent: 0.136 %

Modified Contract Amount \$ 3,763,105.40

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 1 SP Days Value \$ 0.00

Previous Time Approved

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

SS Days_____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM 4/3/20 Date Returned 4/3/20

Approval Authority Concurs with PM? Y / N If Y, Concurrence by D. PERRY Date 4/3/20
If N, Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA 4/4/20 Date Returned _____

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -38157
Change Order No:006

INDIANA
Department of Transportation

Date:04/03/2020
Page: 3

Contract: R -38157
Project: 1401747 - State:140174700LC2
Change Order Nbr: 006
Change Order Description: Costs and Time for sanitary sewer conflict manhole
Reason Code: ERRORS & OMISSIONS, Utility Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0128	1401747	0128	720-03194	EACH	5,105.400	1.000	C	Amount:\$ 5,105.40

Item Description: MANHOLE
Supplemental Description1: Conflict
Supplemental Description2:

Total Value for Change Order 006 = \$ 5,105.40

Milestone Time Adjustment

MileStone Nbr: 01
Milestone Description: INTERMEDIATE COMPLETION DATE: PHASE 2
Original Completion dt: 11/15/2019 Adj compl dt 11/16/2019 Adj No. of Days 1
Explanation: The contractor is requesting 1 additional day for time associated with the delay for obtaining the structure and performing the work of this conflict structure.

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

On September 18 2019 the contractor was installing 18 inch storm sewer from Str. 75 to the east. 40 feet east of this structure a 6 inch sewer line was encountered that was in direct conflict with proposed storm sewer. This 6 inch line was the sewer lateral from Lippert Plant 3 on the north side of the road. The City of Goshen was contacted and on September 20 they brought vac truck out to expose water main and sanitary sewer main on the south side of the road. The contractor shot elevations of these lines and it was determined there no way to relocate the sewer lateral and still maintain flow from the lateral to the main. A section from pg 18 from the plans is included in attachments. The City decided that a conflict structure needed to be installed to resolve this issue. The contractor ordered the structure and it was delivered on September 25 2019. The contractor coordinated with Lippert and installed the structure on October 3 2019. The breakdown of labor and equipment costs is attached with the CO request. The cost for this change order covers all work and materials for supplying and installing this structure.

General or Standard Change Order Explanation

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

Change Order Explanation for Specific Line Item

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

Contractor: ROBERT RILEY CC

Signed By: [Signature]

Date: 4-3-2020

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

Contract No:R -38157
Change Order No:006

INDIANA
Department of Transportation

Date:04/03/2020
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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

Unclassified Excavation Quantities

Phase 2 8778.5

Phase 3 3200

Sidewalk 876

Total 12854.5

Plan qty. 1572

Overrun 11282.5

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 **March 11, 2020 through April 9, 2020** and finds that entries are allowed in the total amount of **\$247,422.77**.

APPROVED on April 14, 2020

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 03/11/20 through 04/09/20

Invoice Date	Payee	Description	Claim #	Line Number	Amount
3/17/2020	Richard Crowder	For River Race Drive Extension	1676	480-560-00-442.0000	\$5,000.00
3/18/2020	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Professional Services - East Lincoln Reconstruction	1677	480-560-00-439.0930	\$46.50
3/18/2020	Community Business Equipment (04491)	Office Supplies	1678	406-560-00-439.0930	\$10.35
3/18/2020	NIPSCO (00014)	65706 State Road 15	1679	406-560-00-435.0101	\$19.81
3/18/2020	NIPSCO (00014)	65706 State Road 15	1679	406-560-00-435.0201	\$55.82
3/19/2020	Anita Shannon	Acquisition of Real Estate - 20-11-10-326-018.000-015	1680	480-560-00-442.0000	\$10,000.00
3/19/2020	Anita Shannon	Relocation Assistance	1681	480-560-00-442.0000	\$12,500.00
3/23/2020	Indiana Department of Transportation (00988)	Change Order No. 1 & 2 - Kercher Road Phase 1	1685	473-560-00-442.0000	\$43,160.74
3/23/2020	NIPSCO (00014)	611 N 2nd	1686	406-560-00-435.0101	\$18.17
3/23/2020	NIPSCO (00014)	611 N 2nd	1686	406-560-00-435.0201	\$29.98
3/23/2020	TecServ Environmental, Inc. (07838)	Asbestos removal - East Lincoln Homes	1684	480-560-00-442.0000	\$6,850.00
3/23/2020	Walsh & Kelly, Inc. (06738)	Third Street/River Race Drive	1683	480-560-00-442.0000	\$18,017.07
3/24/2020	Elko Title Corporation (04462)	118 & 120 East Washington - 2017 Invoice never paid	1682	480-560-00-439.0930	\$380.00
4/5/2020	Abonmarche (05859)	Professional Services - Steury/Lincoln Ave	1688	480-560-00-431.0502	\$2,850.00
4/6/2020	City of Goshen Utilities	Water Bill - 65736 State Road 15	1690	406-560-00-431.0502	\$18.42
4/6/2020	Abonmarche (05859)	Professional Services - Stake water main extension	1689	480-560-00-442.0000	\$506.00
4/6/2020	American Structurepoint, Inc. (03093)	Professional Services - Multi Use Pavilion	1691	480-560-00-431.0502	\$101,867.50
4/6/2020	NIPSCO (00014)	65736 State Road 15	1692	406-560-00-435.0201	\$182.52
4/8/2020	Advanced Excavating LLC	Demolition of East Lincoln Homes	1693	480-560-00-442.0000	\$35,000.00
4/9/2020	Indiana Department of Transportation (00988)	NW Bike Trail Change Order	1694	480-560-00-442.0000	\$6,638.89
4/14/2020	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Legal Services for April 1 through April 30	1687	406-560-00-431.0502	\$4,271.00
				Total:	\$247,422.77



April 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.

A review of the Madison Street railroad crossing occurred with INDOT and Norfolk Southern (NS) on February 19, 2020. NS noted the design would take 12 to 18 months to complete. The City will begin installing the center dividers in the summer of 2020.

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 which was construction of the pond at the old salvage yard. The next phase of the project will include new water main and storm sewer installation for both Lincoln Avenue from the creek to just past Troyer **Carpets and Steury Avenue from Lincoln to the "S" curves**. Delays in securing 708 E. Lincoln Avenue and relocating the tenants have pushed project into 2021. The water main project, which is a Water Utility project, east of Steury Avenue, is progressing and will bid this year.

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. Punch list items are almost complete and staff is scheduling a final walk-thru with the contractor.

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 has begun again after a winter shutdown. The contractor does not anticipate any delays due to the COVID-19 pandemic. The contractor is currently installing storm sewer, with plans to start installing curb the week of April 20. Subgrade treatment will follow and then pavement. The contractor is still on schedule to be substantially completed with the work by the end of June.

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. An easement needs to be acquired from Benteler, and then the project can be bid. So long as the COVID-19 crisis ends in the next month, we anticipate this project can still be bid this year.

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 will likely occur in late 2020/early 2021. Agreements are already in place with the adjacent property owners to be able to construct a comprehensive stormwater solution for this area.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

The Western Rubber site went through an extensive demolition and environmental remediation process and is now considered a buildable site. The vacant parcel contains approximately 170,000 square feet and is located east of the Norfolk Railroad, north of the Plymouth Avenue.

PROJECT UPDATE

A Request for Proposals was issued in February, 2020 with the initial round of proposals due March 10. If no proposal meets the fair market price of \$175,000, a second round of proposals will be due April 14.

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 was hired to design the project in August 2018. The design is complete, was submitted for technical review, comments were provided back, and now the second round of comments are under review.

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 year.

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 updated their project schedule. They will be continuing the reconstruction of the sidewalk starting the week of April 27. By the first full week in May, the road will be milled and they will begin deep patching where necessary. Pavement will be placed the Week of May 11. Striping the remaining work is scheduled to be completed by the end of May.

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 and a Major Change to the PUD will heard by the Plan Commission this month.

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 preconstruction meeting took place on April 9. The contractor offered a start date of June 8, with work being completed by August 4. Goshen Engineering has requested Niblock to do better on their completion date, as the original goal was to have **the work completed by the end of July. Niblock's representative stated they will see** if they can do better on the project schedule.

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

This project has been cancelled with expectations that INDOT will be performing reconstruction work along the U.S. Hwy. 33 corridor in the next 5 to 8 years.

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 contract has been signed, and the process has begun.

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.