



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF SEPTEMBER 8, 2020**

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

The Goshen Redevelopment Commission will meet on September 8, 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. OLD BUSINESS

Resolution 47-2020 – Approve Sale of 65736 State Road 15

4. NEW BUSINESS

Resolution 49-2020 – Authorization to Negotiate and Execute an Agreement with _____ for the Downtown River District Revitalization Plan

Resolution 50-2020 – Approve and Authorize Execution of Agreement with Barak Group, LLC

Resolution 51-2020 – Approve Request to Issue a Request for Proposals for New South Fire Station Study

Resolution 52-2020 – Approve Request to Issue a Request for Proposals for Professional Services for Madison Street Bridge Replacement

Resolution 53-2020 – Approve Request to Issue a Request for Proposals for Professional Services for West Jefferson Streetscapes

Resolution 54-2020 – Authorize Negotiation and Execution of an Agreement with _____ for the Downtown Vault Structural Evaluation

Resolution 55-2020 – Approve and Authorize Execution of Agreement Amendment with Interra Credit Union for Lease of Parking Spaces

Resolution 56-2020 – Approve Execution of Change Order No. 7 for Kercher Road Reconstruction Phase 2

Resolution 57-2020 – Approve Execution of Change Order No. 8 for Kercher Road Reconstruction Phase 2

5. DISCUSSION - Kercher Road Phase 1 Change Order No. 5

6. APPROVAL OF REGISTER OF CLAIMS

7. MONTHLY REDEVELOPMENT STAFF REPORT

8. OPEN FORUM

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

9. ANNOUNCEMENTS

Next Regular Meeting – October 13, 2020 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of August 11, 2020

The Goshen Redevelopment Commission met in a regular meeting on August 11, 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: Andrea Johnson Thomas Stump, Vince Turner, Brett Weddell and Bradd Weddell

Absent: Brian Garber

Commission President Thomas Stump stated the following commissioners were physically present, Andrea Johnson, Vince Turner, Brett Weddell and Thomas Stump. Bradd Weddell is participating by electronic communication

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve the minutes of the July 14, 2020 regular meeting.

The motion was adopted by a vote of 4 in favor and 0 against.

CHANGES TO THE AGENDA

(1:37) Commissioner Stump stated a request has been made to add Resolution 48-2020 to the agenda. There being no objection Resolution 48-2020 was added to the agenda.

OPEN PROPOSALS - Downtown River District Revitalization Plan

(2:13) Commissioner Stump opened the following proposals:

MS Consultants - 115 W Washington St, Indianapolis, IN

Jones Petrie Rafinski - 300 Nibco Parkway, Elkhart IN

Lakota Group – 116 W Illinois St, Chicago IL

Abonmarche Consultants - 1009 S 9th St, Goshen, IN

Commissioner Turner and Commissioner Johnson volunteered to be on the review committee.

NEW BUSINESS

Resolution 45-2020 – Partial Forgiveness of a Loan to Goshen Theater

(6:45) Larry Barkes, Commission Attorney, our agreement with Goshen Theater provided forgiveness of certain obligations if improvements were made and that obligation has been met. There is still an option to forgive the rest if they continue to operate at 51% of performances are available to the general public for a period of 5 years. A COVID-19 condition was added.

(8:59) Doug Nisley, Goshen Theater, stated it has been a great project and we are excited about it.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 45-2020.

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

Ayes: Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 4 in favor and 0 against.

Resolution 46-2020 – Approve Funding Request for Kercher Road Phase 2 Multi-Use Path

(9:47) Dustin Sailor, Director of Public Works, stated that in Phase 1 & 2 of the project there was a segment of sidewalk/multi-use path that originally was part of the intersection project at Kercher & Dierdorff that was not included in either project or the environmental for either project. A survey has been completed and design for the path will be done in house. Preliminary engineer estimate is \$80,000.

(10:50) Questions from commission members regarding why not included in project and type of material and Dustin Sailor responds.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 46-2020.

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

Ayes: Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 4 in favor and 0 against.

Resolution 47-2020 – Approve Sale of 65736 State Road 15

(12:52) Mark Brinson, Community Development Director, gave history of the property and stated that 4 proposals were received, which are included in the packet. Staff recommendation is to establish a committee to review the proposals and interview possible buyers and bring the recommendation to next meeting.

(17:25) Nathan and Amber Butler told the commission of their plans for the property.

(18:00) Questions and comments from commission members regarding the history of the home.

A motion was made by Commissioner Johnson and seconded by Commissioner Weddell to table Resolution 47-2020.

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

Ayes: Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 4 in favor and 0 against.

Commissioner Weddell and Commissioner Johnson volunteered to be on the review committee.

Resolution 48-2020 – Approve Request to Reimburse Roof Repair Expenses at 401 South Third Street

(20:05) Becky Hutsell, Redevelopment Project Manager, earlier this year the City began investigating insurance recovery for City and Redevelopment owned properties from the June 2019 hail storm and damage was identified at 401 South Third Street. The cash value of the claim is \$6920.16. In 2020 a purchase agreement was executed with Chris Russell and per the agreement it was sold as is and has yet to be transferred to Mr. Russell. The insurance recovery had not started when the agreement was put into place.

(21:30) Comments from commission members regarding the claim.

(26:50) Comments from Chris Russell regarding insurance coverage and how new roof will improve home.

(28:45) Larry Barks, Commission Attorney, stated in the process of preparing the closing documents and can add the requirement that the funding to be used for the purpose of replacing the roof.

(29:51) Comments from commission members regarding time of the insurance claim and Dustin Sailor commented on the process.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to adopt Resolution 48-2020.

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

Ayes: Johnson Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 4 in favor and 0 against.

DISCUSSION – Structural Analysis of Main Street Vaults

(36:24) Dustin Sailor, Director of Public Works, gave the history of the downtown vault program. Program was successful with 30 vaults eliminated. Current visual assessment is 27 good, 6 ok and 9 visually bad. Would like to hire structural engineer. Asking commission to fund the structural evaluations.

(41:18) Comments and discussion among commission members and staff.

(49:44) Comments from Mayor Stutsman

(50:02) Discussion between commission members and staff.

UPDATE – Crossing Subdivision

Postponed until next month.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve payment of the Register of Claims totaling \$231,433.50

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 4 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. Commissioner Stump asked Dustin Sailor about the sidewalks on State Road 119 and Mr. Sailor responded that the state is repaving from State Road 15 to Greene Road. Mr. Sailor told the commission about the upgrades at the wastewater treatment plant.

OPEN FORUM

No one from the Commission or the public spoke during the open forum.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for September 8, 2020 at 3:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to adjourn the meeting. The motion was adopted by a vote of 4 in favor and 0 against.

The regular meeting was adjourned at 4:12 p.m.

APPROVED on September 9, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Executive Session of August 28, 2020

The Goshen Redevelopment Commission met in an executive session on August 28, 2020 pursuant to the notice given. The executive session was held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

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

Present: Brian Garber, Andrea Johnson, Vince Turner, Brett Weddell and Bradd Weddell
Absent: Thomas Stump

PURPOSE OF EXECUTIVE SESSION

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

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

ADJOURNMENT

The executive session was adjourned at 3:26 p.m.

APPROVED on September 8, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 47-2020

Approve Purchase Agreement for 65736 State Road 15

WHEREAS the Commission approved the listing agreement for 65736 State Road 15 on March 12, 2019.

WHEREAS four (4) offers have been received.

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

1. The Commission approves the purchase agreement from Nathan & Amber Butler for the purchase of 65736 State Road 15.
2. Community Development Director Mark Brinson is authorized to negotiate and execute the purchase agreement on behalf of the City of Goshen and Goshen Redevelopment Commission with Nathan & Amber Butler for the purchase of 65736 State Road 15.

PASSED and ADOPTED on September 8, 2020.

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Project Manager

Date: September 8, 2020

RE: Request to Approve Agreement for the Sale and Purchase of Real Estate at 65736 SR 15

At last month's meeting, a memo was provided to the Commission detailing four (4) offers received for the RDC-owned property at 65736 SR 15. Andrea Johnson and Brett Weddell volunteered to be part of a selection committee to review the proposals and make a recommendation on moving forward.

It was agreed upon by the selection committee that the offer received from Nathan and Amber Butler be selected to negotiate with further. Their initial offer was as follows:

- Purchase Price: \$40,000
- Intended Use: Single-family home for personal use
- Renovation Proposal: Extensive renovation plan submitted with offer. Buyer estimates that initial renovation budget will be approximately \$69,000.
- Contingencies/conditions: Contingent on sale of current home in Goshen, independent inspection.

Following our selection committee meeting, staff met with the Butler's and talked through the proposed purchase agreement. The Butler's have agreed to increase their purchase price to \$50,000 (\$10,000 increase from initial offer) with the agreement that they pay \$30,000 at the time of closing with the City holding a mortgage on the property for a period of five (5) years for the remaining balance of \$20,000.

Although this offer is less than the others received, it is the only offer that will return the property to a single-family use with significant improvements to the property planned. The selection committee is recommending that the Redevelopment Commission approve the Agreement for the Sale and Purchase of Real Estate at 65735 SR 15 (copy attached).

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on September ____, 2020 by City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (Redevelopment) and Nathan A. Butler and Amber D. Butler, Husband and Wife (Purchaser).

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Redevelopment agrees to sell and Purchaser agrees to purchase the following real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known 65736 State Road 15, Goshen, Indiana, 46526, and more particularly described as follows:

Part of Lot 7 in SUNNY ACRES SUBDIVISION, in the Southeast corner of Section 28, and in the Southwest corner of Section 27, in Elkhart Township, more particularly described as follows:

Beginning at the iron pipe marking the Southwest corner of said Lot Number 7 and running North 0 degrees 30 minutes West One Hundred Six and Two Tenths (106.2) feet to an iron stake; South 89 degrees 23 minutes East Two Hundred Forty-five (245) feet to an iron stake; South 0 degrees 30 minutes East One Hundred Three and Seventy-five Hundredths (103.75) feet to an iron stake on the South line of Lot 7 aforesaid; West Two Hundred Forty-four and Seven Tenths (244.7) feet to the point of beginning as recorded in Plat Book 3, page 147 of the records in the Office of the Recorder of Elkhart County, Indiana.

Parcel No. 20-11-27-301-009.000-014

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

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

PURCHASE PRICE

Purchaser agrees to pay and Redevelopment agrees to accept the total sum of Fifty Thousand Dollars (\$50,000.00). Purchaser agrees to pay Redevelopment the sum of Thirty Thousand Dollars (\$30,000.00) at the closing and agrees to execute a mortgage in favor of Redevelopment in the amount of Twenty Thousand Dollars (\$20,000.00) to be paid in full by Purchaser five (5) years from the date of the closing.

MORTGAGE

- 1) Purchaser agrees to mortgage to Redevelopment the Real Estate together with all rights, privileges, interest, easements, appurtenances, fixtures, and improvements now or hereinafter belonging or allocated to the Real Estate.

- 2) The mortgage is given to secure the payment of Twenty Thousand Dollars (\$20,000.00) together with all accrued interest and unpaid real estate taxes for which purchaser is obligated.
- 3) The mortgage shall incur no interest until October 1, 2023. If the mortgage remains unpaid the unpaid amount shall accrue interest at the rate of two (2) percent until October 1, 2025. Beginning on October 1, 2025 the mortgage shall accrue interest in the amount of six (6) percent on the unpaid balance.
- 4) Purchaser may pay the mortgage in full at any time or may pre-pay the mortgage in part at any time. If the mortgage is prepaid Purchaser is not relieved of the obligation to make monthly payments in the amount specified in this agreement except for the month in which the larger prepayment is made.
- 5) Purchaser is not obligated to make any payment on the mortgage until October 1, 2023. Beginning October 1, 2023 Purchaser shall pay the mortgage on the first of every month at the rate of Five Hundred Dollars (\$500.00) plus accrued interest. Any remaining principal and accrued interest shall be paid in full on or before October 1, 2026.
- 6) City agrees to subrogate this mortgage to a first mortgage incurred by Purchaser if such first mortgage is used to finance the purchase price and/or required repairs.

CLOSING

A closing will be held within thirty (30) days of Purchaser closing on the sale of their home, but no later than March 31, 2021 unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

WARRANTY DEED

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

TAXES AND ASSESSMENTS

Redevelopment shall pay the real estate taxes and assessment for 2020 due and payable in 2021. Purchaser shall pay real estate taxes and assessments for 2021 due and payable in 2022. and Purchaser shall pay all real estate taxes and assessments thereafter.

RISK OF LOSS

Purchaser shall assume the risk of loss beginning on the date of closing

WARRANTIES

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

HOMEOWNERS INSURANCE

- 1) Purchaser shall deliver to Redevelopment a copy of a homeowner's policy covering all of the structures on the Real Estate from hazards in an amount at least equal to Redevelopments mortgage.
- 2) Purchaser shall maintain the homeowner's policy covering the Real Estate in full force and effect listing Redevelopment as a loss payee at all times until the purchase price, accrued interest, taxes, assessments, and insurance premiums are fully paid by Purchaser. If Purchaser does not maintain homeowner's insurance on the property Redevelopment may purchase insurance to cover the value of Redevelopment's mortgage and add the cost of such insurance to the principle balance owed by the Purchaser.
- 3) City made a claim to the City's insurance carrier for damages to the roof of the Real Estate caused by hail. The City received a payment from the insurance carrier. City agrees to pay the insurance proceeds into an escrow account. Once the roof on the real estate is repaired by a contractor selected by Purchaser and approved by Redevelopment, the City will instruct the escrow agent to pay the roofing contractor the sum of Six Thousand Nine Hundred Twenty Dollars and Sixteen Cents (\$6,920.16) as partial payment of the roof repair.

DEFAULT

- 1) If either party to this agreement fails to do any act required by this agreement, by the mortgage to be executed; or fails to conform to any term or condition of this agreement, such party shall be considered in default.
- 2) If Purchaser does not pay or fulfill any obligation in this agreement and thirty (30) days after receiving notice of default from Redevelopment will be considered in breach of this agreement.
- 3) Upon breach, the non-breaching party may seek any and all remedies available in law or in equity including the right to seek specific performance to obtain payment in full of all outstanding obligations.

MISCELLANEOUS

- 1) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
- 2) In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
- 3) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

- 4) In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 5) All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- 6) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Purchaser.

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

Purchaser

Redevelopment

 Nathan A. Butler
 Date: _____

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

 Amber D. Butler
 Date: _____

Date: _____

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared **Nathan A. Butler**, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 20_____.

 Printed Name: _____
 Notary Public of _____ County, Indiana
 My Commission Expires: _____
 Commission Number: _____

EXECUTED and DELIVERED in my presence:

Witness Signature: _____

Witness Printed Name: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared [Witness Name] _____, being known to me or whose identity has been authenticated by me to be the person whose name is subscribed as a Witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by _____ in the above-named subscribing Witness's presence, and that the above-named subscribing Witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or any proceeds as a result of the transaction.

Witness my hand and Notarial Seal this ____ day of _____, 20 ____.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared **Amber D, Butler**, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 20 ____.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

EXECUTED and DELIVERED in my presence:

Witness Signature: _____

Witness Printed Name: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared [Witness Name] _____, being known to me or whose identity has been authenticated by me to be the person whose name is subscribed as a Witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by _____ in the above-named subscribing Witness's presence, and that the above-named subscribing Witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or any proceeds as a result of the transaction.

Witness my hand and Notarial Seal this _____ day of _____, 20_____.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared **Mark Brinson**, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 20_____.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

EXECUTED and DELIVERED in my presence:

Witness Signature: _____

Witness Printed Name: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared [Witness Name] _____, being known to me or whose identity has been authenticated by me to be the person whose name is subscribed as a Witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by _____ in the above-named subscribing Witness's presence, and that the above-named subscribing Witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or any proceeds as a result of the transaction.

Witness my hand and Notarial Seal this _____ day of _____, 20_____.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

RESOLUTION 49-2020

**Authorization to Negotiate and Execute an Agreement with _____
for the Downtown River District Revitalization Plan**

WHEREAS four (4) proposals were received in response to the Commission's Request for Proposals for the Downtown River District Revitalization Plan.

WHEREAS a selection committee consisting of nine (9) members of both City Staff, two (2) Commission Members and stakeholders, was formed to choose from the four (4) proposals;

WHEREAS the selection committee narrowed the choices down to two (2) proposals and interviews will be conducted prior to the Commission meeting and a recommendation will be brought to the meeting.

NOW, THEREFORE, BE IT RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Agreement with _____ for the Downtown River District Revitalization Plan on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on September 8, 2020.

Thomas W. Stump, President

Andrea Johnson, Secretary



Department of Community Development
CITY OF GOSHEN

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Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Project Manager

Date: September 8, 2020

RE: Authorize Negotiation and Execution of an Agreement with ____ for the
Downtown River District Revitalization Plan

At the August 2020 Redevelopment Commission meeting, four (4) proposals were received in response to the RFP issued for the development of a Downtown River District Revitalization Plan. The proposals received were from the following firms:

1. Abonmarche
2. JPR
3. The Lakota Group
4. MS Consultants

A review committee, consisting of nine (9) members including city staff, Commission members and other stakeholders participated in scoring the proposals based upon the criteria set forth in the RFP. Once scores were compiled, the committee agreed to request interviews from the top ranked firms. Two (2) interviews will be conducted on Tuesday, September 8th, in the morning and we will bring a recommendation to the Commission meeting that afternoon.

RESOLUTION 50-2020

Approve and Authorize Execution of Agreement with Barak Group, LLC

WHEREAS the City of Goshen and Barak Group, LLC entered into an Agreement for the Development of Stormwater Facilities on the 28th Day of August, 2018.

WHEREAS the parties wish to terminate the August 28, 2018 Agreement and enter into the attached Agreement setting forth the projects to be funded by the tax increment financing funds generated by the Plymouth Avenue Economic Development Area.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement with Barak Group, LLC attached to and made a part of this resolution.

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

PASSED and ADOPTED on September 8, 2020.

President

Secretary



**Department of Community Development
CITY OF GOSHEN**

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Memorandum

To: Redevelopment Commission
From: Becky Hutsell, Redevelopment Project Manager
Date: September 8, 2020
RE: Request to approve Agreement with the Barak Group for the Plymouth Ave Economic Development Area

PLYMOUTH AVENUE TIF BACKGROUND

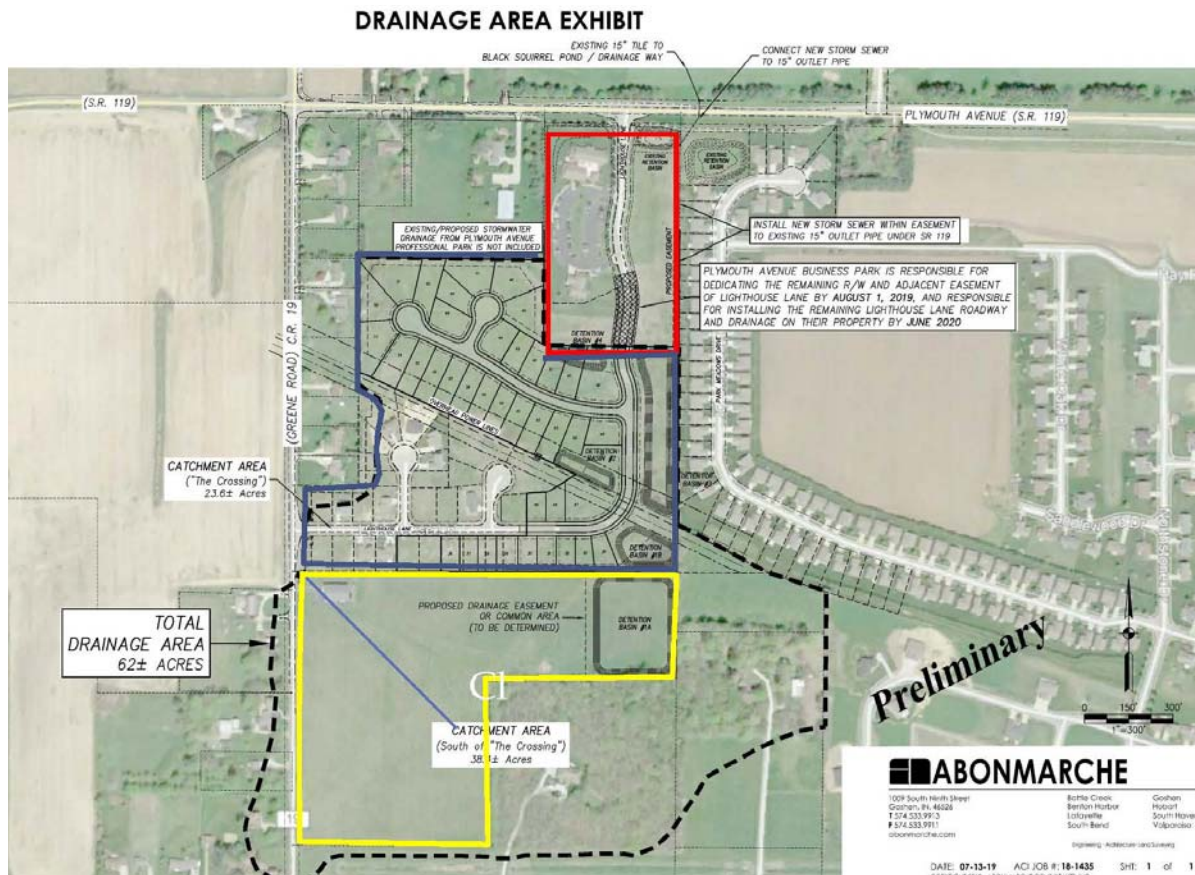
This TIF was established in 2007 and encompasses the land owned by Pilgrim Partners, LLC as shown below. The establishment of the TIF coincided with the construction of Fairhaven's offices and subsequent development of the Goshen Birthing Center. The TIF expired on December 31, 2019, and after our final receipt of funds this year, it will have collected approximately \$550,000. To date, no projects have been undertaken with the available funds.



At the time that the TIF was established, the stormwater issues within this area of town were not fully understood. During Fairhaven's construction and the construction of The Crossing residential neighborhood to the south, stormwater runoff and flooding issues were realized. City Engineering conducted a drainage study in 2012 and because of the issues noted in the study, stormwater improvements were added to the TIF's approved project list in 2013.

In 2018, the Redevelopment Commission entered into an agreement with the Barak Group for stormwater improvements for this area. The agreement committed the available TIF funding for the project. Barak Group acquired The Crossing subdivision from the bank after the previous developer defaulted on the property. Because of the identified drainage issues, full development of their project is not possible until a stormwater remedy is put into place.

Per the agreement, Barak Group has been working with Abonmarche Consulting to develop a conceptual plan to address the stormwater problems generated from approximately 62 acres of drainage basin. In order for the plan to work, stormwater facilities are needed for Barak’s property as well as the Pilgrim Partners property to the north and the undeveloped land owned by MR Realty to the south and all three areas will need to be tied together with piping to properly function. For the past several months, we’ve been working with both of the adjacent property owners to put together agreements regarding their contributions to the overall plan. The conceptual plan for the proposed improvements is as follows:



In order to make the overall project function, the Redevelopment Commission entered into agreements with Pilgrim Partners, LLC and MR Realty, LLC in December 2019 with the following terms:

SUMMARY OF THE AGREEMENT TERMS WITH PILGRIM PARTNERS, LLC

1. City shall pay for the engineering, application fees and recording costs incurred to obtain secondary subdivision (final plat) approval and a replat of the Plymouth Avenue Professional Park, if necessary, that incorporates and includes the stormwater facilities required by the stormwater retention/detention plan developed by Abonmarche and dated July 13, 2019.
2. Pilgrim Partners shall grant to the City a utility easement twenty feet (20’) in width, running north and south along the east boundary of the Plymouth Avenue TIF that would allow the City to install a tile to

carry stormwater from the development parcels to the south to an existing stormwater tile running along Plymouth Avenue (SR 119).

3. City shall allow Pilgrim Partners to connect an overflow pipe from the stormwater detention facility that serves their current development to the stormwater tile the City shall install on its easement along the east boundary of the Plymouth Avenue TIF. City shall install the connection as part of the overall project and regrade the slopes the existing pond on Pilgrim Partners' property at that time to allow for improved maintenance of the pond but capacity of the pond shall not decrease.
4. City shall remove existing landscaping along the east boundary line of the Pilgrim Partners property to allow for the construction of the stormwater infrastructure. Once installed, the City shall purchase and install a six (6) foot vinyl privacy fence along the property line to satisfy the buffer requirements established by the Goshen Zoning Ordinance due to the proximity of a residential development to the east.

SUMMARY OF THE AGREEMENT TERMS WITH MR REALTY IV, LLC

1. MR Realty IV shall allow the City to construct a stormwater detention basin facility on the northeast portion of the MR Realty IV Real Property as depicted.
2. The size of the stormwater detention basin facility planned for the MR Realty IV Real Property is designed to accommodate future villas, duplexes or single-family residential development, and any other type of development on the MR Realty IV Real Property may require additional stormwater detention facilities on their property.
3. The City shall supply and erect a vinyl-coated chain link fence around the perimeter of the stormwater detention basic facility.
4. The City shall maintain the stormwater detention basin facility on the northeast portion of the MR Realty IV Real Property with mowing two or three times per year once the basin is established, and the City's obligation to maintain such facility shall continue until such time as construction of any structure commences on any portion of the MR Realty IV Real Property, at which time the City shall no longer have an obligation to maintain the stormwater detention basin facility.
5. MR Realty IV shall grant to the City access across the MR Realty IV Real Property for purposes of construction and maintenance of the stormwater detention facility the City shall construct.
6. MR Realty IV shall grant to the City an easement for stormwater purposes over that portion of the MR Realty IV Real Property for the construction of the stormwater detention basin facility, make the stormwater detention basin facility of a plat, or record an appropriate instrument to preserve sufficient real property to support the stormwater detention basin facility.
7. All soil excavated to construct the stormwater detention facility on MR Realty IV's land shall remain on-site for their future use.

CURRENT PROJECT STATUS

Although it was anticipated that The Crossing would proceed in 2020 with full project design to allow for construction, the pandemic delayed project commencement. In a call with the Barak Group in late August, they indicated that they are not ready to proceed at this time due to uncertainty with the market. Because the Redevelopment Commission's funding needs to be committed before the end of 2020, we are opting to proceed with the project **minus** the stormwater improvements to the undeveloped portion of The Crossing subdivision development as the planned project provides necessary stormwater improvements for this entire area. All obligations that we've committed to in the agreements with Pilgrims Partners, LLC and MR Realty, LLC will still be satisfied through the City's stormwater project.

We have prepared an agreement with the Barak Group that will have the following results:

1. Terminate all previous obligations by the Barak Group.

2. Provide to the City a 25' easement along the east property line of the Barak Group property at no cost to allow for installation of a stormwater pipe connecting the stormwater from MR Realty's land to Pilgrim Partner's land.
3. Permit the City to utilize all design data compiled to date by Abonmarche for the Barak Group at no cost.

The City will utilize the existing design data to proceed to full project design with the intention of bidding the overall project before the end of 2020. Much of the work to be completed can be completed during the winter months and we anticipate that the stormwater project will be completed by the end of Summer 2021.

Barak Group understands that additional stormwater improvements will be needed within their site prior to being permitted to complete their development.

We are requesting that the Commission approved the Agreement with Barak Group to allow for this project to continue forward. The Commission's contribution to the project will be limited to the funding available in the Plymouth Ave TIF and the City Stormwater will be funding the remainder of the project cost.

AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2020, by and between **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (Redevelopment), and **Barak Group, LLC**, a Delaware limited liability company (Barak).

WHEREAS Redevelopment and Barak entered into an Agreement for the Development of Stormwater Facilities on the 28th Day of August, 2018 which covers approximately twenty-four acres of real estate owned (or previously owned) by Barak located south of Plymouth Avenue/State Road 119 and east of County Road 19 as more particularly described in Exhibit A and depicted in Exhibit B.

WHEREAS Redevelopment has Five Hundred Twenty-three Thousand Two Hundred Twenty-one Dollars (\$523,221) in tax increment financing (TIF) funds for the Plymouth Avenue Economic Development Area and is expected to receive Twenty-eight Thousand Four Hundred Eighty-five Dollars (\$28,485) in additional TIF funds to be paid by December 31, 2020 for total TIF funds of Five Hundred Fifty-one Thousand Seven Hundred Five Dollars (\$551,705).

WHEREAS the Plymouth Avenue Economic Development Area (Plymouth Avenue TIF) terminated on December 31, 2019, but TIF funds will be received through December 31, 2020.

WHEREAS Redevelopment needs to have Plymouth Avenue TIF funds spent or under contract by December 31, 2021.

WHEREAS Redevelopment agreed to use the available Plymouth Avenue TIF funds for a stormwater project described in the August 28, 2018 Agreement between Redevelopment and Barak; however, Barak's development is not progressing quickly enough to meet the Plymouth Avenue TIF deadlines.

WHEREAS Redevelopment agrees to use the Plymouth Avenue TIF funds as described below.

NOW THEREFORE in consideration of the mutual promises, terms and conditions to be kept and performed by Redevelopment and Barak, the parties agree as follows:

TERMINATION OF AUGUST 28, 2018 AGREEMENT

- (1) Under the August 28, 2018 Agreement, Barak agreed to design a stormwater retention/detention plan for certain real estate owned or controlled by Barak as more particularly described in Exhibit A and depicted in Exhibit B.
- (2) Barak has not designed the stormwater retention/detention facility as contemplated by the August 28, 2018 Agreement.
- (3) Redevelopment's funding originally committed for this project is generated by the Plymouth Avenue Economic Development Area (Plymouth Avenue TIF). The Plymouth Avenue TIF shall receive its last payment on or about December 31, 2020.
- (4) The Plymouth Avenue TIF expired on December 31, 2019, but will produce TIF funds until December 31, 2020.
- (5) Redevelopment needs to have a project under contract by December 31, 2021 or risk losing the unspent TIF funds.
- (6) Redevelopment and Barak agree to terminate the August 28, 2018 Agreement.

PROJECT

Redevelopment agrees to use the Plymouth Avenue TIF funds as follows:

- (1) Redevelopment will design and construct an extension of Lighthouse Lane from its current location in the Plymouth Avenue TIF to the south edge of the Plymouth Avenue TIF.
- (2) Redevelopment has acquired a stormwater retention/detention area adjacent to Park Meadows Drive, Goshen, Indiana, and agrees to acquire the rights to use a stormwater retention/detention area owned by Pilgrim Partners, LLC (Pilgrim) on the south side of Plymouth Avenue/State Road 119 and east of Lighthouse Lane.
- (3) Barak will provide to Redevelopment the survey work and the drainage concept layout completed to date by or on behalf of Barak. Barak will not seek reimbursement from Redevelopment for such plans, drawings and other documents completed to date.
- (4) Redevelopment will design and pay for a stormwater plan that covers real estate owned by Redevelopment, City, Pilgrim and the easement to be provided by Barak.
- (5) Redevelopment agrees to connect the two northern detention/retention areas and to improve the two retention/detention areas to maximize their efficiency. In addition, Redevelopment will design and construct a release under Plymouth Avenue/State Road 119 to the north side of Plymouth

Avenue/State Road 119. Further, Redevelopment will regrade the slopes of the retention/detention areas to permit better maintenance of the stormwater facilities.

- (6) Redevelopment will provide or pay for the necessary application and recording fees incurred by Pilgrim to replat Plymouth Avenue Professional Park and obtain any required zoning clearances.
- (7) Barak will donate an easement to the City of Goshen to permit Redevelopment to extend a stormwater pipe from the south boundary of Barak's real estate to the north boundary of Barak's real estate connecting the pipe to the stormwater retention/detention areas to the north. The easement will begin at the eastern boundary of Barak's real estate and extend twenty-five feet (25') to the west.
- (8) Redevelopment will design and construct a stormwater pipe connecting the City's and Pilgrim's stormwater retention/detention areas south across Pilgrim's real estate to Barak's real estate, and may include installation of appropriate fencing. The stormwater pipe will then be extended from the north boundary of Barak's real estate to the south boundary of the real estate.
- (9) Redevelopment agrees to provide a legal description for the Barak's stormwater pipe easement at Redevelopment's expense. Barak agrees to donate the easement to Redevelopment. It is acknowledged that Barak has transferred the real estate to The Crossings Development, LLC, and the easement will need to be granted to the City of Goshen by The Crossings Development, LLC as the current owner.
- (10) Nir Davison acknowledges that he is a principal in The Crossings Development, LLC and has authority to execute this agreement on behalf of The Crossings Development, LLC. Nir Davison is also a principal in Barak Group, LLC and has authority to execute this agreement on behalf of Barak Group, LLC.
- (11) Redevelopment grants Barak the right to connect to the stormwater pipe within Barak's easement in a manner that provides stormwater to efficiently flow into the retention/detention areas. The connection is to be made in accordance with local and state requirements and at a location and in a manner approved by the Goshen City Engineer. The connections to the stormwater pipe will be at the cost of Barak.
- (12) In the event that all of the Plymouth Avenue TIF funding is not completely used for items (1) through (9), any remaining funding will be used to extend the stormwater pipe further to the south.

MISCELLANEOUS

- (1) If it becomes necessary for any party to this agreement to institute litigation in order to enforce or construe the terms and provisions of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such litigation from the non-prevailing party.

- (2) No remedy conferred upon any party in this agreement is intended to be exclusive of any other remedy provided or permitted by law, but each remedy shall be cumulative and shall be in addition to any other remedy given under the terms of this agreement or existing at law or equity. Every power or remedy provided in this agreement may be exercised concurrently or independently and as often as deemed appropriate.
- (3) This agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The venue for any action brought by any party relating to or arising out of this agreement shall be in Elkhart County, State of Indiana.
- (4) This agreement contains the entire agreement between the parties respecting the matters set forth.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement on the dates set forth below.

City of Goshen, Indiana
Goshen Redevelopment Commission

Mark Brinson, Community Development Director

Date: _____

EXECUTED and DELIVERED in my presence:

Witness Signature: _____

Witness Printed Name: _____

Barak Group, LLC

Nir Davison, Member

Date: _____

EXECUTED and DELIVERED in my presence:

Witness Signature: _____

Witness Printed Name: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Nir Davison, Member of Barak Group, LLC, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2020.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, personally appeared [Witness Name] _____, being known to me or whose identity has been authenticated by me to be the person whose name is subscribed as a Witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Nir Davison, Member of Barak Group, LLC in the above-named subscribing Witness's presence, and that the above-named subscribing Witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or any proceeds as a result of the transaction.

Witness my hand and Notarial Seal this ____ day of _____, 2020.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Mark Brinson, Community Development Director on behalf of the Goshen Redevelopment Commission and City of Goshen, Indiana, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2020.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared [Witness Name] _____, being known to me or whose identity has been authenticated by me to be the person whose name is subscribed as a Witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Mark Brinson, Community Development Director on behalf of the Goshen Redevelopment Commission and City of Goshen, Indiana in the above-named subscribing Witness's presence, and that the above-named subscribing Witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or any proceeds as a result of the transaction.

Witness my hand and Notarial Seal this ____ day of _____, 2020.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

This instrument was prepared by Larry A. Barkes, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 533-9536.

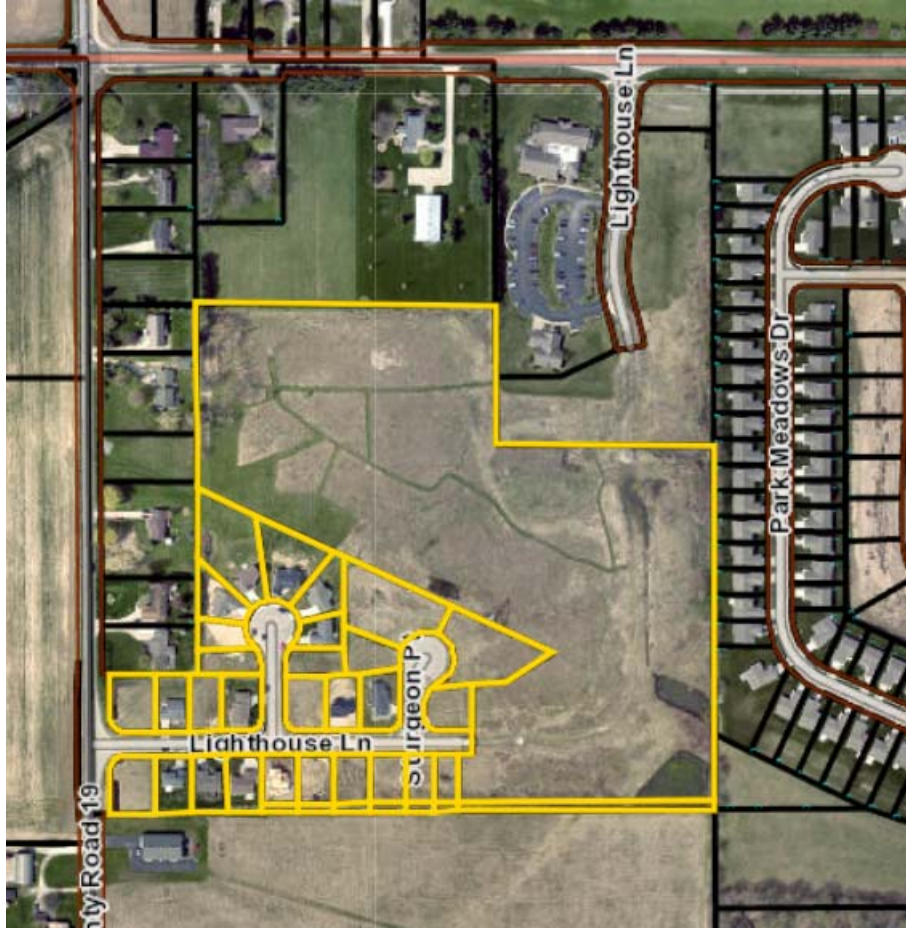
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry A. Barkes).

EXHIBIT A

A part of the southwest quarter of Section 17, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, being more particularly described as follows:

Commencing at a county monument marking the southwest corner of the southwest quarter of said Section 17; thence on an assumed bearing of North 00 degrees 00 minutes 51 seconds East along the west line of the southwest quarter of said Section 17 and the centerline of County Road number 19, a distance of 1072.49 feet to a mag nail marking the point of beginning of this description; thence continuing North 00 degrees 00 minutes 51 seconds East along the west line of the southwest quarter of said Section 17 and the centerline of County Road number 19, a distance of 292.55 feet to the southwest corner of the Plat of Hay's Farm Subdivision, a subdivision in Elkhart Township, said Plat being recorded in the Office of the Recorder of Elkhart County in Plat Book 16, page 8; thence South 89 degrees 09 minutes 09 seconds East along the south line of Lot Number One (1) as said Lot is known and designated on the Plat of said Hay's Farm Subdivision and the extension thereof, a distance of 225.00 feet to the southeast corner of said Lot Number One (1); thence North 00 degrees 00 minutes 51 seconds East along east line of Lot Number One (1) through Lot Number Seven (7), inclusive, as the said Lots are known and designated on the Plat of said Hay's Farm Subdivision, a distance of 773.40 feet to a rebar marking the southwest corner of a parcel of land conveyed to Larry W. Shirk and Esther Mae Shirk as described and recorded in the Office of the Recorder of Elkhart County in instrument number 98 021249; thence South 89 degrees 06 minutes 27 seconds East along the south line of said Shirk parcel, a distance of 628.57 feet to a rebar marking the southeast corner of said Shirk parcel; thence South 00 degrees 13 minutes 00 seconds West along the west line of a parcel of land conveyed to DJ Construction Co., Inc. as described and recorded in the Office of the Recorder of Elkhart County in instrument number 2006 32973; thence South 00 degrees 13 minutes 00 seconds West along the west line of said DJ Construction Co., Inc. parcel, a distance of 288.46 feet to a rebar marking the southwest corner of said DJ Construction Co., Inc. parcel; thence South 89 degrees 06 minutes 27 seconds East along the south line of said DJ Construction Co., Inc. parcel, a distance of 458.18 feet to a rebar on the west line of the Plat of the Villas of Park Meadows at Clover Trails, Section 2, a subdivision in Elkhart Township, said Plat being recorded in the Office of the Recorder of Elkhart County in Plat Book 31, page 35; thence South 00 degrees 27 minutes 00 seconds West along the west line of the Plat of said the Villas of Park Meadows at Clover Trails, Section 2, a distance of 757.68 feet to a rebar; thence North 89 degrees 56 minutes 53 seconds West, a distance of 1304.81 feet to the point of beginning of this description containing 24.7 acres, more or less, being subject to all easements, restrictions and public rights of way of record.

EXHIBIT B



RESOLUTION 51-2020

Approve Request to Issue a Request for Proposals for New South Fire Station Study

WHEREAS a request to issue a Request for Proposals (RFP) for New South Fire Station Study. The RFP will evaluate the proposed site, develop a Program of Requirements for the elements to be included in the new facility and then develop a final schematic design with cost estimates.

WHEREAS the deadline for receipt of the proposals is October 12, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the Redevelopment Commission authorizes the issuance of a Request for Proposals for New South Fire Station Study which is attached to and made part of this resolution.

PASSED and ADOPTED on September 8, 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: September 8, 2020

RE: Request to Issue RFP for New South Fire Station Study

The Commission's Five-Year Capital Plan includes funding to design a new south fire station and also to contribute towards the construction of the new facility. There is \$200,000 allocated towards design for 2020 and \$2,500,000 towards construction for 2022.

In advance of full project design, an RFP has been developed to evaluate the proposed site along Dierdorff, develop a Program of Requirements for the elements to be included in the new facility and then develop a final schematic design with cost estimates for the desired station. The final study documents will then guide the full design and construction of the new south station. A copy of the RFP is attached.

We are requesting permission to issue the RFP for professional services for the new south fire station study. The deadline for the receipt of proposals will be October 12, 2020.

Request for Proposals
New South Fire Station Study
Goshen Redevelopment Commission
City of Goshen, Indiana

Submittal Deadline: October 12, 2020

INTRODUCTION

The City of Goshen Redevelopment Commission is requesting proposals from qualified consultants to prepare a New South Fire Station Study.

There are currently three (3) City-operated fire stations within the City. The purpose of this study will be to evaluate new locations for the existing south station including benefits to the services provided based upon selected location, identification of the desired elements to be incorporated and site design for the preferred site, including development of a site plan, building design and associated cost estimates. It is expected that all tasks will be compiled into one (1) comprehensive document that can be utilized to move this project forward to final design and construction.

There is a proposed site, located along Dierdorff Road, that is owned by Greencroft and will be the first site evaluated as a donation of the land has been discussed. If that Greencroft site is determined to not be a suitable location, additional sites will be evaluated. Exhibit A is a map showing the current station locations and coverages followed by a map showing the proposed location for the new station and expected coverages.

Throughout this process, the selected consultant will work with a designated Fire Station Study Committee comprised of Goshen Fire Department personnel and other City staff to assist in decision making for the project.

SCOPE OF WORK

The scope of work for this project is as follows:

1. Task 1 – Site Location Analysis (concurrent with Task 2)

The City has had preliminary discussions regarding acquisition of a parcel of land on Dierdorff Road. The Selected Consultant will analyze the proposed location's suitability based on the criteria outlined by the City. Selected Consultant will utilize GIS drive-time simulations to analyze the service areas based on optimum response times and current response times at different times of the day, simulating various traffic volumes, which impact response times. Process may include the following:

- Geocoding and analyzing historic dispatch data to calibrate the coverage model based on actual response times.
- Analyzing the current coverage area and response times of existing station locations.
- Determine predicted coverage areas and response times for the proposed site identified by the City.
- Prepare a written report including a summary of the analysis, methodology and all associated maps.

The data collected should establish the baseline of current coverage and identify potential gaps, along with service overlaps based on current station locations that lead to inefficient dispatch loads. Some data will be available to the selected Consultant based on previous investigations in fire coverage. Selected Consultant should evaluate the location identified by the City to determine if it provides improved coverage and lessens overlap areas through response time scenarios. Site should also be

evaluated for suitability based on function and building orientations defined during the Initial Building and Site Layout Study (Task 3A).

If it is determined that the proposed site is not feasible, the Selected Consultant will explore and identify up to three (3) additional sites and provide a written report summarizing the analysis, methodology and all associated maps for the additional sites. Analysis of additional sites should be broken out as a separate fee in the Consultant's proposal as we anticipate that the proposed site will be a viable option and this task will only be required if needed.

DELIVERABLES:

- Written report detailing selection methodology, analysis and recommendations.
- A prioritized outline of recommendations for fire station location(s).
- Run time scenario maps for the identified site and others that may be considered.

It is anticipated that the City will issue a press release to the community following the completion of Task 1 to provide initial notice about the future fire station relocation project.

2. Task 2 – Program of Requirements (POR)

Conduct interviews with Fire Department staff and other key City staff to identify current and future needs intended to be served by a new fire station. From these interviews and on-site observations at the three (3) existing City-operated fire stations, the Selected Consultant shall prepare a Program of Requirements (POR) for the proposed new station. This POR will include interior and exterior space requirements, site requirements and possible expansion options for the new facility. Selected Consultant shall be knowledgeable of current NFPA standards related to fire station design and the appropriate elements shall be incorporated into the developed POR.

DELIVERABLES:

- Written Program of Requirements (POR)

3. Task 3 – Schematic Building and Site Design

A. Initial Building and Site Study

Once the POR has been developed and approved by the City and the preferred site is identified, the Selected Consultant shall proceed with building and site studies. This will include the development of several options for building and site plans to determine efficient layouts for the proposed new fire station, utilizing the preferred site identified during Task 1.

Initially, only basic building and site plan diagrams will be developed to determine options for accommodating current and projected future needs.

The Selected Consultant shall limit its efforts in this phase of planning to only those things necessary to provide the City with accurate information to allow for an informed decision regarding the direction of future planning efforts. The goal is to determine the basic size, shape and site layout of a new facility for City approval before moving on to more detailed designs.

DELIVERABLES:

- Building Floor Plans to scale – basic diagrams to define the basic plan size and layout
- Preliminary Site Plans to scale – basic diagrams to define site layout and overall area requirements. Site plan shall be based on City provided information or available GIS data.

B. Final Schematic Design

Once the Initial Building and Site Study have been completed, and the design direction has been approved by the City, the Selected Consultant will prepare an initial design of the preferred option.

This will include scaled floor plans, site plan and a basic 3D building and site model along with basic exterior color rendering and perspectives.

Based on the City's feedback, the Selected Consultant shall revise the designs for final approval. Limitations to revisions included in the Final Schematic Design should be detailed in the Selected Consultant's proposal.

DELIVERABLES:

- Building Floor Plans to scale
- Primary Building Elevations to scale
- Preliminary Site Plans to scale – based on owner provided information or available GIS data
- Basic systems descriptions for mechanical, electrical and plumbing based on typical fire station requirements. No detailed MEP design is included in Task 3.
- 2-3 3D exterior views showing basic design concepts

C. Final Building Renderings

Once the final design direction has been determined, and the exterior design approved, the Selected Consultant shall prepare final computer-generated exterior building renderings. These rendering should be high quality and contain more detail than those provided in the Initial Building and Site Study making them more suitable for public presentation, fundraising efforts and future design development. Limitations to revisions included in the Final Building Renderings should be detailed in the Selected Consultant's proposal.

DELIVERABLES:

- Final Exterior Building Renderings – these renderings will be taken from the 3D model used to develop the Schematic Design

4. Task 4 – Opinion of Cost

A. Opinion of Probable Construction Cost

Based on the approved Schematic Design (Task 3), the Selected Consultant shall prepare a Preliminary Opinion of Probable Construction (OPC). This cost opinion will be based on current industry standard square foot cost for site development and new construction for typical fire stations being built in this area.

B. Opinion of Probable Project Cost

Based on the approved Opinion of Probable Construction Cost, the Selected Consultant shall develop an Opinion of Probable Project Cost which will include typical non-construction costs such as fees, and other project specific non-recurring costs. This will allow the City to prepare a more complete overall project budget.

DELIVERABLES:

- Opinion of Probable Construction Cost
- Opinion of Probable Project Cost

5. Task 5 – Final New South Fire Station Report

Once all the planning tasks have been completed and the deliverables approved and received, the Selected Consultant shall prepare a final report bound in 8 ½ x 11 format. The final report will include the deliverables prepared during the development of the Study. The Selected Consultant shall also be required to present the Final Report to the Goshen Redevelopment Commission and the Goshen Common Council in a public forum to discuss the study, development process and final conclusions. It is anticipated that both meetings would be held in the same evening.

DELIVERABLES:

- Five (5) copies of a bound final report and one (1) electronic copy
- Comprehensive presentation to the City of Goshen Common Council in a public forum

TIMELINE

The City's estimated timeline for this project is approximately 16 weeks. The City asks all Consultants to include an anticipated timeline of work with their submitted proposal.

PRESENTATIONS

The Selected Consultant may be requested to present to the City's Common Council and/or Redevelopment Commission after the completion of Task 2, 3, 4, 5 or intermittently throughout this process. Presentations may include the sharing of deliverables, reports, findings, determinations and recommendations and may be conducted in a public forum. Consideration for these ad hoc services should not be included in the Consultant's task-specific pricing, but instead will be paid in accordance with the detailed hourly rate schedule provided in the Consultant's response. These ad hoc services shall be billed separately from overall project costs. The City's Common Council and Redevelopment Commission wish to remain informed and updated throughout the entirety of this project.

ASSUMPTIONS

The City shall make plans and documentation from previous design efforts available to the Selected Consultant for use and review. City of Goshen staff will be available to participate in the proposed scope of work, as needed and upon request. The City will not require any zoning review or approvals for this request. This request includes tasks related to preliminary planning only.

COST PROPOSAL

The City would like to see a detailed cost proposal broken down by 'Task'. If the Consultant offers services beyond those detailed above, which would complement the services requested, the City would be open to viewing a cost breakdown of those additional services.

Additionally, the City requests the Consultant to include a detailed hourly rate schedule for personnel who may be assigned to this project (broken down by title) and for any reimbursable costs or fees. Consultants should include a "not to exceed" amount for reimbursable expenses. The City shall evaluate all cost proposals comprehensively.

SUBMISSION & EVALUATION PROCEDURES

Submittal Format

Proposals should demonstrate a clear understanding of the project and provide a summary of the Consultant'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
- Project Approach
- Project team
- Itemized budget
- Proposed timeline

Four (4) hard copies and one (1) digital copy of the proposal should be submitted to the following address:

Becky Hutsell
City of Goshen Redevelopment Commission
204 E. Jefferson Street, Suite 6
Goshen, IN 46528

Evaluation Criteria

Proposals will be evaluated based upon the following criteria:

Experience and Qualifications of the Consultant(s)	20
Approach to Work (including communication, schedule and innovative ideas)	30
Experience providing similar services to similar entities	25
Compensation	25

Submission Schedule and Key Dates

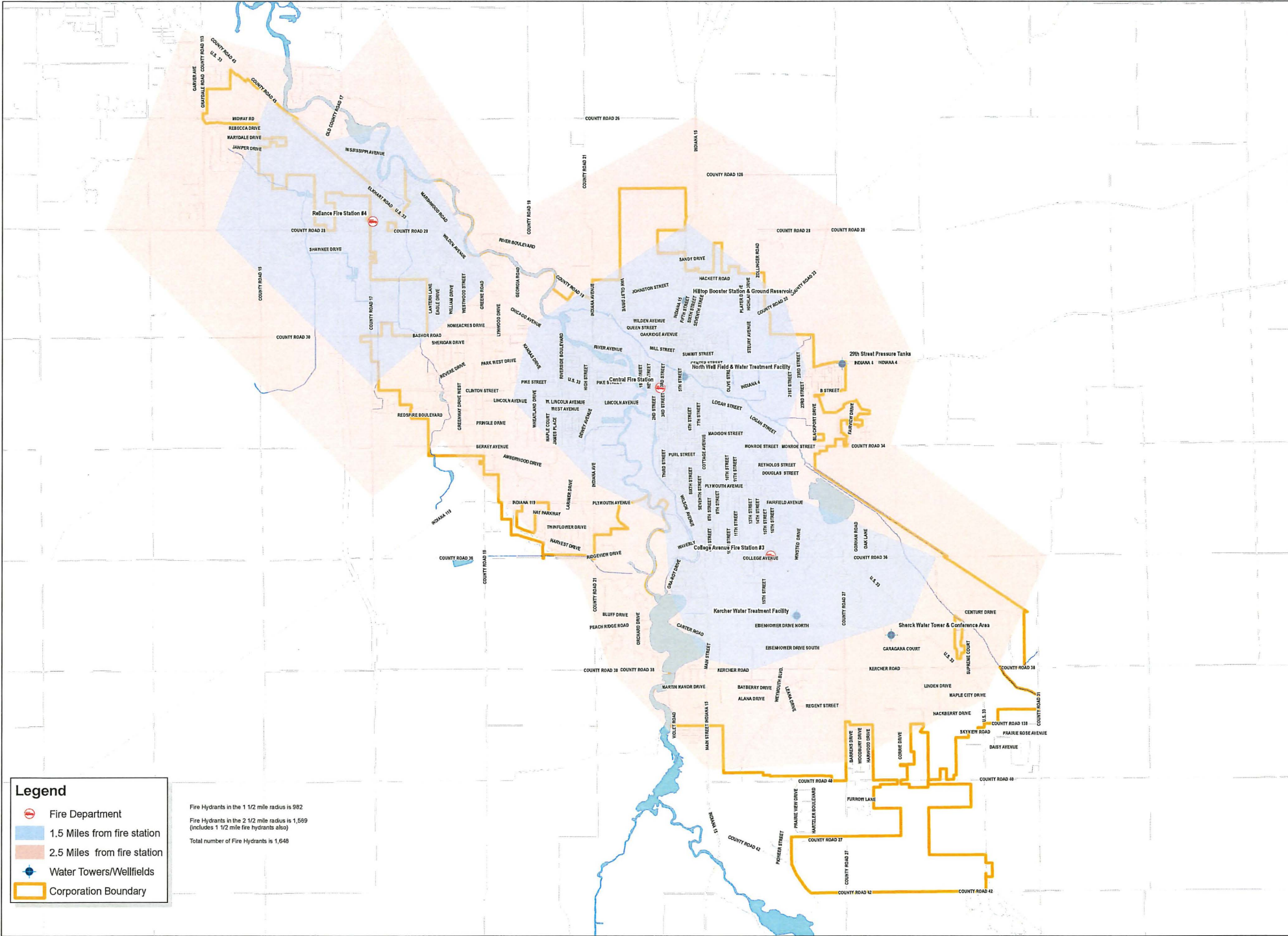
- Proposal Due Date: Monday, October 12, 2020 by 3:00 pm ET
- Review of Proposals: October 14 - 23, 2020
- Consultant Interviews: Week of October 26, 2020
- Recommendation and Notification of Selected Consultant: November 10, 2020

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 November 2020.

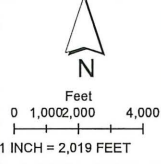
Questions

Those wishing additional information or those with questions regarding this RFP may contact Becky Hutsell, Redevelopment Project Manager, via e-mail at beckyhutsell@goshencity.com. Due date for questions will be Wednesday, October 7, 2020 by 3:00 pm ET.

EXHIBIT A



The City of Goshen, Indiana, is the property of the City of Goshen and Elkhart County, Indiana. All geographic data supplied by the city and county has been derived from public records. The city and county do not warrant, represent, or guarantee the accuracy, reliability, or completeness of the data. The data is provided for informational purposes only and is not intended for use in any legal proceeding. The data is provided as is and 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.



The City of Goshen
 Department of Public Works & Safety
 Office of Engineering
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax: 574-535-8626

2017 1 1/2 & 2 1/2 Mile Radius From Fire Stations

ISO Mapping

Radius F.S.

Legend

- Fire Department
- 1.5 Miles from fire station
- 2.5 Miles from fire station
- Water Towers/Wellfields
- Corporation Boundary

Fire Hydrants in the 1 1/2 mile radius is 982
 Fire Hydrants in the 2 1/2 mile radius is 1,599
 (includes 1 1/2 mile fire hydrants also)
 Total number of Fire Hydrants is 1,648

RESOLUTION 52-2020

Approve Request to Issue a Request for Proposals for Professional Services for Madison Street Bridge Replacement

WHEREAS Goshen Engineering is requesting approval to issue a Request for Proposals for Professional Services for the design of the Madison Street Bridge Replacement.

WHEREAS the cost of the professional design services is estimated to be \$50,000. The deadline for receipt of the proposals is anticipated to be September 25, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the Redevelopment Commission authorizes the issuance of a Request for Proposals for Professional Services for the Madison Street Bridge Replacement.

PASSED and ADOPTED on September 8, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Redevelopment Commission Members

FROM: Engineering Department

RE: **BRIDGE #302 REPLACEMENT – MADISON ST OVER MILLRACE CANAL
(JN:2020-0025)**

DATE: September 8, 2020

The ice rink/pavilion project included in the Five-Year Capital Plan is currently scheduled for CY 2022. In order to accommodate the construction traffic for that project, and to accommodate the future patron and emergency vehicle traffic, the Madison Street bridge over the Millrace Canal will require complete reconstruction. This project is planned for CY 2021 with an estimated construction cost of \$610,000. The cost of the professional design services is estimated to be \$50,000 and will include evaluation of various bridge types and cost prior to preparing full design and construction documents for the selected bridge structure.

At this time, we are requesting permission to issue the RFP for professional services for the design of the bridge. The deadline for the receipt of proposals is anticipated to be September 25, 2020.

Thank you!

RESOLUTION 53-2020

Approve Request to Issue a Request for Proposals for Professional Services for West Jefferson Streetscape

WHEREAS Goshen Engineering is requesting approval to issue a Request for Proposals for Professional Services for the design of West Jefferson Streetscapes.

WHEREAS the cost of the professional design services is estimated to be \$100,000. The deadline for receipt of the proposals is anticipated to be September 25, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the Redevelopment Commission authorizes the issuance of a Request for Proposals for Professional Services for the Madison Street Bridge Replacement.

PASSED and ADOPTED on September 8, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Redevelopment Commission Members

FROM: Engineering Department

RE: **WEST JEFFERSON STREETScape**
(JN:2020-0028)

DATE: September 8, 2020

The West Jefferson Streetscape is currently anticipated to be construction in Spring 2021. The scope of the project consists of the reconstruction of West Jefferson from Main Street to 3rd Street utilizing block pavers to address stormwater restrictions. A similar treatment has proven successful along Jefferson between Main and 5th Street. The scope will also include sidewalk and streetscape improvements and will increase the amount of greenspace and improve the current parking configuration.

The project is currently in the Five-Year Capital Plan and has an estimated construction cost of \$500,000. The cost of the professional design services is estimated to be \$100,000.

At this time, we are requesting permission to issue the RFP for professional services for the design of the streetscape. The deadline for the receipt of proposals is anticipated to be September 25, 2020.

Thank you!

RESOLUTION 54-2020

**Authorization to Negotiate and Execute an Agreement with _____
for the Downtown Vaults Structural Evaluation**

WHEREAS proposals were solicited by Goshen Engineering to review the condition of the downtown vaults.

WHEREAS proposals are due on Tuesday, September 8, 2020. Proposals will be reviewed by Goshen Engineering staff and recommendation will be prepared.

NOW, THEREFORE, BE IT RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Agreement with _____ for the Downtown Vault Structural Evaluation on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on September 8, 2020.

Thomas W. Stump, President

Andrea Johnson, Secretary



Engineering Department
CITY OF GOSHEN

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

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

Memorandum

To: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

RE: **DOWNTOWN VAULTS – PROFESSIONAL SERVICE PROPOSAL RECOMMENDATION
(JN: 2012-0043)**

Date: August 4, 2020

Professional service proposals were solicited to review the condition of the vaults in downtown Goshen. Quotes are due back on Tuesday, September 8, by 12:00 pm. Proposals will be reviewed by Goshen Engineering staff, and a recommendation will be prepared.

If there is a motion to proceed with the recommendation, then a request will be made to the commission to authorize Mark Brinson to sign an agreement once prepared by the Goshen Legal Department.

RESOLUTION 55-2020

Approve and Authorize Execution of Agreement Amendment with Interra Credit Union for Lease of Parking Spaces

WHEREAS Goshen Redevelopment and Interra Credit Union entered into a certain Lease of Parking Spaces Agreement on July 26, 2011.

WHEREAS permission is requested to permit the construction and installation of an electric vehicle charging station that would remove three (3) parking spaces from general use.

NOW, THEREFORE, BE IT RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Agreement Amendment with Interra Credit Union on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on September 8, 2020.

Thomas W. Stump, President

Andrea Johnson, Secretary

Memo

To: Mark Brinson, Goshen Redevelopment Commission

FROM: Theresa Sailor, Environmental Resilience Department

Date: 9/3/2020

Subject: Old NIPSCO Parking Lot – 128 Water Street

The Environmental Resilience and Engineering Departments are working with MACOG on a grant opportunity to fund a public electric vehicle charging station in the NIPSCO parking lot by Goshen Brewing and Interra Credit Union. Civil City budgets would pay all matching funds and operating costs that would be added to the existing lighting electric meter (currently a Civil City expense).

Redevelopment currently owns the parking lot and has a lease agreement with Interra that restricts the designation of parking spaces. Interra has expressed their support of this project. Environmental Resilience is requesting that Redevelopment allow an EV Charging Station be installed, which would include a revision of the lease agreement with Interra. The Goshen Legal Department is drafting a revision to satisfy this conditional use.

The existing lease between Goshen Redevelopment and Interra was entered into July 2011 for 30 spaces for 30 years. The lease does not allow for the designation of spaces at this time. The lease states, "Redevelopment and Interra agree that no reserved spaces will be designated in the parking lot unless use of the lot develops to a point where at least (30) spaces of the lot are not reasonably available for Interra employees during normal business hours, which determination shall be made by Interra."

This grant proposal is a joint grant application where several communities in our area are working with the Michiana Area Council of Governments (MACOG). The grant funds are being offered through a consent decree with the Volkswagon Corporation due to emissions testing inaccuracies. Goshen is requesting two charging stations in total. Only one would be by the City, and the library is requesting the other. The goal is to place the charging stations where the public can charge their vehicle while they shop-dine-conduct business. All of the requested stations in this grant are for level 2 charging stations, which would allow a "complete" charge for most vehicles in 2-3 hours.

The map shows the location proposed. There would be three spaces used to allow one of the spaces to be large enough for "some" handicapped accessibility. However, it would not be specified as "handicapped" because it will not meet all of the requirements necessary. This spot was chosen at the end of the row of parking to be easily seen from the south. In looking at the floodplain maps, it cannot be moved any additional spaces to the west.

The City currently has a "free" public charging station located at City Hall and is a proponent of providing public access to charging stations to promote both early adoptions of electric vehicles as well as encourage activity in the business district. This location next to Interra and Goshen Brewing was selected because it is in close proximity to SR 15 and US Highway 33. It also provides a destination for shopping, recreation, and business as well as being a part of an environmentally friendly complex. As of November of 2019, there were 42 electric vehicles on the market in the United States. That included both plug-in electric and battery supplemented electric (hybrids). "Electric car sales are poised to increase tenfold by 2025 and reach 55 percent of car sales worldwide by 2040, according to the latest report on electric cars from Bloomberg New Energy Finance." www.greencarreports.com

Goshen and most likely the other grantees would be providing free charging to the public for approximately two years to promote early adoption of electric vehicle technology. All these details are still being discussed as the grant is being put together.

**AMENDMENT TO
LEASE OF PARKING SPACES**

THIS AMENDMENT TO LEASE OF PARKING SPACES, hereinafter referred to as the "Amendment to Lease," is made and entered into this _____ day of September, 2020, by and between the City of Goshen, Indiana through the Goshen Redevelopment Commission, hereinafter referred to as "Redevelopment," and Interra Credit Union, an Indiana not-for-profit corporation, hereinafter referred to as "Interra."

WHEREAS Redevelopment and Interra entered into a certain Lease of Parking Spaces ("Lease") on or about July 26, 2011, that was recorded on August 12, 2011, as Instrument Number 2011-014914 in the office of the Recorder of Elkhart County, a copy of which is attached hereto and made a part hereof as Exhibit A;

WHEREAS the Lease entitles Interra to the use of at least thirty parking spaces in an improved parking lot located on real property owned by Redevelopment;

WHEREAS Redevelopment seeks to permit the construction and installation of an electric vehicle charging station that would remove three (3) parking spaces from general use in the parking lot subject to the Lease; and

WHEREAS; Redevelopment and Interra seek to enter this Amendment to Lease to allow Redevelopment to construct and install an electric vehicle charging station in the parking lot subject to the Lease.

NOW THEREFORE Redevelopment and Interra agree as follows:

REAL ESTATE LEASED

Redevelopment shall continue to lease to Interra, and Interra shall continue to lease from Redevelopment, pursuant to the Lease, the right to use at least thirty (30) parking spaces on the real estate more particularly described as follows:

East of Water Street (extended), south of Lincoln Avenue, west of Second Street, and north of the canal consisting of Lots 264, 265 and the south half (1/2) of Lot 266 of the Original Plat of Goshen, Indiana being part of the South half of Section 9, Township 36 North, Range 6 East of the Second Principal Meridian in the County of Elkhart, State of Indiana.

hereinafter referred to as the "Subject Real Estate."

ELECTRIC VEHICLE CHARGING STATIONS

Redevelopment shall be entitled to construct and install an electric vehicle charging station along the north boundary of the parking lot located on the Subject Real Estate. To allow for the access to and utilization of the electric vehicle charging station, Redevelopment shall dedicate three (3) parking spaces to such purpose. The parking spaces dedicated for the use of the electric vehicle charging station are identified and depicted in the drawing attached hereto and made a part hereof as Exhibit B. Interra acknowledges that the three (3) parking spaces removed from general use in the parking lot subject to the Lease might be part of the thirty (30) spaces closest to the Interra building; but Redevelopment and Interra agree that Interra may substitute three (3) other parking spaces to be part of the thirty (30) spaces closest to the Interra building to which Interra is entitled.

REMAINING TERMS OF LEASE

Redevelopment and Interra agree that all other terms and conditions found in the Lease that are not inconsistent with this Amendment to Lease remain in full force and effect.

AUTHORITY

The undersigned individuals executing this Amendment to Lease for and on behalf of Redevelopment and Interra certify that they are duly authorized and empowered to enter into this Amendment to Lease for and on behalf of Redevelopment and Interra respectfully.

IN WITNESS WHEREOF, the parties have set their hands to the foregoing agreement in duplicate on the date first written above.

**City of Goshen, Indiana
Goshen Redevelopment Commission**

Interra Credit Union

By: _____
Mark Brinson,
Community Development Director

By: _____
Printed: _____
Title: _____

Exhibit A

2011 014914
ELKHART CNTY
JERRY L. WEAVER
FILED FOR RECORD
AS PRESENTED

2011 AUG 12 P 1:18

COPY LEASE OF PARKING SPACES

THIS LEASE OF PARKING SPACES, hereinafter referred to as the "Lease," is made and entered into this 26th day of JULY, 2011, by and between the City of Goshen, Indiana through the Goshen Redevelopment Commission, hereinafter referred to as "Redevelopment", and Interra Credit Union, an Indiana not-for-profit corporation, hereinafter referred to as "Interra".

WHEREAS Redevelopment has acquired a parcel of real estate west of the Interra building at 300 West Lincoln Avenue in Goshen, Indiana;

WHEREAS Redevelopment acquired the real estate to address environmental contamination on the real estate and to prepare the real estate for redevelopment;

WHEREAS Redevelopment in planning for the remediation of the environmental contamination concluded that the most cost-effective way to address the contamination was to cap the site. A functional, useful method of capping the site is to construct a parking lot on the site; and

WHEREAS Interra needs additional parking to serve their facility at 300 West Lincoln Avenue and is therefore willing to pay a portion of the cost of constructing the parking lot in return for a right to use a portion of the parking lot during business hours.

REAL ESTATE TO BE LEASED

Redevelopment agrees to lease to Interra, and Interra agrees to lease from Redevelopment the right to use thirty (30) parking spaces on the real estate more particularly described as follows:

East of Water Street (extended), south of Lincoln Avenue, west of Second Street, and north of the canal consisting of Lots 264, 265 and the south half (1/2) of Lot 266 of the Original Plat of Goshen, Indiana being part of the South half of Section 9, Township 36 North, Range 6 East of the Second Principal Meridian in the County of Elkhart, State of Indiana.

hereinafter referred to as the "subject real estate".

IMPROVEMENTS

The subject real estate is currently in an unimproved condition. Redevelopment will complete the environmental contamination remediation and construct a parking lot on the subject real estate by August 1, 2012.

The parking lot will be constructed in accordance with the conceptual plans attached to this lease as Exhibit A. Any modifications to the conceptual plans must be agreed to by Interra and Redevelopment. The conceptual plans include the following features:

1. Porous concrete pavers;
2. Lighting on utility poles;
3. Access to the parking lot from Water Street and Washington Street;
4. Swales; and
5. Landscaping.

If Interra seeks to modify the design of the parking lot to facilitate the parking lot's use by Interra employees or customers, Redevelopment will agree to such modification unless the proposed modification negatively impacts the environmental remediation of the real estate or use of the parking lot for public parking provided Interra pays for the cost of such modifications in addition to the rental payment described in this Lease. Interra understands that Redevelopment may request a bid alternate with respect to the construction of the parking lot improvements which bid alternate would provide an option to construct and install a stairway, ramp, or other cross-access connection between the parking lot and Interra's adjacent real estate. In the event Redevelopment gives written notice to Interra of the bid alternate proposal and Interra provides written notice of its acceptance of the bid alternate after the bids are received, Interra will pay the amount of the bid alternate cost to Redevelopment no later than the date when Redevelopment issues a notice to proceed for the construction of the parking lot improvements.

TERM

The term of this Lease shall be for a period of thirty (30) years commencing on the date Redevelopment completes the parking lot project described in this Lease and terminating at the end of thirty (30) years but no later than December 31, 2042. The Lease will renew for five (5) year periods thereafter under the same terms and conditions, unless Redevelopment passes a resolution terminating the Lease or Interra provides a notice of termination to Redevelopment. The resolution or notice terminating the Lease at the end of the initial term or at the end of any renewal term must be provided to the other party at least ninety (90) days prior to the end of the initial term or any renewal term.

POSSESSION

Interra's right to possession under this Lease shall commence upon completion of the parking lot which completion date shall be no later than August 1, 2012.

RENTAL

Interra shall pay to Redevelopment as rent for the leased premises Two Hundred Thousand Dollars (\$200,000.00) by September 15, 2011 or at the time Redevelopment enters into an agreement to construct the parking lot and issues a notice to proceed, whichever is later. This is the only rental payment due under this Lease. If the parking lot is not completed by August 1, 2012, Redevelopment agrees to return the Two Hundred Thousand Dollars (\$200,000.00) payment to Interra until the parking lot is completed at which time Interra will repay Redevelopment the Two Hundred Thousand Dollars (\$200,000.00).

USE OF PARKING LOT

1. Redevelopment agrees that during the term of the Lease that parking on the subject real estate will be restricted to twelve (12) hours to permit parking during Interra's entire business day but prohibiting longer term parking. In addition, Redevelopment agrees to keep the parking lot available for public parking during the term of the Lease except as provided below.
2. Redevelopment and Interra agree that no reserved spaces will be designated in the parking lot unless use of the lot develops to a point where at least thirty (30) spaces of the lot are not reasonably available for Interra employees during normal business hours, which determination shall be made by Interra. If at least thirty (30) spaces are not reasonably available, Interra may request and upon such request Redevelopment agrees to designate thirty (30) spaces for Interra's use from 7:00 a.m. to 7:00 p.m. Monday through Friday and 7:00 a.m. to 1:00 p.m. on Saturdays. The thirty (30) spaces to be designated for Interra's use will be the thirty (30) spaces closest to the Interra building as determined by Interra and generally shown on the conceptual plans attached as Exhibit A.
3. Interra agrees to use the parking lot in conformity with all applicable laws and regulations of any public authority.
4. Interra agrees to refrain from any activity that would be reasonably offensive to the owners or users of adjoining real estate and to refrain from placing signs, antennas or other devices in the parking lot except for signs indicating parking restrictions that are connected with this Lease.

ROUTINE MAINTENANCE AND REPAIRS

1. Interra and Redevelopment anticipate that until development occurs at the vacant NIPSCO building, the vacant Hawks building, or on the southwest side of the canal (all now owned by Redevelopment), the use of the parking lot will be primarily used by Interra customers and/or Interra employees. Interra agrees to be responsible for snow removal for the entire lot until the NIPSCO building or Hawks building are occupied by other than incidental uses or the area on the southwest side of the canal is developed; provided, however, Interra's obligation to provide snow removal is limited to five (5) years from commencement of this Lease. Upon occupancy or development, but in any event after five (5) years from commencement of this Lease, Redevelopment will assume responsibility for snow removal; however, snow removal from parking lots will be addressed only after the City's streets are properly cleared.
2. Redevelopment will provide all other necessary maintenance for the parking lot including occasional sweeping and maintenance of lighting, signs, retaining walls and access areas.
3. In the event that Interra requests that thirty (30) spaces be designated for Interra's use, Interra shall pay the costs of erecting signs and other markings designating the parking spaces as reserved.
4. In the event that reserved spaces are designated, Interra will pay thirty percent (30%) of the cost of snow removal and electricity for the parking lot.

ASSIGNMENT

Interra shall be prohibited from assigning all or any part of the leased space without the express written consent of Redevelopment.

ENVIRONMENTAL REMEDIATION

1. Redevelopment shall provide Interra with a copy of the site closure letter that the City of Goshen will receive from the Indiana Brownfield Program to acknowledge that the leased premises has been remediated to commercial/industrial standards.
2. The City of Goshen and Redevelopment shall indemnify and hold Interra harmless for any liability or for any claim of damages arising out of the condition of the leased premises excepting any condition to which Interra contributed. The City of Goshen and Redevelopment specifically includes in their indemnification to Interra any claim of damage due to environmental contamination.

REMEDIES UPON DEFAULT

1. In the event of a default, the non-defaulting party shall give the defaulting party written notice of the events constituting the default and allow the defaulting party thirty (30) days to cure the default.
2. If the default is not cured within thirty (30) days, the non-defaulting party may terminate the Lease or take any other action permitted by law to enforce the terms and conditions of this Lease.
3. The non-defaulting party may collect from the defaulting party all expenses incurred by reason of the default including reasonable attorney fees if litigation is initiated to enforce the terms and conditions of the Lease.

WAIVER OF BREACH

The waiver by either party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach.

MODIFICATION

No change or modification of any term or this Lease shall be valid unless it is in writing and signed by both Redevelopment and Interra.

APPLICABLE LAWS AND VENUE

This Lease is governed by the laws of the State of Indiana, and any action to enforce the terms and conditions of this Lease shall be heard in Elkhart County, Indiana. In the event legal proceedings are instituted, the defaulting party shall pay to the non-defaulting party all costs and expenses of the legal proceedings, including reasonable attorney fees.

BINDING EFFECT

All provisions, covenants, terms and conditions of the Lease apply and bind the parties and their legal heirs, representatives, successors and assigns. Redevelopment will record this Lease to place Interra's interest under this Lease of record. Redevelopment will provide Interra with a recorded copy of the Lease.

ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Redevelopment and Interra.

NOTICES

Any notices required under this Lease shall be tendered to the parties at the following addresses, or at such other addresses as the parties shall from time to time notify the other during the term of this Lease. and notice shall be deemed given two (2) days after the date of postmark.

Redevelopment:

City of Goshen Community Development Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

with a copy to:

City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

Interra:

Interra Credit Union
300 W. Lincoln
P.O. Box 727
Goshen, IN 46527-0727

with a copy to:

Yoder, Ainlay, Ulmer & Buckingham
Interra Credit Union Attorney
P.O. Box 575
Goshen, IN 46527-0575

AUTHORITY

The undersigned persons executing this Lease for and on behalf of Redevelopment and Interra certify that they are duly authorized and empowered to enter into this Lease for and on behalf of Redevelopment and Interra respectfully.

IN WITNESS WHEREOF, the parties have set their hands to the foregoing agreement in duplicate on the date first written above.

City of Goshen, Indiana
Goshen Redevelopment Commission

By: Mark Brinson
Mark Brinson
Community Development Director

Interra Credit Union

By: Sanford L. Miller
Printed: Sanford L. Miller
Title: Vice President

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Mark Brinson, Community Development Director of the City of Goshen, Indiana, and acknowledged the execution of the foregoing instrument this 26th day of July, 2011.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 5/4/16

Shannon Marks
Notary Public

County of Residence: Elkhart

Printed: Shannon Marks

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Sanford L Miller, the Vice President of Interra Credit Union, and acknowledged the execution of the foregoing instrument this 26th day of July, 2011.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 3/6/15

Blair R Juarez
Notary Public

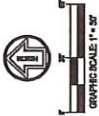
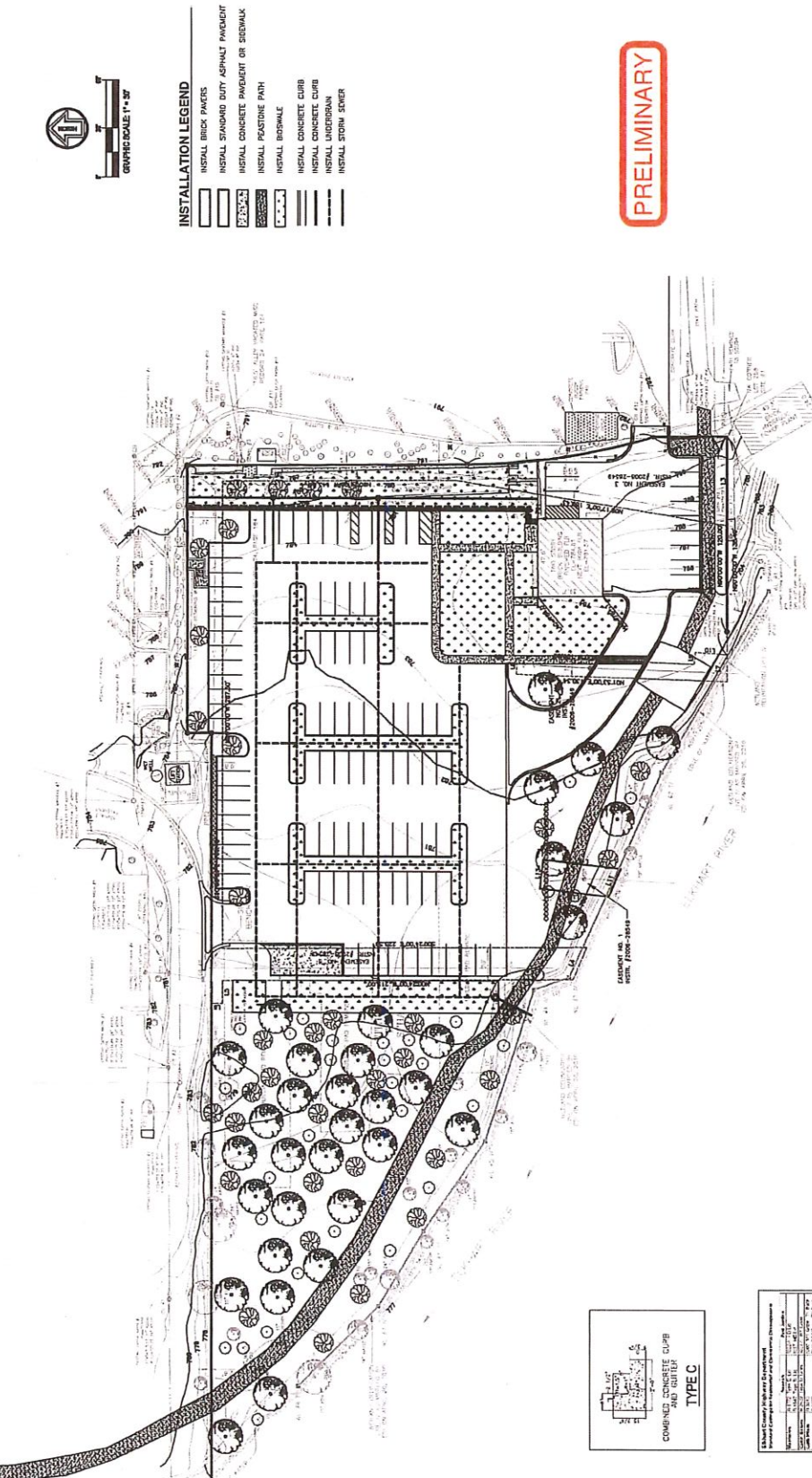
County of Residence: Elkhart

Printed: Blair R Juarez

This instrument was prepared by Larry A. Barks, Attorney No. 3568-20, Barks, Kolbus & Rife, LLP, 118 North Main Street, Goshen, Indiana 46526, (574) 533-3181.

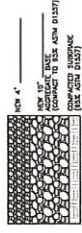
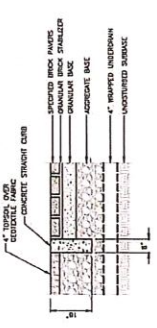
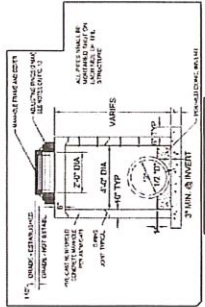
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry A. Barks).

EXHIBIT A



- INSTALLATION LEGEND**
- ▬ INSTALL BRICK PAVES
 - ▬ INSTALL STANDARD DUTY ASPHALT PAVEMENT
 - ▬ INSTALL CONCRETE PAVEMENT OR SIDEWALK
 - ▬ INSTALL PEASTONE PATH
 - ▬ INSTALL PAVING PAH
 - ▬ INSTALL BODWALE
 - ▬ INSTALL CONCRETE CURB
 - ▬ INSTALL CONCRETE CURB
 - ▬ INSTALL UNDERDRAIN
 - ▬ INSTALL STORM SEWER

PRELIMINARY



Soil and Materials Engineers, Inc.
1001 East 17th Street
Tulsa, Oklahoma 74104
Tel: (918) 438-1111

PROJECT NAME
BROWNFIELD SITE
REMEDATION PROJECTS

FACILITY NAME & LOCATION
INSPECTO SITE
CITY OF COBBEN, IN

SHEET NAME
INSTALLATION PLAN

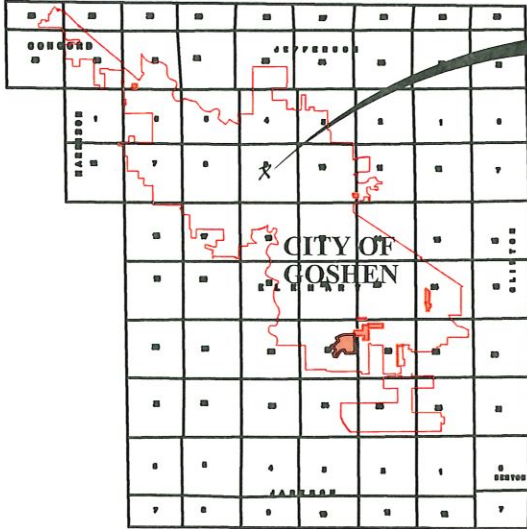
NO.	DATE	DESCRIPTION

TOPOGRAPHICAL SURVEY HAS BEEN PREPARED BY BRAD-ING ENGINEERING & SURVEYING, INC. PROJECT NUMBER 11-001, DWG. NO. A11-11, SHEETS 1 AND 2.

WARNING! THIS SURVEY IS PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND FOR THE ACCURACY OF THE SURVEY DATA. THE USER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

Exhibit B

CITY OF GOSHEN
ELKHART COUNTY, IN

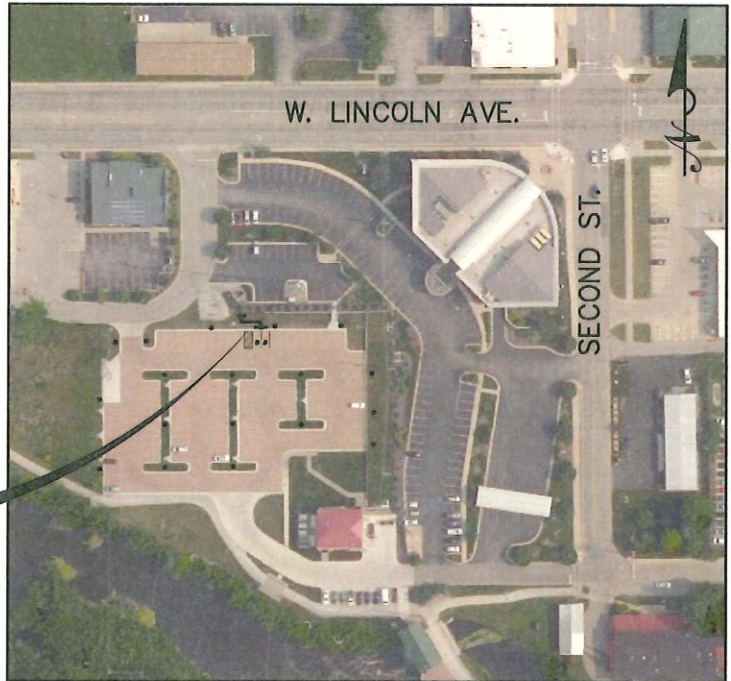


PROJECT LOCATION SHOWN BY X

PROJECT LOCATION

LOCATION MAP

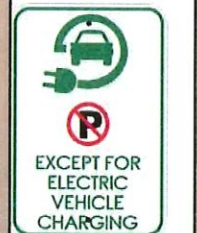
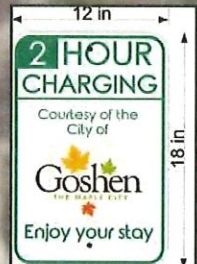
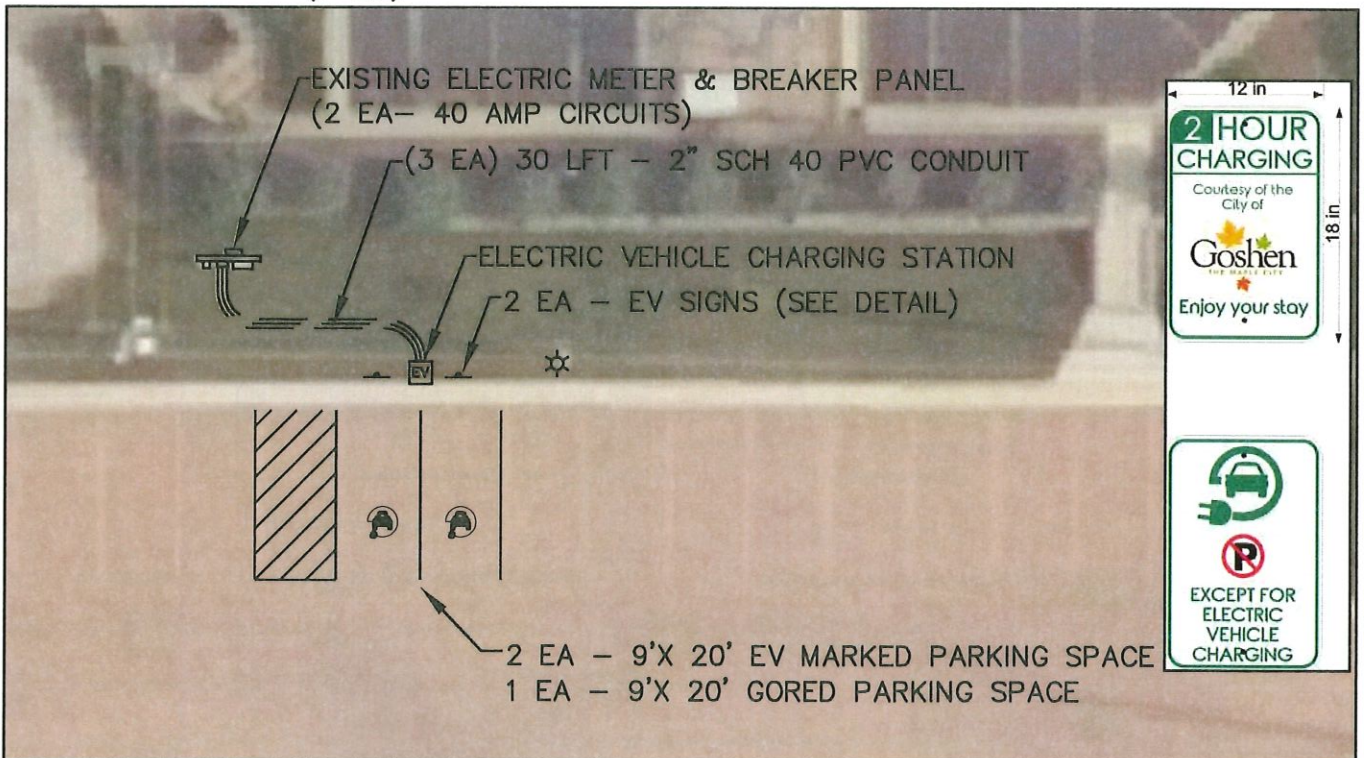
(1"=200')



SITE LOCATION
128 WATER STREET

SITE MAP

(1"=20')



The City Of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626

NIPSCO PARKING LOT ELECTRIC VEHICLE CHARGING STATION

MICHIANA AREA COUNCIL OF GOVERNMENT
EV CHARGING STATION GRANT APPLICATION

Project Number: 2019-0044	
Designed By: D. SAILOR	Approved By: T. SAILOR
Drafted By: D. SAILOR	Date: 08.27.2020
Scale: AS NOTED	
L-0089	

RESOLUTION 56-2020

Approve Execution of Change Order No.7 for Kercher Road Reconstruction Phase 2

WHEREAS this change order is for pavement grooving to extend the life of the payment markings.

WHEREAS the cost of this change order is \$13,392.99. This project is partially funded under an LPA agreement with funding made available through Michiana Area Council of Governments (MACOG). If funding is available, this work is eligible for 80/20 participation.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Number Seven (7) that is attached to and made a part of this Resolution and Community Development Director Mark Brinson is authorized to execute Change Order No. Seven (7) on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on September 8, 2020.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

RE: **KERCHER ROAD – PHASE 2 – CHANGE ORDER NO. 7
(JN: 2004-0021 / Des. # 1401747)**

Date: September 3, 2020

Attached for the Commission's consideration is Change Order No. 7. The change order is for pavement grooving to extend the life of the pavement markings. Pavement grooving was included in the first phase of Kercher Road, but was not included in the second phase in error.

The cost associated with installing the pavement grooving was \$13,392.99.

This project is being partially funded under an LPA agreement, with funding made available through the Michiana Area Council of Governments (MACOG). If funding is available, this work is eligible for 80/20 participation.

Requested Motion: Move to approve Change Order No. 7 in the amount of \$13,392.99 for the installation of pavement grooves to recess the pavement markings for the Kercher Road – Phase 2 project, Jn: 2004-0021.

Contract No:R -38157

Change Order No.: 007

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

Page: 1

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: R -38157

AE:Koch, Michael

Letting Date:02/06/2019

PE/S:Ludwig, Jack

Status:Pending

Change Order Information

Date Generated: 00/00/0000

Change Order No.: 007

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Grooving for Pavement Markings

Original Contract Amount	\$ 3,758,000.00	
Current Change Order Amount	\$ 13,392.99	Percent: 0.356 %
Total Previous Approved Changes	\$ 13,595.46	Percent: 0.362 %
Total Change To-Date	\$ 26,988.45	Percent: 0.718 %
Modified Contract Amount	\$ 3,784,988.45	

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 5 SP Days Value \$ 0.00

Previous Time Approved

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

SS Days_____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

Verbal Approval Required? Y / N If Y, by M. Koch Date Issued 6/29/20

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

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

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA 6/30/20 Date Returned _____

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -38157
Change Order No:007

INDIANA
Department of Transportation

Date:06/29/2020
Page: 3

Contract: R -38157
Project: 1401747 - State:140174700LC2
Change Order Nbr: 007
Change Order Description: Grooving for Pavement Markings
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0129	1401747	0129	808-12032	LFT	1.170	11447.000	C	Amount:\$ 13,392.99

Item Description: GROOVING FOR PAVEMENT MARKINGS

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 007 = \$ 13,392.99

Milestone Time Adjustment

MileStone Nbr: 02

Milestone Description: INTERMEDIATE COMPLETION DATE: PHASE 3

Original Completion dt: 06/14/2020 Adj compl dt 06/19/2020 Adj No. of Days 5

Explanation: At the time that this extra work was requested to be added to the contract the subcontractor indicated that they could not schedule the pavement grooving crew for 10 days. The work was approved by the City of Goshen on June 9 2020 and all pavement markings were complete on June 19 2020.

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

The grooving for thermoplastic pavement markings was not included in the pay items of this contract. This was brought up before pavement markings were put down and The City of Goshen decided to proceed with the recessed pavement markings to improve the durability.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: _____

Signed By: Seth McLomnick

Date: 6/29/2020

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

Contract No:R -38157
Change Order No:007

INDIANA
Department of Transportation

Date:06/29/2020
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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

MT CARMEL STABILIZATION GROUP

INVOICE

Remit To:
PO BOX 458
MOUNT CARMEL, IL 62863

Invoice: 4809
Date: 04/26/2020
Due Date: 05/26/2020

Bill To:
RIETH-RILEY CONSTRUCTION CO.
PO BOX 477
GOSHEN, IN 46527-0477

Contract ID: **370927**
Description: (R-38157) KERCHER RD PH.2
PO No:
Our Job No: IN19037
Period Ending: 04/23/2020

Customer No: C61501

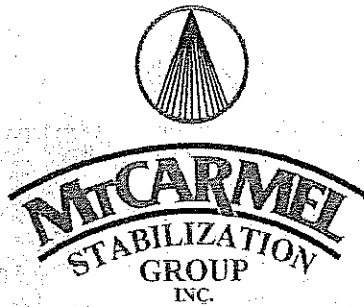
LINE #	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	QTY BILLED	UNIT PRICE	TOTAL COST
6		SUBGRADE TREATMENT, TYPE 1B (CEMENT ONLY)	SY		6.75	
7		CHANGE ORDER REQUEST #1 FOR CEMENT	LSQ		13,595.46	
8		CHANGE ORDER REQUEST #2 FOR CEMENT	LSQ	1.00	7,850.54	7,850.54

Not paid by state yet.

Comments: payablecorporate@rieth-riley.com

Terms: NET 30 DAYS

Total Work:	7,850.54
Less Retainage:	.00
Total Amount:	7,850.54



"Subgrade Solutions Since 1949"

www.mtcsg.com

1611 College Drive, P. O. Box 458 Mt. Carmel, IL 62863 — Phone: 618-262-5118 — Fax: 618-263-4084

May 11, 2020

Rieth-Riley Construction Co., Inc.
P.O. Box 477
Gishen, IN 46527-0477

(R-38157) Kercher Rd. Ph. 2
Goshen, IN
Change Order Request #2

MCSG #IN19037

To whom it may concern,

This letter is our request for a change order on the aforementioned job due to site conditions requiring the use of 5% cement instead of 4% (47 lbs/SY) cement slurry to perform the Subgrade Treatment as was contracted. This change order request is for the extra cost for the material and freight on the extra tons that were used on April 23, 2020.

Date	Tons	Sq Yds
4/23/20	287.39	10,104.91
	287.39	10,104.91

Cost per Ton (Material and Freight Only) =
See Attached Invoices \$ 45,195.64 / 287.39 = \$ 157.26

10104.91 SYS * 47 lb/sy (4%) = 237.47 TNS (Amount of Cement that should have been used per contract)

	287.39	Tons Used
	49.92	Extra Tons used
	\$ 157.26	Price for Material and Freight (See Above)
Total Change Order	\$ 7,850.54	

Chase Emge
CFO

Equal Opportunity Employer

RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

June 25, 2020

Mr. Jack Ludwig
Lochmueller Group
112 W Jefferson Blvd
Suite 500, South Bend, IN 46601

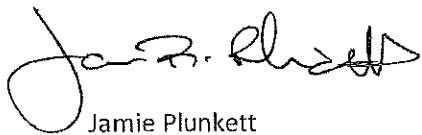
RE: R-38157-A, Cement Stabilization

Dear Mr. Ludwig,

Please find our request for a Changer Order for the increase cement applied on the 2nd half of this years work on Kercher. After the soil was analyzed it was determined that the material would require 5% of cement rather than the original 4% rate. Back up documents included.

Total request for this increase = \$7,850.54

Respectfully Submitted,



Jamie Plunkett
Project Manager
Rieth Riley Construction Company



CHANGE ORDER REQUEST FORM

CONTRACT NO.	R-38157-A	DATE OF SUBMISSION	June 25, 2020
--------------	-----------	--------------------	---------------

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	Kercher Rd Phase 2 Between Dierdorff & Firethorn
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	The amount of required for soil stabilization increase post soil analysis form 4% to 5%
PROPOSED SOLUTION SUMMARY	Added additional cement to the grade

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	April 23, 2020	CHANGE ORDER TYPE	104.03 Extra Work
----------------------	----------------	-------------------	-------------------

PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$

7850.54

The cost adjustment shall include lump sum and estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

109.03 Altered Quantities 109.05(a) Agreed Price 109.05(b) Force Account 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: Labor Material Equipment Lease Agreement Subcontractor

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

0

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

108.08(a) Excusable, Non-Compensable 108.08(b) Excusable, Compensable

NOTE: If **Compensable**, attach details based on 109.05.2(a) Allowable Delay Costs.

SUPPLEMENTAL INFORMATION

Additional information may be entered by the contractor.

CHANGE ORDER ORIGATION:	<input type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input checked="" type="checkbox"/> Contract Specifications (ref. doc name/no.)	Section 215
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Click here to enter text.
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-38157-A

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	[Select Date]	SUBMITTAL DATE OF ADDITIONAL DETAIL	[Select Date]
---	---------------	-------------------------------------	---------------

DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

Click here to enter text.

PROPOSED SOLUTION – ADDITIONAL DETAILS:

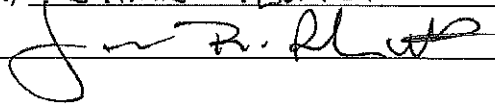
(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

Click here to enter text.

SIGNATURES

Contractor:

Name: (print) JAMIE PLUNKETT

(signature) 

Date: 7-22-20

Project Engineer/Supervisor: *(signature is to acknowledge receipt of the document and does not signify agreement of the change order)*

Name: (print) _____

(signature) _____

Date: _____

NOTE: The Contractor and PE/S should retain a signed copy of this document for record.

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-38157-A

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail.

Lehigh Hanson
HEIDELBERGCEMENT Group

INVOICE

Invoice List 0032080432
Invoice Date 04/26/2020

Page 3

Billing on behalf of:

Lehigh Cement Company LLC

12900 N. Meridian Street, Suite 195
Carmel, IN 46032
Phone (317) 819-1600 Fax (317) 819-1605

Customer Information

Bill-to 51536

Sold-to 68438

MT CARMEL STABILIZATION GROUP
PO Box 458
MOUNT CARMEL IL 62863

MT CARMEL STABILIZATION GROUP
IN 19037 R-38157 KERCHER RD PHASE
KERCHER ROAD
GOSHEN IN 46526

Message

Thank you for your business!

Plant Codes: 101 = Mitchell, 102 = Cincinnati, 104 = Louisville, 158 = Hamburg, 159 = Sparta, 620 = Cleveland, 622 = Speed, 627 = Wilder, 629 = Columbus, 631 = Nitro, 641 = Middlebranch, 648 = Logansport ✓
(The above codes are displayed as the first three characters of the bill of lading number accompanying each shipment)

Document Information

Invoice Details

Date shipped	Ref. No.	Bill of Lading	Terms	Description	Quantity	UOM	Price	Amount
04/23/2020	IN 19037	648H036856 ✓	FOB	Saylor's TYPE I PORTLAND FN 19037	26.490	Tons	124.00 ✓	3,284.76
	IN 19037	648H036858 ✓	FOB	Saylor's TYPE I PORTLAND	26.220	Tons	124.00	3,251.28
	IN 19037	648H036859 ✓	FOB	Saylor's TYPE I PORTLAND	26.040	Tons	124.00	3,228.96
	IN 19037	648H036862 ✓	FOB	Saylor's TYPE I PORTLAND	26.220	Tons	124.00	3,251.28
	IN 19037	648H036865 ✓	FOB	Saylor's TYPE I PORTLAND	26.350	Tons	124.00	3,267.40
	IN 19037	648H036868 ✓	FOB	Saylor's TYPE I PORTLAND	26.110	Tons	124.00	3,237.64
	IN 19037	648H036873 ✓	FOB	Saylor's TYPE I PORTLAND	26.580	Tons	124.00	3,295.92
	IN 19037	648H036874 ✓	FOB	Saylor's TYPE I PORTLAND	25.500	Tons	124.00	3,162.00
	IN 19037	648H036879 ✓	FOB	Saylor's TYPE I PORTLAND	25.540	Tons	124.00	3,166.96
	IN 19037	648H036880 ✓	FOB	Saylor's TYPE I PORTLAND	26.080	Tons	124.00	3,233.92
	IN 19037	648H036890 ✓	FOB	Saylor's TYPE I PORTLAND	26.260	Tons	124.00	3,256.24
				Total Product Invoiced	287.390	Tons		

Bill-to 51536
MT CARMEL STABILIZATION GROUP
PO Box 458
MOUNT CARMEL IL 62863

Sold-to 68438
MT CARMEL STABILIZATION GROUP
IN 19037 R-38157 KERCHER RD PHASE 2
KERCHER ROAD
GOSHEN IN 46526

Invoice List 0032080432
Invoice Date 04/26/2020
Page 4

Invoice Summary

Tax exempt

Sub-Total Amount	35,636.36
<u>Sales Tax</u>	<u>0.00</u>
<u>Total Amount</u>	<u>35,636.36</u>

If paid on or before 05/10/2020, deduct 287.39

Payment Terms: \$1.00/Ton Disc 10th Prox/EOM

Discount allowed when invoice is paid within discount terms. Invoices not paid in accordance with terms shall be subject to interest on the unpaid balance at the rate of 1 1/2% per month, but not to exceed the maximum rate provided by law.

\$ 35,348.97

RECEIVED
MAY 05 2020

Invoice Date:
INVOICE#: 42925
WEEK ENDING: 4/23/2020

MT CARMEL STABILIZATION GROUP
P.O. BOX 458
MOUNT CARMEL, IL 62863

COMBINE TONNAGE INVOICE

DATE	EMP/TRK#	TICKET #	TONS	RATE	HAUL	HRS	RATE	HAUL	SURCHARGE RATE	COST	TOTAL
MT CARMEL STABILIZATION GROUP											
4/23/2020	NA:149	648H036859D	0.00	\$0.00	\$0.00	1.00	\$93.00	\$93.00	0.00%	\$0.00	\$93.00
DESCRIPTION: D00827 NOTE: ONSITE 8:30-11:15 <i>IN 19037</i>											
4/23/2020	NA:170	648H036862D	0.00	\$0.00	\$0.00	1.00	\$93.00	\$93.00	0.00%	\$0.00	\$93.00
DESCRIPTION: D00828 NOTE: ONSITE 8:30-11:30											
4/23/2020	NA:186	648H036865D	0.00	\$0.00	\$0.00	1.50	\$93.00	\$139.50	0.00%	\$0.00	\$139.50
DESCRIPTION: D01144 NOTE: ONSITE 9:30-1:05											
4/23/2020	NA:158	648H036868D	0.00	\$0.00	\$0.00	1.75	\$93.00	\$162.75	0.00%	\$0.00	\$162.75
DESCRIPTION: D01444 NOTE: ONSITE 9:30-1:15											
			0.00			5.25					\$488.25
JOB# : MCSG/LEHIGH-LOGANSPORT/GOSHEN/DEM/20			LOGANSPORT, IN TO GOSHEN, IN-DEMURRAGE								
4/23/2020	1145:192	648H036856	26.49	\$29.65	\$785.43	0.00	\$0.00	\$0.00	15.50%	\$121.74	\$907.17
DESCRIPTION: <i>IN 19037</i>											
4/23/2020	1382:155	648H036858	26.22	\$29.65	\$777.42	0.00	\$0.00	\$0.00	15.50%	\$120.50	\$897.92
DESCRIPTION:											
4/23/2020	1376:149	648H036859	26.04	\$29.65	\$772.09	0.00	\$0.00	\$0.00	15.50%	\$119.67	\$891.76
DESCRIPTION: D00827											
4/23/2020	0207:170	648H036862	26.22	\$29.65	\$777.42	0.00	\$0.00	\$0.00	15.50%	\$120.50	\$897.92
DESCRIPTION: D00828											
4/23/2020	1257:186	648H036865	26.35	\$29.65	\$781.28	0.00	\$0.00	\$0.00	15.50%	\$121.10	\$902.38
DESCRIPTION: D01144											
4/23/2020	1835:158	648H036868	26.11	\$29.65	\$774.16	0.00	\$0.00	\$0.00	15.50%	\$120.00	\$894.16
DESCRIPTION: D01444											
4/23/2020	0872:175	648H036873	26.58	\$29.65	\$788.10	0.00	\$0.00	\$0.00	15.50%	\$122.16	\$910.25
DESCRIPTION:											
4/23/2020	0203:147	648H036874	25.50	\$29.65	\$756.08	0.00	\$0.00	\$0.00	15.50%	\$117.19	\$873.27
DESCRIPTION:											
4/23/2020	1323:171	648H036879	25.54	\$29.65	\$757.26	0.00	\$0.00	\$0.00	15.50%	\$117.38	\$874.64
DESCRIPTION:											
4/23/2020	1217:160	648H036880	26.08	\$29.65	\$773.27	0.00	\$0.00	\$0.00	15.50%	\$119.86	\$893.13
DESCRIPTION:											
			261.13			0.00					\$8,942.59
JOB# : MCSG/LEHIGH-LOGANSPORT/GOSHEN/IN19037/20			LOGANSPORT, IN TO GOSHEN, IN-IN19037								
LOGANSPORT, IN TO GOSHEN, IN-IN19037			LOGANSPORT, IN TO GOSHEN, IN-IN19037								
4/23/2020	1382:155	648H036890	0.00	\$0.00	\$0.00	7.75	\$101.00	\$782.75	15.50%	\$121.33	\$904.08
DESCRIPTION: 26.26 NOTE: ONSITE 2:15- 5:45											

IN 19037

= 9816.17

Any questions in regard to this invoice, please call (317) 841-0463 or email cristal@kbtco.net

RESOLUTION 57-2020

Approve Execution of Change Order No.8 for Kercher Road Reconstruction Phase 2

WHEREAS this change order is for the adjustment in the chemical modifier to stabilize the road subgrade.

WHEREAS the cost of this change order is \$7,850.54. The project is partially funded under an LPA agreement with funding made available through Michiana Area Council of Governments (MACOG). If funding is available, this work is eligible for 80/20 participation.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Number Eight (8) that is attached to and made a part of this Resolution and Community Development Director Mark Brinson is authorized to execute Change Order No. Eight (8) on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on September 8, 2020.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

RE: **KERCHER ROAD – PHASE 2 – CHANGE ORDER NO. 8
(JN: 2004-0021 / Des. # 1401747)**

Date: September 3, 2020

Attached for the Commission's consideration is Change Order No. 8. The change order is for the adjustment in the chemical modifier to stabilize the road subgrade. Following soil analysis, 5 percent chemical additive was required as opposed to the 4 percent listed in the contract.

The cost associated for installing the additional chemical additive was \$7,850.54.

This project is being partially funded under an LPA agreement, with funding made available through the Michiana Area Council of Governments (MACOG). If funding is available, this work is eligible for 80/20 participation.

Requested Motion: Move to approve Change Order No. 8 in the amount of \$7,850.54 for the installation of additional chemical additive to stabilize the road subbase for the Kercher Road – Phase 2 project, Jn: 2004-0021.

Contract No:R -38157

Change Order No.: 008

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

Page: 1

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: R -38157

AE:Koch, Michael

Letting Date:02/06/2019

PE/S:Ludwig, Jack

Status:Pending

Change Order Information

Date Generated: 00/00/0000

Change Order No.: 008

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Geotechnical Related

Description: Chemical Modifier adjustment

Original Contract Amount \$ 3,758,000.00

Current Change Order Amount \$ 7,850.54 Percent: 0.209 %

Total Previous Approved Changes \$ 13,595.46 Percent: 0.362 %

Total Change To-Date \$ 21,446.00 Percent: 0.571 %

Modified Contract Amount \$ 3,779,446.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

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

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -38157

INDIANA

Date:07/23/2020

Change Order No:008

Department of Transportation

Page: 3

Contract: R -38157
 Project: 1401747 - State:140174700LC2
 Change Order Nbr: 008
 Change Order Description: Chemical Modifier adjustment
 Reason Code: CHANGED COND, Geotechnical Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0130	1401747	0130	215-08666	DOL	7,850.540	1.000	C	Amount:\$ 7,850.54

Item Description: CHEMICAL MODIFIER ADJUSTMENT

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 008 = \$ 7,850.54

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

General or Standard Change Order Explanation

A chemical soil modification study was performed by Alt Witzig Engineering from samples taken on jobsite on August 12 2019. Based on the results it was recommended that a 5 percent spread rate be used instead of 4 percent. The contractor is requesting compensation for the additional cement material and delivery costs incurred. No additional labor costs have been requested. No additional time is being requested. This change order is for phase 3 of this project which consists of the eastbound lane.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: 

Signed By: 

Date: 7/23/2020

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

Contract No:R -38157
Change Order No:008

INDIANA
Department of Transportation

Date:07/23/2020
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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

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 **August 12, 2020 through September 4, 2020** and finds that entries are allowed in the total amount of **\$229,364.01**

APPROVED on September 8, 2020.

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 08/12/20 through 09/04/20

Invoice Date	Payee	Description	Claim #	Line Number	Amount
9/1/2020	Barkes, Kolbus, Rife & Shuler, LLP (00311)	Legal Services for September 1, 2020 to September 30	1762	406-560-00-431.0502	\$4,271.00
9/2/2020	City of Goshen Utilities	65736 State Road 15	1771	406-560-00-439.0930	\$9.17
9/2/2020	Yarkshark, LLC	August Mowing	1764	406-560-00-431.0502	\$1,688.25
9/2/2020	Amazon Capital Services	Desk & supplies	1767	406-560-00-429.0002	\$274.96
9/2/2020	Jones Petrie Rafinski Corp. (00463)	Eisenhower Drive Survey	1768	473-560-00-442.0000	\$18,700.00
9/2/2020	Lochmueller Group(09835)	Kercher Road Phase 1	1766	473-560-00-431.0502	\$319.61
9/2/2020	Lochmueller Group(09835)	Kercher Road Phase 2	1769	473-560-00-431.0502	\$46,020.00
9/2/2020	Menards - Goshen Store # 3096 (01046)	Sneeze Guard	1763	406-560-00-429.0002	\$244.34
9/2/2020	Niblock Excavating, Inc. (00653)	River Race Drive Extension	1770	480-560-00-442.0000	\$120,837.49
9/2/2020	NIPSCO (00014)	65736 State Road 15	1765	406-560-00-435.0101	\$144.54
9/3/2020	V & S Incorporated	Millrace Co-Housing	1772	480-560-00-442.0000	\$8,140.00
9/4/2020	R Yoder Construction	Police Training Facility	1773	480-560-00-442.0000	\$28,714.65
Total:					\$229,364.01



September 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 has been substantially completed and a certificate of occupancy has been issued.

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 construction will start in August 2020.

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 approved an agreement with the Barak Group, LLC, developer of The Crossing subdivision, in 2018. The agreement requires the developer to complete the design for stormwater and road improvements, which will then be bid by the City. There is a new agreement on this month's agenda to terminate the previous agreement as the developer is not ready to proceed and the overall stormwater project needs to be bid before the end of 2020 as the TIF has expired in this area and the funds need to be spent.

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 is scheduled to be complete by October/November. The River Art Apartment building will be the third phase of InSite's Goshen developments as the townhomes will be the next project to begin construction.

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 complete. With Redevelopment's permission in July, Niblock's contract was extended to include additional sidewalk replacement in the 100 block north of Lincoln Avenue. With additional approval from the Redevelopment Commission, the Goshen Street Department will be ordering and working to install the decorative crosswalks.

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 is on schedule to complete with this project in August. Concrete curb work is completed and the contractor is working on the installation of asphalt. The work will finish up with restoration and seed.

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.