



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

To access online streaming of the meeting, go to <https://us02web.zoom.us/j/88473622441>

The Goshen Redevelopment Commission will meet on July 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. NEW BUSINESS

Resolution 38-2020 – Approve Execution of Change Order No. 1 for River Race Drive Extension

Resolution 39-2020 – Approve Execution of Change Order No. 5 for Main Street Streetscapes

Resolution 40-2020 – Approve Execution of Change Order Nol. 6 for Main Street Streetscapes

Resolution 41-2020 – Approve Request to File Application to Goshen Plan Commission for Lincoln Avenue Subdivision

Resolution 42-2020 – Approve and Authorize Execution of Amended Purchase Agreements with LaCasa of Goshen, Inc. for 307 South Seventh Street and 401 East Jefferson Street

Resolution 43-2020 - Authorize Execution of Contract Amendment #2 with Advanced Excavating LLC for the Demolition of 708 East Lincoln Avenue

Resolution 44-2020 – Approve Request to Issue a Request for Proposals for the Development of a Downtown River District Revitalization Plan

**6. UPDATE - Hawks Building
Main Street**

7. APPROVAL OF REGISTER OF CLAIMS

8. MONTHLY REDEVELOPMENT STAFF REPORT

9. OPEN FORUM

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

10. ANNOUNCEMENTS

Next Regular Meeting – August 11, 2020 at 3:00 p.m.

11. 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 June 9, 2020

The Goshen Redevelopment Commission met in a regular meeting on June 9, 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, Vince Turner, Brett Weddell and Bradd Weddell

Absent: None

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve the minutes of the May 19, 2020 special meeting.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

OLD BUSINESS

Resolution 33-2020 – Authorize Payment to Abonmarche for Consulting Contract for the Ninth Street Multi-Use Path

(13:50) Dustin Sailor, Director of Public Works, stated that at the May meeting Abonmarche was asked to provide information regarding additional compensation calculated at a hourly rate versus a lump sum and those details are in the memo in the packet.

(15:26) Brad Mosness, Abonmarche Consultants commented on the hourly rate and the 11-12 hour days.

No comments or questions from Commission member for Abonmarche Consultants.

(17:47) Larry Barkes, Commission Attorney, stated that the issue of hourly rate was addressed and his concern is that the request was not done in a timely manner but understands that we may have contributed to that.

(18:22) Commissioner Garber asked Larry Barkes if he was happy with the hourly rate compared to the lump sum and Larry responded that he was.

(18:46) Commissioner Weddell asked about sending the bill to the design consultant and Larry Barkes responded that we can do that but are at a disadvantage because the request was not timely made.

(19:18) Dustin Sailor, Director of Public Works stated they have had conversations with the design consultant.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to approve Resolution 33-2020.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

Resolution 35-2020 – Release of Mortgage for 613 South Third Street

(20:35) Larry Barkes, Commission Attorney, this project is not fully complete but they have completed all parts per the original agreement and will continue with the remodel. They are doing more than the contract required.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 35-2020.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

Resolution 36-2020 – Approve Execution of Change Order No. 7 for Kercher Road Reconstruction Phase 1

(22:10) Dustin Sailor, Director of Public Works, stated this is a balancing change order for an abandoned utility as part of the project and to offset costs there were curb stops that did not need replaced. It is an increase of \$2,303.84 for a contract total of \$4,758,614.89.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 36-2020.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

Resolution 37-2020 – Authorize Execution of Contract Amendment with Advanced Excavating LLC for the Demolition Project on East Lincoln Avenue

(25:02) Becky Hutsell, Redevelopment Project Manager, stated we have executed the agreement with Advanced Excavating for the 7 houses that were already done. They provided an alternate bid price for 708 East Lincoln of \$14,000 with completion 30 days after notice to proceed. Request contact amendment to add last property.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 37-2020.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

DISCUSSION – Sale of Third Street Properties

(26:49) Becky Hutsell, Redevelopment Project Manager stated that we have purchase agreement for 401 South Third Street and 204 West Madison Street is being demolished. There are 3 remaining platted lots with the possibility for 4 lots. City staff has received inquiries about building single family homes so looking for feedback from the Commission on how you want us to proceed. Each Commission member indicated they were not in a hurry and would like to wait to see how development is in the area.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve payment of the Register of Claims totaling \$187,611.28

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

MONTHLY REDEVELOPMENT STAFF REPORT

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

OPEN FORUM – Suspended Due to COVID-19

ANNOUNCEMENTS

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

ADJOURNMENT

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

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 5 in favor and 0 against.

The regular meeting was adjourned at 3:25 p.m.

APPROVED on July 14, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 38-2020

Approve Execution of Change Order No.1 for River Race Drive Extension

WHEREAS this change order is for a conflict with a RCP storm pipe. The diameter of the pipe needs to be changed to avoid conflict with existing gas main.

WHEREAS this change order is for \$5,308.16 which is a 2.31% increase to the contract amount.

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 July 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: Engineering

RE: **RIVER RACE DRIVE EXTENSION
(JN: 2017-0014)**

DATE: July 14, 2020

Niblock Excavation found the existing steel gas main to be in conflict with the proposed 15" RCP storm pipe. In order to have separation between the gas main and the storm pipe, it is necessary to change the diameter of the storm pipe to a smaller diameter, a 12" DIP. The cost to change and supply the City with the original purchased pipe is \$5,308.16 which is a 2.31% increase to the project. This substitution will enable Niblock to maintain the original project schedule.

Requested motion: Move to ratify Change Order Number 1 for the amount of \$5,308.16 which is a 2.31% increase to change the pipe diameter to avoid a utility conflict.

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

OWNER: City of Goshen
PROJECT NAME: River Race Extension
PROJECT NUMBER: 2017-0014
CONTRACTOR: Niblock Excavating

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

Due to construction conflicts with Nipsco's gas main, the Engineering Department directed Niblock to change the 15" RCP (Un-used material) storm sewer pipe to 12" CL50, DIP storm sewer pipe. The reduced diameter of the pipe allowed for separation between the gas main and the storm sewer pipe.

CO1.1	Storm Sewer Pipe, 12" CL50, DIP	50 LFT	@ \$87.00	-----	\$4,350.00
CO1.2	Un- Used Materials	56 LFT	@ \$17.11	-----	\$958.16

Subtotal - \$5,308.16

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$229,785.25
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		\$229,785.25
4. Addition/ Reduction to Contract due to this supplement		\$5,308.16
5. Amount of Contract, including this supplemental		\$235,093.41
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$5,308.16
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1)		2.31%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days, making the final completion date.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as x-2495, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor 6/25/2020
Dustin Sailor, PE

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Mark Brinson, Community Development

ACCEPTED: CONTRACTOR

Niblock Excavating

BY: _____
Signature of authorized representative of Contractor

RESOLUTION 39-2020

Approve Execution of Change Order Five (5) for Main Street Streetscapes

WHEREAS Change Orders 1-4 increased the original contract by \$9,122.80 and Change Order No. 5 decreases the contract by \$135,961.22 for a revised contract amount of \$802,819.18 a decrease of 13.64 percent.

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 July 14, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



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MEMORANDUM

TO: Redevelopment Commission

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

RE: **MAIN STREET IMPROVEMENTS FROM MADISON ST. TO PIKE ST.
CHANGE ORDER NO. 5 (JN: 2016-0038)**

DATE: July 14, 2020

Attached please find Change Order No. 5 for (\$135,961.22)

The original contract amount was \$929,657.60; Change Order No. 1, 2, 3 and 4 increased the total contract by \$9,122.80. Change Order No. 5 decreased the total contract by (\$135,961.22) for a revised contract amount of \$802,819.18, which is a decrease of 13.64 percent.

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

Original Contract Amount	\$929,657.60
Change Order No. 1	\$0.00
Change Order No. 2	\$14,072.80
Change Order No. 3	(\$6,600.00)
Change Order No. 4	\$1,650.00
Change Order No. 5	(135,961.22)
Revised Contract Amount	\$802,819.18

Requested Motion: Move to Approve Change Order No. 5 for (\$135,961.22). The revised project amount of \$802,819.18 is a 13.64 percent decrease from the original contract amount of \$929,657.60.

CHANGE ORDER FORM

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Change Order No. 5

Date: 7/14/2020

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

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

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

Change Order 5: adjusted bid line item quantities up to June 30, 2020.

4	Construction Notice Board (Note: This balances the line item out)	-2 EA	@ \$500.00	-----	-\$1,000.00
6A	Bituminous Base Milling, 5" (Note: This balances the line item out)	536 SYD	@ \$4.70	-----	\$2,519.20
6B	Full Depth Pavement Removal (Note: This balances the line item out)	-1138 SYD	@ \$9.50	-----	-\$10,811.00
7A	Tree Root Saw, 1" (Note: This balances the line item out)	8.00 LFT	@ \$5.00	-----	\$40.00
9	Compacted Aggregate for Base, No. 53 (Note: This balances the line item out)	-322.65 TONS	@ \$26.50	-----	-\$8,550.23
10A	HMA Surface, No. 11 (Note: This balances the line item out)	76.52 TONS	@ \$78.50	-----	\$6,006.82
10B	HMA Intermediate, No. 8 (Note: This balances the line item out)	-285.02 TONS	@ \$70.00	-----	-\$19,951.40
10C	HMA Base, No. 5 (Note: This balances the line item out)	-377.93 TONS	@ \$72.50	-----	-\$27,399.93
10D	Tack Coat (Note: This balances the line item out)	6.80 TONS	@ \$500.00	-----	\$3,400.00
11	Geosynthetics Reinforcing Paving Mat (Note: This balances the line item out)	415.00 SYD	@ \$4.50	-----	\$1,867.50

CHANGE ORDER FORM

12A	Concrete Sidewalk, 4" (Note: This balances the line item out)	-444.92 SYD	@	\$55.00	-----	-\$24,470.60
12B	Concrete ADA Ramp (Note: This balances the line item out)	-345.30 SYD	@	\$95.00	-----	-\$32,803.50
12C	Concrete Drive Approach, 8" (Note: This balances the line item out)	-8.60 SYD	@	\$110.00	-----	-\$946.00
12D	Concrete Road Base Replacement, 6" (Note: This balances the line item out)	-275.00 SYD	@	\$10.00	-----	-\$2,750.00
13	Concrete Curb, 6" (Note: This balances the line item out)	98.50 LFT	@	\$25.00	-----	\$2,462.50
15A	Catch Basin Structure Replacement w/ Casting (Note: This balances the line item out)	-6.00 EA	@	\$2,500.00	-----	-\$15,000.00
15B	Catch Basin Casting Replacement (Note: This balances the line item out)	-2.00 EA	@	\$900.00	-----	-\$1,800.00
16	Delineator, Black, With Reflectors (Note: This balances the line item out)	-3.00 EA	@	\$60.00	-----	-\$180.00
17	Bollard, Folding (Note: This balances the line item out)	2.00 EA	@	\$480.00	-----	\$960.00
18A	Line, Thermo, Solid, White, 4in, Grooved (Note: This balances the line item out)	340.00 LFT	@	\$1.35	-----	\$459.00
18B	Line, Thermo, Solid, ADA Blue, 6in (Note: This balances the line item out)	-765.00 LFT	@	\$6.00	-----	-\$4,590.00
18C	Line, Thermo, Solid, White, 6in (Note: This balances the line item out)	-2282.00 LFT	@	\$1.35	-----	-\$3,080.70
18D	Line, Thermo, Solid, Yellow, 4in, Grooved (Note: This balances the line item out)	156.00 LFT	@	\$1.35	-----	\$210.60
18E	Line, Thermo, Solid, White, 24in, Grooved (Note: This balances the line item out)	13.00 LFT	@	\$20.00	-----	\$260.00
18F	Line, Traffic Paint, Solid, White, 4in (Note: This balances the line item out)	-1305.00 EA	@	\$0.70	-----	-\$913.50
18I	Arrow, Thermo, Left (Note: This balances the line item out)	1.00 EA	@	\$100.00	-----	\$100.00
18K	Arrow, Thermo, Right (Note: This balances the line item out)	1.00 EA	@	\$100.00	-----	\$100.00
18L	Arrow, Thermo, Thru (Note: This balances the line item out)	-1.00 EA	@	\$100.00	-----	-\$100.00

Subtotal - (\$135,961.22)

CHANGE ORDER FORM

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Change Order No. 5

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$929,657.60
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers	I to <u>4</u>	\$9,122.80
3. Amount of Contract, not including this supplement		\$938,780.40
4. Addition /Reduction to Contract due to this supplement		(\$135,961.22)
5. Amount of Contract, including this supplemental		\$802,819.18
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		(\$126,838.42)
7. Total percent of change in the original contract price Includes Change Order No.	1 to <u>5</u>	-13.64%
(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

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Change Order No. 5

RECOMMENDED FOR ACCEPTANCE



Dustin Sailor, P.E.
Director of Public Works

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA



Mayor


Member


Absent
Member

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Mark Brinson, Community Development

ACCEPTED: CONTRACTOR _____
Niblock Excavating, Inc.

BY: _____
Signature of authorized representative of Contractor

RESOLUTION 40-2020

Approve Execution of Change Order Six (6) for Main Street Streetscapes

WHEREAS Change Order No. 5 decreased the contract amount to \$802,819.18 a savings of \$126,838.42.

WHEREAS a request to replace existing curb and sidewalk along west side of Main Street between Lincoln Avenue and Clinton Street for \$63,056.00.

WHEREAS a request to purchase thermoplastic brick pattern sheets for downtown crosswalks for \$55,000.00 to be installed by the Street Department.

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 July 14, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



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MEMORANDUM

TO: Redevelopment Commission

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

RE: **MAIN STREET IMPROVEMENTS FROM MADISON ST. TO PIKE ST.
CHANGE ORDER NO. 6 (JN: 2016-0038)**

DATE: July 14, 2020

Please find attached Change Order No. 6 for \$63,056.00 for the replacement of additional curb and sidewalk along Main Street between Lincoln Avenue and Clinton Street.

The revised contract amount from Change Order No. 5 is \$802,819.18 (original contract amount \$929,657.60), a savings of \$126,838.42. We are requesting to use \$63,056.00 of the remaining \$126,838.42 to replace the existing curb and sidewalk along the west side of Main Street between Lincoln Ave. and Clinton Ave. to correct a curb exposure and drainage issue. A section on the east side between Clinton Ave. and the mid-block alley also requires the curb and sidewalk replaced. To allow for this work, the contract will be extended to October 1, 2020, a 123 calendar day extension from the original completion date of June 30, 2020.

Please approve Change Order No. 6 for \$63,056.00 with Niblock Excavating, Inc., which will increase the project cost from \$802,819.18 to \$865,875.18.

The Engineering Department is requesting \$55,000.00 from the remaining \$63,782.42 to purchase 2'x2' preformed thermoplastic brick pattern sheets to install in the downtown crosswalks. The brick pattern was part of the original bid; however, it was removed due to cost overrun concerns related to the unknown amount of full depth pavement removal. The preformed sheets will be installed by the Street Department. See attachments for images of the thermoplastic brick pattern sheets.

Requested Motion (1): Move to approve Change Order No. 6 for \$63,056.00 for additional curb and sidewalk replacement along Main Street between Lincoln Ave. and Clinton St., time extension of 123 calendar days.

Requested Motion (2): Move to approve \$55,000 for 2'x2' preformed thermoplastic brick pattern sheets for crosswalks (material only).

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

OWNER: City of Goshen

PROJECT NAME: Main St. Improvements from Madison St. to Pike St.

PROJECT NUMBER: 2016-0038

CONTRACTOR: Niblock Excavating, Inc.

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

The below items are in addition to the original contract. CO6.1 The City requested a cost to remove additional curb and sidewalk between Lincoln Ave. and Clinton Street to correct drainage issues caused by repaving Main Street. The existing curb and sidewalk will be removed and replaced. CO6.2 An additional 123 days added to the contract from June 30, 2020 for the additional work.

Additional Curb and Sidewalk Replacement

C06.1	Mobilization and Demobilization	1	LSUM @	\$5,000.00	-----	\$5,000.00
C06.2	Maintenance of Traffic	1	LSUM @	\$1,000.00	-----	\$1,000.00
C06.3	Concrete Curb Removal	592	LFT @	\$10.00	-----	\$5,920.00
C06.4	Concrete Curb Replacement	592	LFT @	\$33.00	-----	\$19,536.00
C06.5	4" Sidewalk Removal	395	SYD @	\$15.00	-----	\$5,925.00
C06.6	4" Sidewalk Replacement	395	SYD @	\$65.00	-----	\$25,675.00
CO6.7	Time Extension (calendar days)	123	EA @	\$0.00	-----	\$0.00
					Subtotal -	\$63,056.00

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$929,657.60
2. Net (Addition /Reduction) due to all Previous Contract Supplements Numbers 1 to <u>5</u>	(\$126,838.42)
3. Amount of Contract, not including this supplement	\$802,819.18
4. Addition/ Reduction to Contract due to this supplement	\$63,056.00
5. Amount of Contract, including this supplemental	\$865,875.18
6. Total (Addition /Reduction) due to all Change Orders (Line 2 + Line 4)	(\$63,782.42)
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>6</u> (Line 6 divided by Line 1)	-6.86%

III. CONTRACT SUPPLEMENT CONDITIONS

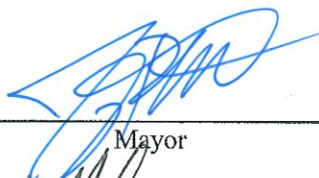
1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 123 calendar days, making the final completion date October 1, 2020.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

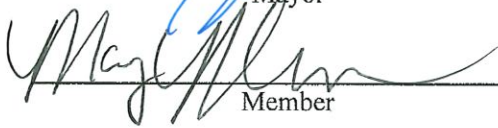
RECOMMENDED FOR ACCEPTANCE

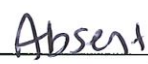


Dustin Sailor, P.E.

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA



Mayor


Member


Member

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Mark Brinson, Community Development

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____
Signature of authorized representative of Contractor

CHANGE ORDER PROPOSAL

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

PROPOSAL SUBMITTED: City of Goshen/Engineering		PHONE 1-574-534-2201	DATE June 22, 2020
STREET 204 E. Jefferson St. Suite 1		JOB NAME Main Street Improvements	
CITY, STATE and ZIP CODE Goshen, IN 46528		JOB LOCATION Main St. between Clinton and Lincoln Ave.	
ATTENTION Jason Hoffman	DATE OF PLANS None given	Remove and Replace Curb and Sidewalk	FAX 1-574-258-1776

The City of Goshen has requested a proposal to Remove and Replace additional Sidewalk and Curb on Main Street between Lincoln and Clinton Streets on both sides of the street.

Niblock here by submits this change order request for the additional requested work:

Description	Qty.	Unit	Unit Price	Extension
Mobilization Demobilization	1	LS	\$5,000.00	\$ 5,000.00
Maintenance of Traffic	1	LS	\$1,000.00	\$ 1,000.00
Concrete Curb Remove	592	LFT	\$ 10.00	\$ 5,920.00
Concrete Curb Replace	592	LFT	\$ 33.00	\$ 19,536.00
4" Sidewalk Remove	395	SY	\$ 15.00	\$ 5,925.00
4" Sidewalk Replace	395	SY	\$ 65.00	\$ 25,675.00

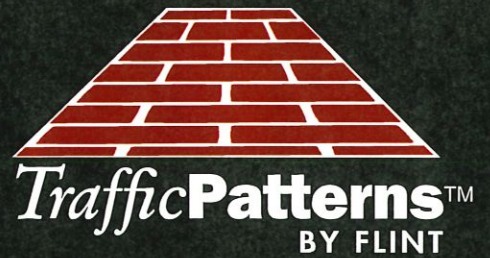
Change Order Total: \$ 63,056.00

NOTES:

- 1.) Work to be completed this construction season.
- 2.) Niblock also requests retainage on the Base Main Street Improvements project be released prior to the additional work being performed.

<p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.</p>	<p>AUTHORIZED SIGNATURE <u>Marcus King P.M.</u> Marcus King, Project Manager</p> <p>Note: This proposal may be withdrawn by us if not accepted within <u>30</u> days.</p>
<p>Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p>	<p>Signature _____</p>
<p>Date of Acceptance: _____</p>	<p>Signature _____</p>

Decorative Crosswalks and Traffic Calming Surfaces



DURABLE PREFORMED THERMOPLASTIC PAVEMENT MARKINGS



STREETSCAPES • WALKWAYS • ROUNDABOUTS • HARDCAPES



TrafficPatterns™

BY FLINT

CROSSWALKS • HARDCAPES • STREETSCAPES • MEDIANS • ROUNDABOUTS

TrafficPatterns™ is a durable preformed thermoplastic pavement marking material used primarily for streetscape and traffic calming purposes on public roads and private properties. TrafficPatterns™ provides a cost-effective alternative to the use of brick and stone pavers because the material is surface applied and virtually maintenance free. Available in 90-mil and 125-mil thicknesses, the 2 ft. x 3 ft. sheets of interconnected material are easily lifted and positioned onto an asphalt or concrete surface for application with a propane heat torch or large heater.

Engineered with safety, durability and aesthetics in mind, TrafficPatterns™ is the pavement surface solution designed to:

- Improve traffic safety especially at intersections and multi-use paths
- Enhance visibility for motorists, cyclists and pedestrians
- Promote and/or revitalize community image and pride
- Create attractive walkways in pedestrian and parking areas
- Create low-cost median or island effect without the use of raised curbs



TrafficPatterns™ is also available in single-colored sheets for application over pattern-imprinted or stamped asphalt for a more durable and skid resistant surface compared to typical epoxy coatings.

◀ Standard colors and stock patterns shown at left. Custom colors and patterns are also available requiring a minimum purchase. Call (336) 475-6600 for details.

FAST AND EASY INSTALLATION

- Fast, safe and cost-effective with an industrial propane heat torch such as the Magnum Heat Torch or large heater
- Does not require expensive capital equipment, customized tools, templates, or grids
- Surface applied; does not alter or impair the substrate
- Oil and gas impervious; compatible with all asphalt surfaces
- Can be applied on fresh asphalt and concrete as soon as the surface sets
- Preheating of the pavement to a specific temperature prior to application is not required.
- Regularly-spaced heating indicators in surface of the material provide a visual cue during application that the material has reached a molten state indicating satisfactory adhesion and proper embedment of skid-resistant material has been achieved.
- The work area can be open for traffic within minutes after the application is complete.



HIGH SKID / SLIP RESISTANT FOR SAFETY

- Skid resistance is maximized because anti-skid materials are intermixed throughout the material. As the marking wears, new anti-skid properties are exposed.
- Anti-skid materials are added at time of manufacture for a more consistent application.

ACCESSIBILITY

- TrafficPatterns™ is surface-applied and has the same surface characteristics as the pavement. Therefore, there is no additional vibration level or rigid bumpy effect as with pavers and imprints.

ENHANCED DURABILITY

- Engineered as a true heavy-duty intersection grade pavement marking material
- Provides optimum wear in adverse conditions
- Can last 6 to 8 times longer than painted surfaces
- Eliminates the maintenance and safety concerns of loose pavers

MAINTENANCE

- Although virtually maintenance free, it is easy to repair sections of material quickly and with minimal traffic disruption. Just remove the damaged section, apply sealer, replace with new material, and heat in place.

MANUFACTURING CONTROL

- All TrafficPatterns™ preformed thermoplastic materials are made at Flint's manufacturing facility which is ISO 9001:2000 certified for design, development and manufacturing.

First-time applicators should contact Flint Trading at (336) 475-6600 for product support and free on-site training.

1. PREPARE



Remove debris. Ensure no moisture is present and apply TrafficPatterns™ Sealer according to instructions provided.

2. POSITION



Position the TrafficPatterns™ material according to layout provided.

3. HEAT



Heat TrafficPatterns™ with a propane heat torch then chisel test to verify proper bond.



Large heaters can be used for higher volume applications.



To see additional installations, visit our photo gallery at www.flintrading.com

Flint

TRADING INC.®

115 Todd Court

Thomasville, NC 27360

Phone: (336) 475-6600

Fax: (336) 475-7900

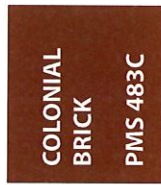
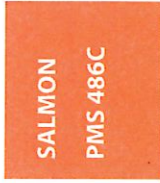
sales@flintrading.com

www.flintrading.com

TrafficPatterns™ Patent Pending

7500 0409

STANDARD COLORS



PREMIUM COLORS



Ennis-Flint, Inc.
4161 Piedmont Parkway
Suite 370
Greensboro, NC 27410
800.331.8118
www.ennisflint.com
sales@ennisflint.com

Colors may vary on different monitors and printers. PMS colors are specified for the closest color match to the preformed thermoplastic material. Color samples can be provided upon request.

DESCRIPTION:
DURATHERM
COLOR PALETTE

DATE CREATED: 10/10/2018



Colonial Brick Sample



06/02/2020 12:53

RESOLUTION 41-2020

Approve Request to File Application to Goshen Plan Commission for Lincoln Avenue Subdivision

WHEREAS in 2018 primary approval was granted to create a minor subdivision at 828 East Lincoln Avenue and 922 East Lincoln Avenue which combined multiple parcels into a two (2) lot subdivision.

WHEREAS the subdivision plan has been modified to include a third lot that would be available for Redevelopment in the future.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the request to file an application to Goshen Plan Commission for Lincoln Avenue Subdivision

PASSED and ADOPTED on July 14, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



Department of Community Development
CITY OF GOSHEN

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

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Project Manager

Date: July 14, 2020

RE: Request to file an application to Goshen Plan Commission for Lincoln Avenue Subdivision

In 2018, an application was made to Plan Commission create a minor subdivision for the former salvage yard property at 828 E. Lincoln Avenue and the East Gate Market at 922 E. Lincoln Avenue. At that time, the subdivision combined multiple parcels into a two (2) lot subdivision and allowed for the sale of the parking lot to the East Gate Market. Although the minor subdivision was granted primary approval, the plan was never finalized as the decision was made to acquire the seven (7) residential lots west of the new retention pond to facilitate the upcoming roadway project.

Now that all residential properties have been purchased by the Commission, we have modified the subdivision plan to include a third lot that would be available for redevelopment in the future. Earlier this year the Commission was approached by a local organization about acquiring this lot and, although that project is not moving forward, it is anticipated that other development will be proposed for this lot in the future.

A copy of the revised subdivision plan is attached. We are requesting the Redevelopment Commission's approval to file an application with the Goshen Plan Commission for the Lincoln Avenue Subdivision.

LINCOLN AVENUE SUBDIVISION

A PART OF LOT NUMBER ONE (1) THROUGH LOT NUMBER SIX (6), INCLUSIVE, IN MERCER'S FOURTH ADDITION AND A PART OF THE WEST HALF SOUTHWEST QUARTER OF SECTION 10 TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA
 SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
 SEE SHEET 3 OF 3 FOR CURVE AND LINE DATA

LEGEND

- - SET MAG NAIL & WASHER "ABONMARCHÉ FIRM #50"
- - SET 5/8" REBAR, 24" LONG WITH ID CAP "ABONMARCHÉ FIRM #50"
- Ⓐ - ACCESS EASEMENT FOR BENEFIT OF LOT 2
- Ⓓ - LOT #2 RESERVED FOR STORM WATER DRAINAGE RETENTION/DETENTION
- Ⓒ - 20' CITY OF GOSHEN STORM SEWER EASEMENT
- Ⓑ - 35' MINIMUM BUILDING, PARKING & DRIVING AISLE SETBACK
- Ⓔ - 5' NO ACCESS EASEMENT
- ⒺB - NO BUILD EASEMENT (WITHOUT FURTHER APPROVALS FROM THE CITY OF GOSHEN)

FLOOD NOTE

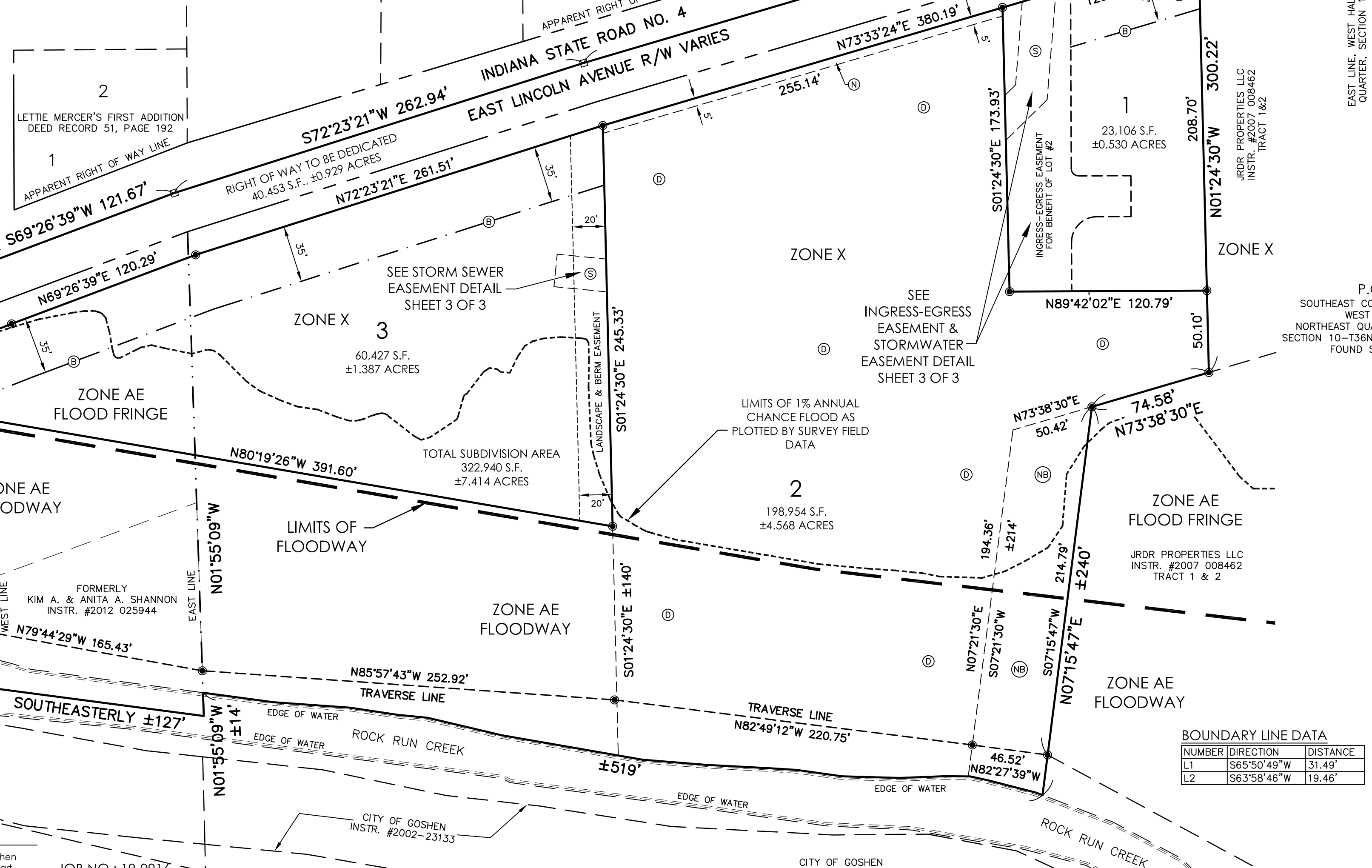
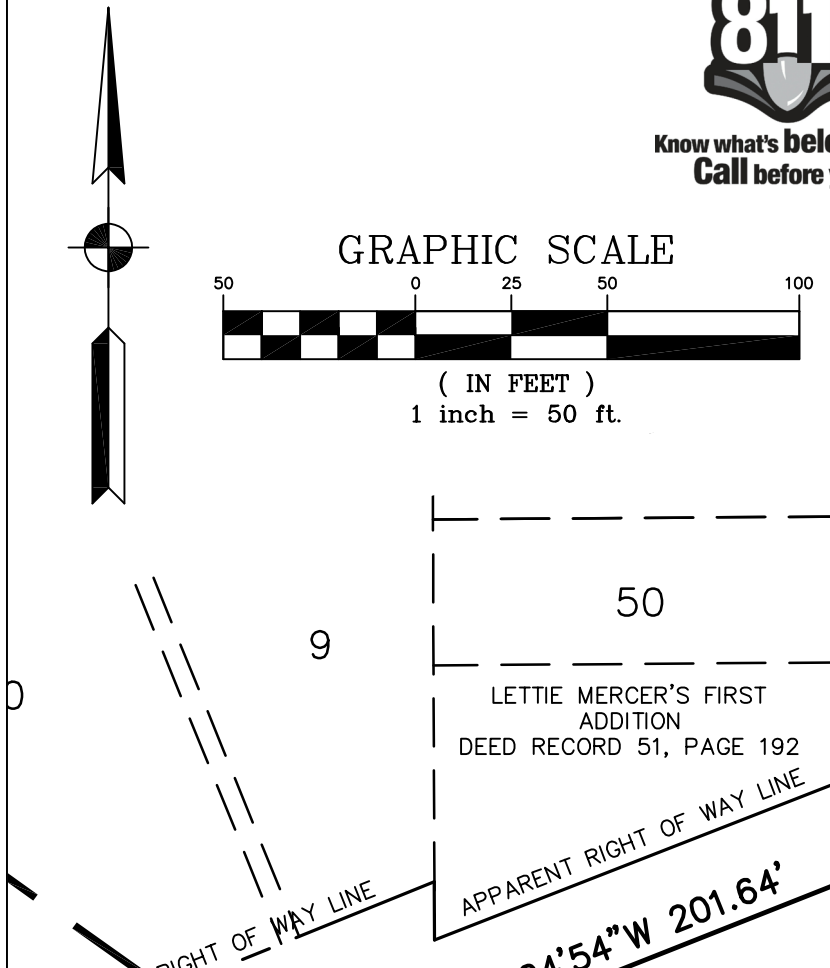
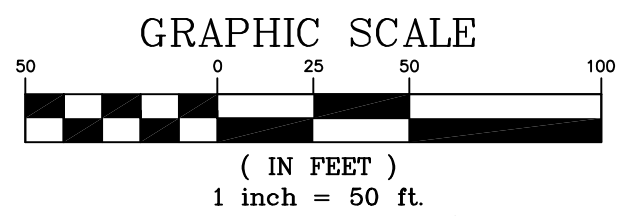
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FEDERAL INSURANCE RATE MAP (FIRM) PANEL NO. 18039C0254D WITH AN EFFECTIVE DATE OF AUGUST 2, 2011, THE FLOODWAY OF THE SUBJECT PROPERTY BY SCALING SAID MAP IS LOCATED WITHIN AN AREA DESIGNATED AS "ZONE AE", FLOODWAY FRINGE AREAS WITH BASE FLOOD ELEVATIONS DETERMINED AND "ZONE X, NO SPECIAL FLOOD HAZARD AREA". FLOOD FRINGE WAS ESTABLISHED BY FIELD SURVEY DATA. BASE FLOOD ELEVATION AS DETERMINED BY THE DEPARTMENT OF NATURAL RESOURCES (DNR) IS ELEVATION 796.1 FEET WEST LINE AND 796.8 FEET EAST LINE.

STORMWATER DRAINAGE NOTE

LOTS 1 AND 3 HAVE THE RIGHT TO UTILIZE LOT 2 FOR STORMWATER DRAINAGE AS SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF GOSHEN ENGINEERING DEPARTMENT.



Know what's below.
Call before you dig.



NUMBER	DIRECTION	DISTANCE
L1	S65°50'49"W	31.49'
L2	S63°58'46"W	19.46'



1009 South Ninth Street
 Goshen, IN. 46526
 T 574.533.9913
 F 574.533.9911
 abonmarcche.com

Battle Creek
 Benton Harbor
 South Haven
 Fort Wayne

Goshen
 Hobart
 Lafayette
 South Bend
 Valparaiso

Engineering · Architecture · Land Surveying

JOB NO.: 19-0916
 DATE: MARCH, 2020
 SHEET 2 OF 3

C:\PROJECTS\2019\19-0916 GOSHEN CITY-STEURY AVENUE-LINCOLN AVENUE ROADWAY RECONSTRUCTION & DRAINAGE IMPROVEMENT DESIGN PROJECT\CAD_SURVEY\DRAWINGS\19-0916 SUBDIVISION PLATTING\19-0916 SECONDARY PLAT.DWG

CITY OF GOSHEN
 INSTR. #2002-23133

RESOLUTION 42-2020

Approve and Authorize Execution of Amended Purchase Agreements with LaCasa of Goshen, Inc. for 307 South Seventh Street and 401 East Jefferson Street

WHEREAS in 2016 purchase agreements were approved with LaCasa for four (4) properties. Two of the properties have been sold and LaCasa is requesting to build two (2) single family homes at 307 South Seventh Street and 401 East Jefferson Street.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Amended Purchase Agreements with LaCasa of Goshen, Inc. for 307 South Seventh Street and 401 East Jefferson Street which is attached to and made part of this resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Amended Purchase Agreements with LaCasa of Goshen, Inc. on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on July 14, 2019

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

To: Redevelopment Commission
From: Becky Hutsell, Redevelopment Project Manager
Date: July 14, 2020
RE: Approval of an Amended Purchase Agreements with Lacasa of Goshen, Inc. for 307 S. 7th Street and 401 E. Jefferson Street

In 2016, purchase agreements were approved with Lacasa for four (4) properties owned by the Redevelopment Commission. The subject properties are 307 S. 7th Street, 401 E. Jefferson Street, 1213 Hickory Street and 1215 Hickory Street. These parcels were included in Lacasa's 2016 tax credit application for the redevelopment of the north end of the Hawks building and several infill lots throughout the city. In March 2017, Lacasa learned that they would not be receiving funding and the purchase agreements were never executed. They did, however, assume maintenance of the properties in 2017 and continue to do so despite not owning the properties.

In 2018, Lacasa submitted a second tax credit application that included development of a new subdivision on Middlebury Street and several infill lots, including those listed above. The Redevelopment Commission supported the application and executed amended purchase agreements for the four (4) properties. Unfortunately, Lacasa was not awarded the LIHTC grant.

In January 2020, Lacasa was selected by IHEDA to participate in a HOME for Homeownership Innovation Project round. With this selection and the successful completion of required trainings, Lacasa will have access to up to \$2,000,000 of HOME subsidy over the next three (3) years to build new single-family homes for sale to low and moderate income persons. As the Commission has sold the Hickory Street lots to Habitat, Lacasa is requesting to proceed with the construction of two (2) new homes on the lots at 307 S. 7th Street and 401 E. Jefferson Street (aka 224 S. 7th St.). Lacasa is asking that these two (2) lots be donated by the Commission to facilitate the points needed to bring additional funding to the project through the Federal Home Loan Bank Affordable Housing Program. This same request was made with the 2018 request to the Commission and it was approved with the condition that single-family "for sale" homes would be constructed in lieu of long-term rentals.

The requested purchase agreement terms are as follows and they are consistent with what was approved in 2018.

1. Closing to occur on or before June 30, 2021 (HOME formal application will be submitted by January 31, 2021).
2. Lots to be donated with the condition that new single-family homes will be constructed and that they will be sold or have long-term lease/purchase agreements in place. New homes will not be operated as rentals.
3. Lacasa to continue maintaining the lots until closing occurs.
4. Lots to be developed in 2021/2022.

.

The HOME funds are reserved for Lacasa's use but formal applications and approvals are required by IHCDCA for all properties redeveloped by Lacasa with the available funds. We are requesting that the Commission grant approval of the amended purchase agreements for 307 S. 7th Street and 401 E. Jefferson Street to allow for submission of Lacasa's applications to IHCDCA. Copies of the amended agreements are attached.

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

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

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, City agrees to sell and Lacasa agrees to purchase the following tract of real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as **401-403 East Jefferson Street, Goshen, Indiana 46528**, and more particularly described as follows:

A rectangular tract of land 42 feet wide and 87 feet long in the Southwest corner of Lot Number Twenty-one (21) as the said Lot is known and designated on the recorded Plat of Barnes First South Addition; said Plat being recorded in Plat Book 15, page 274, in the Office of the Recorder of Elkhart County, Indiana; more particularly described as follows:

Commencing at the Southwest corner of said Lot 21; thence North 42 feet; thence East 87 feet; thence South 42 feet; thence West 87 feet to the place of beginning.

Parcel No. 20-11-09-435-009.000-015

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

The Real Estate shall include all land, all pertinent rights, privileges and easements.

PURCHASE PRICE

City agrees to donate the Real Estate to Lacasa. The donation is contingent upon each of the following:

- a) Lacasa must apply for and receive HOME funds through the HOME Investment Partnership Program with a formal application to be submitted no later than January 31, 2021.
- b) Lacasa must sell or enter into a lease purchase agreement for the Real Estate to a person or persons with an income under eighty (80) percent Area Median Income for the Goshen/Elkhart MSA as published annually by HUD.

c) Lacasa must complete all new housing construction on the Real Estate by November 30, 2022.

TAXES AND ASSESSMENTS

City shall pay the real estate taxes and assessments for the year in which they close on the subject Real Estate that are due and payable in the subsequent year. Taxes and assessments shall be prorated based upon the closing date. Lacasa shall pay prorated real estate taxes and assessments for the year in which they close and thereafter.

MAINTENANCE

Lacasa agrees to maintain the properties, including mowing, effective immediately.

CLOSING

A closing will be held on or before June 30, 2021 unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

WARRANTY DEED

City shall deliver to Lacasa a warranty deed conveying to Lacasa merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments.

POSSESSION OF REAL ESTATE

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

RISK OF LOSS

City shall assume the risk of loss until the closing at which time Lacasa shall assume the risk of loss.

WARRANTIES

- (1) City warrants that City will convey a good and merchantable title to Lacasa. Lacasa accepts the Real Estate AS IS. City makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.
- (2) Lacasa has made its own inspection of the Real Estate and relies solely upon Lacasa's observation in deciding to purchase the Real Estate. Lacasa does not rely upon any representation of City or any agent of City.
- (3) An Addendum to Purchase is attached as Exhibit A and shall be executed as part of this Agreement.

MISCELLANEOUS

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

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

Lacasa of Goshen, Inc.

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

By: _____

Mark Brinson

Printed: _____

Community Development Director
Goshen Redevelopment Commission
City of Goshen, Indiana

Title: _____

Date: _____

Date: _____

By: _____

Printed: _____

Title: _____

Date: _____

**Addendum to Purchase
LaCasa Inc.
Sub recipient of HOME Funds
Goshen IN, 46528**

Addendum to Purchase agreement for: 401-403 E. Jefferson St., Goshen, IN 46528 (to be called 224 S. 7th St.)

Dated: _____

Notification: LaCasa Inc. (HUD registered non-profit) is the sub-recipient of HOME funds through Indiana Housing and Community Development Authority. In order to acquire property through this program LaCasa Inc. has an obligation to attach the following addendum and contingencies to all offers to purchase real estate. By signing below the "seller" acknowledges all 4 items listed below are attached to the purchase agreement contract and that LaCasa Inc. cannot close on property unless the one contingency listed is satisfied.

Contingencies to Purchase agreement

1. Offer is contingent on the environmental review and Section 106 review process and the release of funds from the Indiana Housing Community Development Authority. This will occur 60 days from formal approval of funding.

Addendum to Purchase Agreement

1. LaCasa, Inc. does NOT have (nor will use) the power of eminent domain should negotiations fail to result in an amicable agreement.
2. We are prepared to offer 1 Dollar (\$1) for clear title to subject property.
3. This sale is a voluntary sale and the seller is NOT eligible for a replacement housing payment or moving expenses.

Chris Kingsley Date
President

Brad Hunsberger Date
VP Real Estate Development

Seller Date

Seller Date

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

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

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, City agrees to sell and Lacasa agrees to purchase the following tract of real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as **307 South 7th Street, Goshen, Indiana 46528**, and more particularly described as follows:

Commencing at the Northeast corner of Lot Number fifty-nine (59) in Barns’ First South Addition to the Town, now the City, of Goshen; thence running South fifteen (15) feet; thence West to the West line of said Lot Number fifty-nine (59); thence North fifteen (15) feet to the Northwest corner of said lot; thence East on the North line of said lot to the place of beginning.

Also, the South part of Lot Number forty-two (42) in said Addition to the Town, now City, of Goshen, being more particularly described as follows:

All that portion of Lot Number forty-two (42) aforesaid, lying South of a line running East and West which line is thirty-five (35) feet, more or less, North of the South line of said Lot Number forty-two (42), and thirty-one (31) feet, more or less, South of the North line of said Lot Number forty-two (42).

Parcel No. 20-11-09-477-013.000-015

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

The Real Estate shall include all land, all pertinent rights, privileges and easements.

PURCHASE PRICE

City agrees to donate the Real Estate to Lacasa. The donation is contingent upon each of the following:

- a) Lacasa must apply for and receive HOME funds through the HOME Investment Partnership

Program with a formal application to be submitted no later than January 31, 2021.

b) Lacasa must sell or enter into a lease purchase agreement for the Real Estate to a person or persons with an income under eighty (80) percent Area Median Income for the Goshen/Elkhart MSA as published annually by HUD.

c) Lacasa must complete all new housing construction on the Real Estate by November 30, 2022.

TAXES AND ASSESSMENTS

City shall pay the real estate taxes and assessments for the year in which they close on the subject Real Estate that are due and payable in the subsequent year. Taxes and assessments shall be prorated based upon the closing date. Lacasa shall pay prorated real estate taxes and assessments for the year in which they close and thereafter.

MAINTENANCE

Lacasa agrees to maintain the properties, including mowing, effective immediately.

CLOSING

A closing will be held on or before June 30, 2021 unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

WARRANTY DEED

City shall deliver to Lacasa a warranty deed conveying to Lacasa merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments.

POSSESSION OF REAL ESTATE

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

RISK OF LOSS

City shall assume the risk of loss until the closing at which time Lacasa shall assume the risk of loss.

WARRANTIES

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

- (2) Lacasa has made its own inspection of the Real Estate and relies solely upon Lacasa's observation in deciding to purchase the Real Estate. Lacasa does not rely upon any representation of City or any agent of City.
- (3) An Addendum to Purchase is attached as Exhibit A and shall be executed as part of this Agreement.

MISCELLANEOUS

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

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

Lacasa of Goshen, Inc.

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

By: _____

Printed: _____

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

Title: _____

Date: _____

Date: _____

By: _____

Printed: _____

Title: _____

Date: _____

**Addendum to Purchase
LaCasa Inc.
Sub recipient of HOME Funds
Goshen IN, 46528**

Addendum to Purchase agreement for: 307 S. 7th St., Goshen, IN 46528

Dated: _____

Notification: LaCasa Inc. (HUD registered non-profit) is the sub-recipient of HOME funds through Indiana Housing and Community Development Authority. In order to acquire property through this program LaCasa Inc. has an obligation to attach the following addendum and contingencies to all offers to purchase real estate. By signing below the "seller" acknowledges all 4 items listed below are attached to the purchase agreement contract and that LaCasa Inc. cannot close on property unless the one contingency listed is satisfied.

Contingencies to Purchase agreement

1. Offer is contingent on the environmental review and Section 106 review process and the release of funds from the Indiana Housing Community Development Authority. This will occur 60 days from formal approval of funding.

Addendum to Purchase Agreement

1. LaCasa, Inc. does NOT have (nor will use) the power of eminent domain should negotiations fail to result in an amicable agreement.
2. We are prepared to offer 1 Dollar (\$1) for clear title to subject property.
3. This sale is a voluntary sale and the seller is NOT eligible for a replacement housing payment or moving expenses.

Chris Kingsley Date
President

Brad Hunsberger Date
VP Real Estate Development

Seller Date

Seller Date

RESOLUTION 43-2020

**Authorize Execution of Contract Amendment #2 with Advanced Excavating LLC
for the Demolition 708 East Lincoln Avenue**

WHEREAS the Commission approved a contract amendment for the demolition of 708 East Lincoln Avenue based on the assumption that substantially all belongings would be removed.

WHEREAS requesting to increase the amount by \$6,000 for disposal of items. The new contract cost is \$92,600.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the contract amendment #2 with Advanced Excavating LLC and the City of Goshen and Community Development Director Mark Brinson is authorized to execute the contract amendment on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on July 14, 2020.

Thomas W. Stump, President

Andrea Johnson Secretary



Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Project Manager

Date: July 14, 2020

RE: Request to Authorize Execution of Contract Amendment #2 with Advanced Excavating for the Demolition of 708 E Lincoln Avenue

The bid package for the demolition of the houses on East Lincoln Avenue was issued in February with bids due to the City by March 9th. Advanced Excavating was awarded the contract as they were the low bid on the project with the bid tab for the project as follows:

Contractor	Item 1 (7 Homes)	Optional Item 2 (708 E Lincoln)
Advanced Excavating LLC	\$72,600.00	\$14,000
Shroyer Bros Inc	\$128,250	\$26,375

In March, the Commission approved the contract for Item 1 and work was completed. In June, a contract amendment was approved adding Item 2 as we had finally acquired 708 E Lincoln and the previous owners were scheduled to be out by mid-June. The Item 2 cost was provided in March based upon the assumption that substantially all belongings would be removed from the site once the previous owners completed their move. Unfortunately, there was a significant amount of trash and belongings left behind once they left.

We are requesting approval of Contract Amendment #2 to increase the amount by \$6,000 for a total contract cost of \$92,600 to account for the following:

1. Trash and belongings left behind - \$1,500

Photos are attaching showing a small portion of the debris left behind. Aside from what was left in the home, the debris were scattered throughout the site as shown including old furniture, tires, toys, trash, etc.

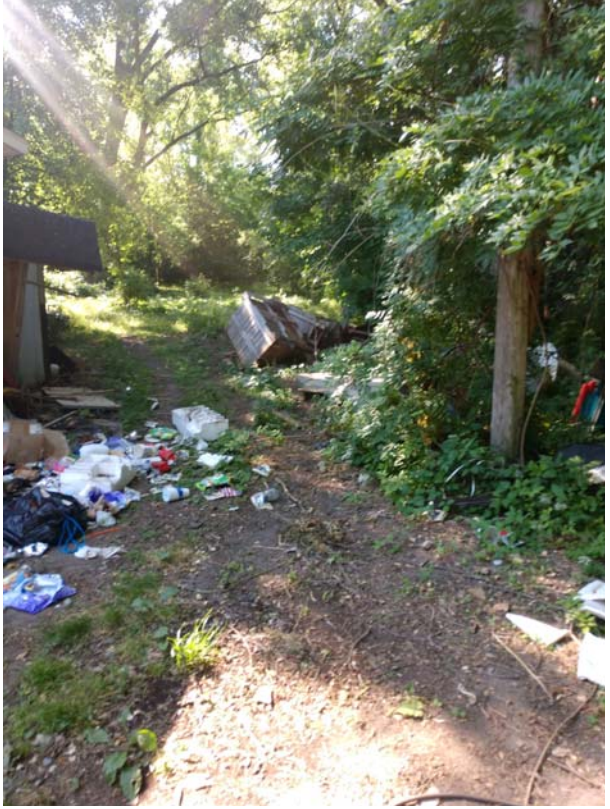
2. Additional fence and foundation removal - \$4,500

It was unclear at the time that bids were requested that there were previous foundations that existed beneath the vehicles the owners stored on the site that would require removal. A site walkthrough once they had moved also brought to our attention that there was much more fencing within the rear yard than anticipated. There were fenced areas within the overall fenced areas (i.e. fencing around trees, separated dog runs, etc). In addition, the bid package did not include two (2) additional parcels that we'd acquired from the previous owners that

also had fencing installed. (See attached parcel map.) Because this area is located within the floodplain, we did receive a permit to allow for demolition and fence removal. The permit did not, however, permit tree removal so simply pulling the fence is not a feasible task and the work requires cutting of the chain link in several areas to damage and removal of any trees.

To fully clean up this area, we're requesting the approval of Contract Amendment #2. Even with the additional work, the overall contract cost still falls below the second bid received for the project and this additional work will allow for the project to be completed and restored as unobstructed green space until a development opportunity arises.









RESOLUTION 44-2020

**Approve Request to Issue a Request for Proposals for the Development of a
Downtown River District Revitalization Plan**

WHEREAS requesting to issue a Request for Proposals for the Downtown River District to guide the redevelopment of the four (4) block area.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the request to issue a Request for Proposals for the Downtown River District Revitalization Plan which is attached to and made part of this resolution.

PASSED and ADOPTED on July 14, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

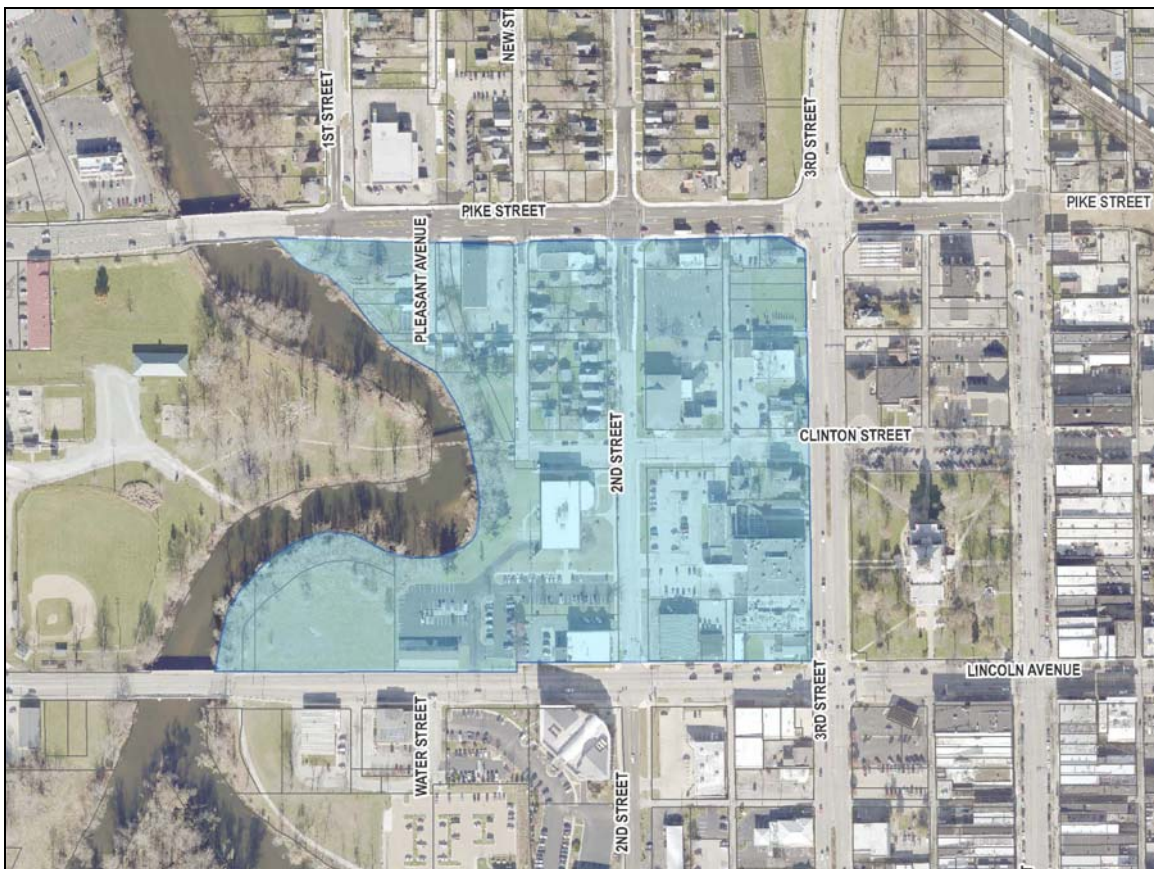
To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Project Manager

Date: July 14, 2020

RE: Request to Issue a Request for Proposals for the Development of a Downtown River District Revitalization Plan

We are requesting the Redevelopment Commission's approval to issue a Request for Proposals for the development of a Downtown River District Revitalization Plan. This project has stemmed from the demolition of the former Elkhart County Jail facility and the goal is to have a planning document created to help guide the redevelopment of this four (4) block area. The district boundaries are shown below. The full RFP is attached and the County has received the document for their review and comment as they are a significant property owner within this corridor.



Request for Proposals
Downtown River District Revitalization Plan
Goshen Redevelopment Commission
City of Goshen, Indiana

Submittal Deadline: August 10, 2020

Introduction

The City of Goshen Redevelopment Commission is requesting proposals from qualified consultants to prepare a Downtown River District Revitalization Plan.

The planning area which is the subject of this RFP, hereafter referred to as Downtown River District, includes approximately 4 blocks of land just west of the Elkhart County Courthouse square in the heart of downtown Goshen. Although the area is substantially developed, there are 3 key areas that are prime candidates for redevelopment. For decades, nearly an entire block west of the courthouse square housed the Elkhart County Jail. The County has relocated its detention facility and has recently had the old facility demolished leaving a significant opportunity for redevelopment. Within the Downtown River District, there are two other sites that are ideally situated for redevelopment and these areas are shown as Exhibit B. Goshen's efforts to revitalize Main Street have been successful along with the redevelopment of the River Race Redevelopment Area to the south and we are now in a position to begin visioning for this District to complete the City's downtown redevelopment efforts. This area is within an existing TIF District, which is overseen by the Goshen Redevelopment Commission, and the goal is to establish a vision for this area to guide comprehensive redevelopment of this corridor. The City is prepared to work with other property owners and businesses in the Downtown River District to set the stage for future economic development in this area.

The purpose of this project is to assess the existing socio-economic and geographic strengths and weaknesses of the area and to identify threats, barriers, and opportunities to improve the economic vitality and quality of life of the District. Subsequently, the Revitalization Plan should recommend redevelopment strategies and actions to enhance private economic investment. Finally, the Plan should identify specific urban design opportunities that support potential catalytic projects that will spur long-term private investment and growth in the Downtown River District.

Project deliverables must be easily integrated into Goshen's ongoing implementation of the following plans: 1) Downtown Plan: 2016 Plan, 2) Maple City Greenways Master Plan – 2010, and 3) City of Goshen Comprehensive Plan & Community Vision 2025. They also must reflect the needs and perspectives of those who live, work and play in the Downtown River District. Goshen's vision of the outputs emphasizes healthy lifestyles, lifetime learning, new residential development, mixed-use developments and neighborhood shopping and dining and complements downtown Goshen's character and respects the integrity of surrounding residential neighborhoods.

Planning Area Boundary

The planning area for the Downtown River Revitalization Plan is an estimated 19 acres just west of downtown Goshen (including the roadways within the district). The boundaries are the Elkhart River on the west, Lincoln Avenue on the south, Third Street on the east and Pike Street on the

north. Please see attached Downtown River District Boundary Map attached as Exhibit A to this RFP. Information regarding the existing zoning for this area is attached as Exhibit C.

Specific Issues to be Addressed

In determining the need for this study, the City of Goshen Redevelopment Commission has identified the following issues to be addressed by the consultant in the development of the Downtown River District Revitalization Plan:

1. Business Retention, Attraction and Market District Housing

New residents create demand for retail and services when previously underutilized property is converted to residential units. This demand attracts commercial investment to the area. They also represent a new workforce and generate opportunities for new employment growth. The Plan should identify collaborative opportunities to enhance and increase the Downtown River District living options through infill, rehabilitation, and new construction.

2. Downtown River District Identity

The Downtown River District needs to identify itself as a place for all to live, conduct commerce and recreate. The City of Goshen Redevelopment Commission would like this planning effort to focus on projects and/or activities that address issues such as safety and security, but also add elements of “place making” to increase the charm, vitality and diversity of the area. The “place making” effort should blend seamlessly with the City’s adjacent neighborhoods and downtown area.

Scope of Work

The Downtown River District Revitalization Plan must clearly articulate an existing yet realistic vision for the area. It should identify catalytic projects that will serve to leverage existing, as well as new, resources. The Plan must outline achievable actions to guide and stimulate further investment in the Downtown River District.

The proposed scope of work is intended to be a general outline of the type of work Goshen anticipates to be included during the planning process. The following scope is not an all-inclusive description of the elements to be included in the plan or associated public engagement activities. In general, the scope of work should, at a minimum, include the following activities:

- Existing Socio-economic and Physical Conditions Analysis
- Stakeholder and Community Engagement
- Market Analysis and Development Strategies
- Revitalization Plan and Project Implementation Strategy

1. Existing Economic and Physical Conditions Analysis

The selected consultant will develop and inventory an assessment of present economic and physical conditions, strengths and weaknesses and special issues facing the Downtown River District. It is expected that the consultant will work closely with city staff and other stakeholders to identify conditions and concerns. A walking tour of the study area is a recommended component of the existing conditions analysis. In addition, the consultant should review and become familiar with previous planning documents, such as the Downtown Plan:

2016 Plan, Maple City Greenways Master Plan – 2010 and City of Goshen Comprehensive Plan & Community Vision 2025.

2. *Collaborative Stakeholder and Community Engagement*

Robust community engagement is integral to this revitalization effort, as it builds ownership, success, and long-term viability of the plan. In addition to the general citizenry, a Downtown River District Steering Committee of residents, property owners, business owners, city and county officials and others are to be involved in all phases of the planning process to discuss project elements, identify preferred outcomes and discuss points of consensus and conflict. As such, the consultant team should explain in their RFP response how it would expect to engage the community as well as communicate and work with the Downtown River District Steering Committee. The response should indicate how and when the consultant team would capture, consider and incorporate community/stakeholder input into the revitalization plan. The consultant team should also detail and previous experiences working with community engagement processes in the development of similar revitalization plans.

3. *Market Analysis and Development Strategies*

The selected consultant team will conduct market research to identify current trends and existing market conditions; evaluate opportunities and constraints for future commercial (including a hotel) and residential growth in the Downtown River District; identify gaps that can be filled by new businesses; and identify potential opportunities in underserved markets and vacant or underutilized buildings. Specific development strategies will be created and reviewed with the Downtown River District Steering Committee. The strategies will identify conceptual private investments that will include residential, commercial and mixed-use developments. Projects will be prioritized based on their catalytic impact on supporting and enhancing immediate private development projects. Furthermore, a place-making design-based plan will illustrate how urban design enhancements will improve the Downtown River District identity and how those enhancements will support private investment opportunities. Extension of the existing trail network is desired along the Elkhart River and should be incorporated. Renderings are to be developed by the consultant team to show redevelopment opportunities and overall development goals for the Downtown River District.

4. *Revitalization Plan and Project Implementation Strategy*

The selected consultant team will prepare a Downtown River District Revitalization Plan that incorporates the above listed analysis and ideas generated by public outreach efforts. The plan should establish a strategic approach and methodology to guide future development and investment in the District. Specifically, the plan should:

- Clearly articulate an exciting yet realistic vision for improving the Downtown River District;
- Identify redevelopment opportunities and strategies to successfully complete catalytic projects (including renderings);
- Propose project phasing by prioritizing short, middle and long-term public and private investment for the next 5-10-15 years, including potential properties to acquire;
- Identify financial resources and mechanisms to fund public and private redevelopment projects, including TIF funds and other incentive approaches, including a projected budget for public improvement costs; and

- Outline performance indicators and a monitoring framework to track progress toward reaching goals and priorities established in the plan.

Relevant Background Documents

The following documents are available by clicking [here](#) or by contacting Becky Hutsell, Redevelopment Project Manager, via e-mail at beckyhutsell@goshencity.com.

- Downtown Plan: 2016 Plan
- Maple City Greenways Master Plan – 2010
- City of Goshen Comprehensive Plan & Community Vision 2025
- Downtown Goshen Boutique Hotel Demand and Feasibility Study - 2014

Deliverables

The Downtown River District Revitalization Plan shall be in such form and detail as required to be presented to, and formally adopted by, the City of Goshen Redevelopment Commission.

The consultant team shall deliver eight (8) printed copies of the approved Downtown River District Revitalization Plan, including all attachments, exhibits and appendices. Additionally, the consultant team will deliver a digital copy of the Plan as a pdf document.

The City of Goshen Redevelopment Commission shall retain all rights to the Plan.

Project Timeline and Budget

The City of Goshen Redevelopment Commission has a budget range of \$50,000 to \$75,000 (inclusive of all expenses) for this project and anticipates a 4-6 month timeline to complete the planning process, resulting in a Downtown River District Revitalization Plan with a final completion date of no later than March 20, 2021.

Selection Criteria

Proposals will be evaluated according to the following factors:

- Experience and availability of key personnel;
- Past performance on similar planning projects that have generated project results;
- Demonstrated understanding of the project and previous “place making” and urban design experience;
- Key personnel’s familiarity with Goshen and it’s goals for the future;
- Experience and creativity in conducting public engagement;
- Proposed project approach, including proposed schedule and budget; and
- Quality and completeness of proposal.

Submittal Format

Proposals should demonstrate a clear understanding of the project and provide a summary of the team’s qualifications, examples of successful projects, and proposed deliverables. Proposals should include the following items:

- Cover letter
- List of references of projects of similar scope
- Project understanding
- Scope of Work

- Project team
- Itemized budget
- Proposed timeline

One (1) hard copy and one (1) digital copy of the proposal should be submitted to the following address:

Mark Brinson
City of Goshen Redevelopment Commission
204 E. Jefferson Street, Suite 6
Goshen, IN 46528

Submission Schedule and Key Dates

- Proposal Due Date: Monday, August 10, 2020 by 3:00 pm ET
- Review of Proposals: August 12 - 24, 2020
- Consultant interviews and/or selection: Week of August 31, 2020
- Recommendation and notification of selected consultant team: September 8, 2020

The City of Goshen Redevelopment Commission may or may not negotiate the fee schedule with one or more offers. The City reserves the right to reject any or all proposals. The City is an Equal Opportunity Employer. The Agreement is tentatively scheduled to be awarded by the Goshen Redevelopment Commission in August 2020. Those wishing additional information may contact Becky Hutsell, Redevelopment Project Manager, via e-mail at beckyhutsell@goshencity.com.

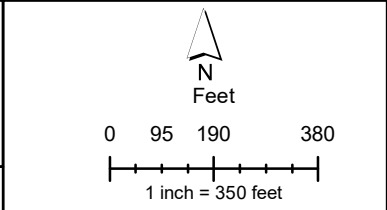
EXHIBIT A



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

**Downtown River District Boundaries
Goshen, Indiana**

Information as of
July 1, 2020

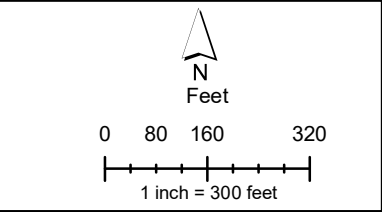


The City of Goshen
Department of
Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626

EXHIBIT B



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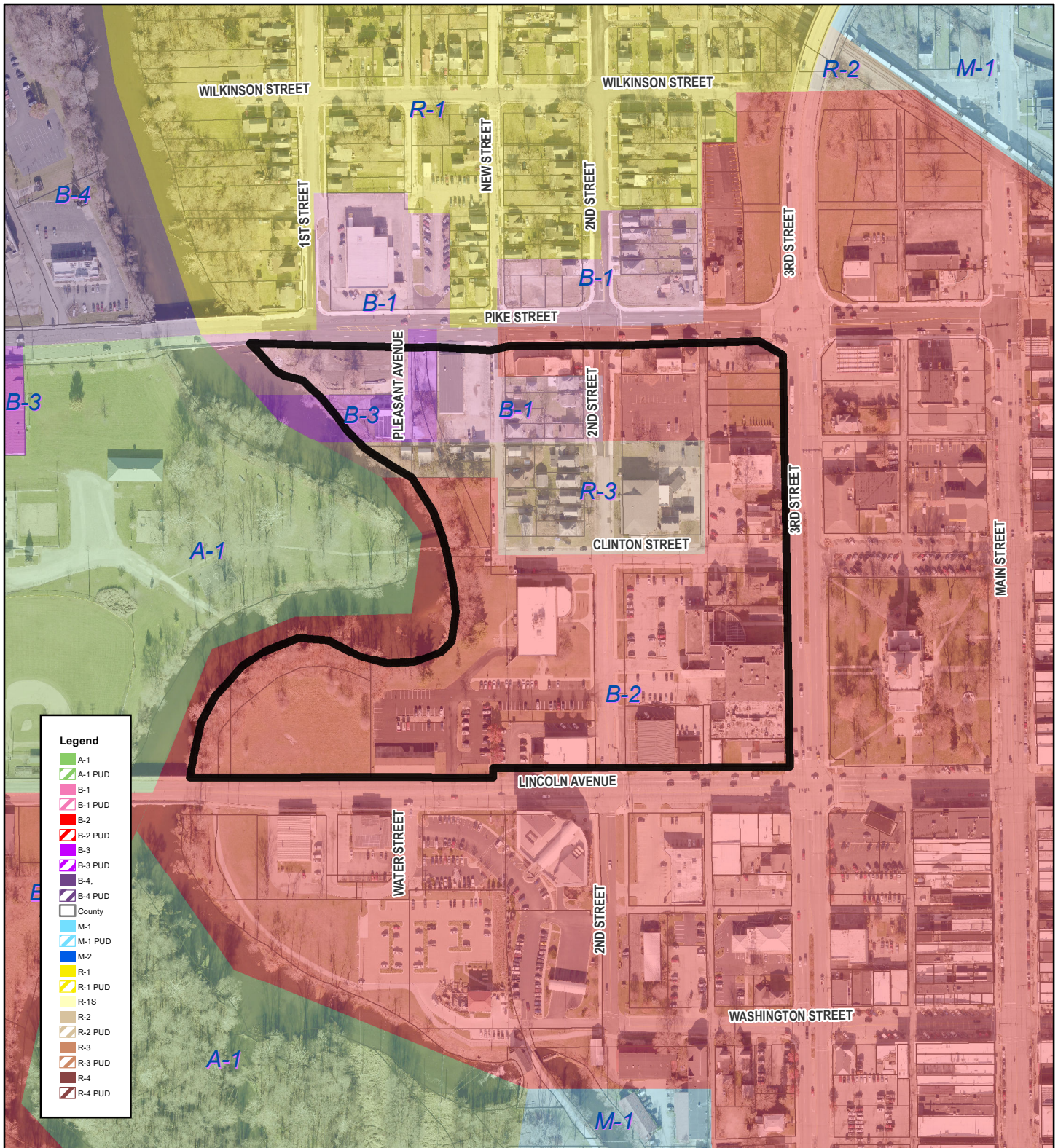


**Downtown River District Priority Redevelopment Areas
Goshen, Indiana**

Information as of
July 1, 2020

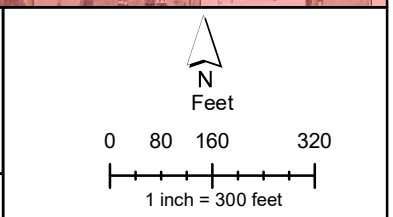
The City of Goshen
Department of
Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626

EXHIBIT C



Legend	
	A-1
	A-1 PUD
	B-1
	B-1 PUD
	B-2
	B-2 PUD
	B-3
	B-3 PUD
	B-4
	B-4 PUD
	County
	M-1
	M-1 PUD
	M-2
	R-1
	R-1 PUD
	R-2
	R-2 PUD
	R-3
	R-3 PUD
	R-4
	R-4 PUD

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Downtown River District Zoning Information Goshen, Indiana

Information as of
July 1, 2020

The City of Goshen
Department of
Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626

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 **June 10, 2020 through July 10, 2020** and finds that entries are allowed in the total amount of **\$401,383.14**

APPROVED on July 14, 2020

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 06/10/20 through 07/10/20

Invoice Date	Payee	Description	Claim #	Line Number	Amount
6/24/2020	Bank of New York Mellon Trust Company, NA (053	Goshen Redevelopment District Refunding Bonds of 20	1726	324-560-00-438.0207	\$17,806.25
6/24/2020	Goshen, City of	Major Moves Loan	1727	480-560-00-438.0100	\$166,500.00
7/2/2020	City of Goshen Utilities	1120 S 11th St sewer balance	1730	406-560-00-439.0930	\$297.61
7/2/2020	City of Goshen Utilities	401 S Third & 204 W Madison sewer balances	1730	480-560-00-439.0930	\$770.96
7/2/2020	Abonmarche (05859)	Steury /Lincoln Avenue Reconstruction	1729	480-560-00-431.0502	\$2,450.00
7/2/2020	Lochmueller Group(09835)	Kercher Road Phase 2	1731	473-560-00-431.0502	\$11,070.60
7/2/2020	Niblock Excavating, Inc. (00653)	Main Street Streetscapes	1732	480-560-00-442.0000	\$33,956.80
7/2/2020	NIPSCO (00014)	708 E Lincoln	1728	406-560-00-435.0101	\$34.84
7/2/2020	NIPSCO (00014)	708 E Lincoln	1728	406-560-00-435.0201	\$15.72
7/6/2020	Yarkshark, LLC	June Mowing	1733	406-560-00-431.0502	\$1,916.25
7/6/2020	Barkes, Kolbus, Rife & Shuler, LLP (00311)	Professional Services - East Lincoln Reconstruction	1734	480-560-00-439.0930	\$111.00
7/7/2020	Eikhart County Circuit Court Clerk	Appraisals for Crowder Holdings	1738	480-560-00-442.0000	\$6,000.00
7/7/2020	Eikhart County Landfill (00587)	Debris from East Lincoln Homes	1735	480-560-00-442.0000	\$263.85
7/7/2020	Niblock Excavating, Inc. (00653)	River Race Drive Extension	1737	480-560-00-442.0000	\$75,873.65
7/7/2020	Redevelopment Association of Indiana (075663)	Annual Dues	1736	406-560-00-439.0301	\$125.00
7/8/2020	Lawson-Fisher Associates, PC (05374)	Northwest Bike Trail	1742	480-560-00-431.0502	\$1,107.28
7/8/2020	Lochmueller Group(09835)	Kercher Road Phase 1	1739	473-560-00-431.0502	\$588.65
7/8/2020	Lochmueller Group(09835)	Kercher Road Phase 1	1741	473-560-00-431.0502	\$8,666.88
7/8/2020	Lochmueller Group(09835)	Kercher Road Phase 2	1740	473-560-00-431.0502	\$48,500.36
7/9/2020	Barkes, Kolbus, Rife & Shuler, LLP (00311)	Legal Services for July 1, 2020- July 30, 2020	1743	406-560-00-431.0502	\$4,271.00
7/10/2020	Advanced Excavating LLC	Demo & Debris Removal - 708 E Lincoln Ave	1746	480-560-00-442.0000	\$20,000.00
7/10/2020	First Response	708 E Lincoln Ave	1745	480-560-00-442.0000	\$1,056.44
Total:					\$401,383.14



July 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 the 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 City is waiting on NIPSCO's subcontractor to address erosion control issues at Pine Manor Drive, and then the Notice of Termination will be applied for. The goal is to complete all items by mid-July.

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

The contractor has been actively working on the project. They are currently working to complete required work items by June 14, weather permitting. Asphalt paving is scheduled for the week of June 8, along with pavement striping, and then shoulder/tree lawn restoration.

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 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 (RFP) was issued in February, 2020 with the initial round of proposals due March 10. No offers were received exceeding the fair market price of \$175,000. A second round of proposals was due April 14 and no proposals were received. The Commission has now met the legal requirements to negotiate a purchase agreement with a prospective buyer, without having to issue a new RFP.

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

The Mayor has asked to place this project on hold until the financial impact of the COVID-19 virus can be determined. Construction will not start in 2020 as originally planned and, with the planned bridge improvements, will likely be pushed back to 2022.

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. It is anticipated that construction will not begin until 2021.

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

The road improvement with Niblock as the contractor is substantially complete. The remaining task is the installation of delineators to mark out the gore areas and a punch list walk-thru. On the City's side, the new decorative signs have been ordered, and staff is working on a contract to remove the signal mast arms. The City is also working with EID to install planters in the gore areas and to clean up the tree wells and install a consistent mulch.

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 has been approved by the Plan Commission. They have begun marketing the townhomes and hope to begin construction on the first unit this year once the subdivision process is complete.

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 contractor started work on the project this week and work is anticipated to be complete in August. There is a project complication where the City has not been able to secure the necessary property from the Crowder Law Office. Legal proceedings are taking place, but project delays should be anticipated because of this property acquisition issue.

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 2020.