



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

This meeting will be conducted under a declared public health emergency covering all of the State of Indiana. In accordance with Mayor Stutsman's Executive Order 2020-16, this meeting will be held with virtual-only public access, including opportunity for questions/comments at the appointed times, via Zoom software. Note that free public Wi-Fi is available at Goshen Public Library.

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

The Goshen Redevelopment Commission will meet on December 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. NEW BUSINESS

Resolution 67-2020 – Ratify Execution of Agreement with DLZ for Design Services for Madison Street Bridge Reconstruction

Resolution 68-2020 – Authorize Issuance of Request for Proposals for Two (2) Parcels at Monroe Street and River Race Drive

Resolution 69-2020 – Approve Execution of Change Order No. 2 for River Race Drive Extension

Resolution 70-2020 – Approve Request to Amend Agreement for the Sale and Purchase of Real Estate at 65736 State Road 15

4. DISCUSSION

TIF Consolidation

Claim Procedure

Annual Report Revision

5. APPROVAL OF REGISTER OF CLAIMS

6 MONTHLY REDEVELOPMENT STAFF REPORT

7. 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.

8. ANNOUNCEMENTS

Next Regular Meeting – January 12, 2021 at 3:00 p.m.

9. EXECUTIVE SESSION

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



NOTICE OF VIRTUAL PUBLIC MEETINGS

Place of Meetings:

Virtual via Zoom software (*Free public Wifi is available at Goshen Public Library*)

Date and Time of Meetings:

No change to regular meeting dates and times

As posted here: www.goshenindiana.org/calendar



Governing Bodies:

Common Council

Cemetery Board

Board of Public Works & Safety

Board of Zoning Appeals

Plan Commission

Park Board

Shade Tree Board

Stormwater Board

Traffic Commission

Redevelopment Commission

Community Relations Commission

Downtown Economic Improvement

Board of Aviation Commissioners

Board of Building Appeals

Sister City Committee

Etc.

Provisions of the Open Door Law, Indiana Code 5-14-1.5-5, apply to public meetings.

Upon order of Mayor Jeremy Stutsman 20 November 2020, and until further notice, all public meetings of the councils, boards, commissions and committees of the City of Goshen occurring during the COVID-19 declared public health emergency covering all of the State of Indiana will be conducted as virtual meetings in accordance with Governor Holcomb's Executive Orders 20-04, 20-09, and 20-47; guidance from Indiana Public Access Counselor Luke Britt; Mayor Stutsman's Executive Order 2020-16, and the City of Goshen Rules for Virtual Public Meetings.



CITY OF GOSHEN RULES FOR VIRTUAL PUBLIC MEETINGS

In accordance with Executive Order 2020-16, all upcoming City of Goshen public meetings and hearings have transitioned to be accessible to the public digitally only—there is no physical public access. The public is encouraged to attend these meetings by clicking on the links to meetings provided on the City’s website calendar: goshenindiana.org/calendar.

Members of the public attending the meetings digitally are expected to follow these rules to help these meetings flow better:

1. Treat these meetings as you would any public meeting that would take place in a physical setting. The same respect and etiquette is expected from attendees as is from members of the boards and commissions.
2. Members of the public can participate in the meeting during the appropriate times when the member conducting the meeting opens a time for public comment.
3. Any comment made by the public must be made to the members of the board or commission and not to other members of the public.
4. Public comment may be limited to no more than three (3) minutes per person. If the comment goes over the three-minute time limit, the member of the public will be subject to be muted.
5. To make a comment: Click on the “Raise Hand” button. The Virtual Meeting Technology Operator will allow the member of the public talk if it is at an appropriate time.
6. At the start of your comment, please state your name and the city you live in.
7. After the comment is made, the Virtual Meeting Technology Operator will disable the public member’s ability to communicate with the board or commission members.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of November 10, 2020

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

CALL TO ORDER/ROLL CALL

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

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

Absent: None

Commission President Thomas Stump announced that Commissioner Andrea Johnson and Commissioner Brett Weddell are participating via Zoom.

APPROVAL OF MINUTES

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve the minutes of the October 13, 2020 regular meeting and executive session.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

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

CHANGES TO THE AGENDA

Commission President Thomas Stump stated that a request was made to add Resolution 66-2020 Approve Funding Request for Eisenhower Drive Railroad Track Removal and remove the Claim Procedure as a discussion item.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to add Resolution 66-2020 to the Agenda and remove the Claim Procedure.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

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

NEW BUSINESS

Resolution 64-2020 – Ratify Execution of Agreement with JPR for Downtown River District Revitalization Plan

(2:07) Becky Hutsell, Redevelopment Project Manager, in September the Commission approved the proposal from JPR to be the selected consultant for the Downtown River District Revitalization Plan. Brining the completed document to the Commission for ratification.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to approve Resolution 64-2020.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

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

Resolution 65-2020 – Authorization to Negotiate and Execute an Agreement with BKV Group for the New South Fire Station Study

(3:15) Becky Hutsell, Redevelopment Project Manager, in September the Commission approved the issuance of a Request for Proposals for the New South Side Fire Station Study and 10 proposals were received. A selection committee of staff and Commissioner Garber scored the proposals and the top three firms were interviewed. The selection committee recommends moving forward with an agreement with BKV Group who has extensive experience with fire station design. A not-to-exceed price of \$12,500 and the project timeline is four months.

(4:49) Commissioner Garber comments on the committee selection of BKV Group.

(5:10) Larry Barkes, Commission Attorney, commented that this project and the Eisenhower Drive Track Removal will need to be added to the project list for the Southeast TIF.

A motion was made by Commissioner Garber and seconded by Commissioner Turner to approve Resolution 65-2020.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

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

Resolution 66-2020 – Approve Funding Request for Eisenhower Drive Track Removal

(6:31) Dustin Sailor, Director of Public Works, stated the tracks are a private spur and the association that manages it indicate they have no funds. This impacts all the business in the corridor. One track is live and the secondary track is part of an old switch track. Berry Plastics is the only company that uses it and we have requested their railroad consultant serves on our behalf and they will cover the costs associated with that. A not to exceed price of \$6,000 and approximately one week to complete.

(9:06) Questions clarifying the repair and removal of track.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to approve Resolution 66-2020.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

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

DISCUSSION

2021 Meeting Dates

(13:13) Mark Brinson, Community Development Director, presented the 2021 Redevelopment Commission meeting dates and Commissioner Stump commented that he is available for regular meeting date in January. Date will be changed to second Tuesday in January.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve the amended 2021 Redevelopment Commission meeting dates.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

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

Kercher Road Change Orders

(14:23) Dustin Sailor, Director of Public Works, updated the Commission on MACOG's participation in the Kercher Road Phase 2 change orders. They will assist with Change Order No. 3, 4, 6, 7, & 8 but not No. 5 as they do not have the funds so it will be non-participating.

(16:00) Question asking who was responsible for identification of the soils in Change Order No. 5.

Parcels at River Race Drive and Monroe Street

(18:23) Mark Brinson, Community Development Director, the map in packet shows the vacant parcels at River Race Drive and Monroe Street. The home was demolished for the River Race Drive project. Have had some interest in the parcels. Will have to go through the RFP process and explained the process. Asking the Commission if there is interest in selling these parcels.

(20:34) Questions about long term plans for these properties and of selling the property.

(25:50) Roland Weaver spoke and told the Commission he wants to build a 2 story structure there.

CRHH Site Plan Review

(27:36) Mark Brinson, Community Development Director, stated that one of the requirements of the contract is that he brings a site plan to the Commission for review and comment. Site plan included in packet.

(29:06) Chris Russell told the Commission of the changes made to home and future plans. End use of property will be a realtor office. Mr. Russell also thanked the Commission for this opportunity to save this home.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Garber and seconded by Commissioner Turner to approve payment of the Register of Claims totaling \$90,158.28.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

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

MONTHLY REDEVELOPMENT STAFF REPORT

(32:48) Mark Brinson reminded the Commission of the Goshen Theater tour and indicated there would not be an Executive Session.

OPEN FORUM

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

ANNOUNCEMENTS

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

ADJOURNMENT

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

The regular meeting was adjourned at 3:34 p.m.

APPROVED on December 8, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 67-2020

Ratify Execution of Agreement with DLZ for Design Services for Madison Street Bridge Reconstruction

WHEREAS the Goshen Redevelopment Commission passed Resolution 61-2020 authorizing the Community Development Director Mark Brinson to negotiate and execute an agreement with DLZ for Evaluation of Options and Design of Madison Street Bridge.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the contract with DLZ for Design Services for Madison Street Bridge Reconstruction which is attached to and made part of this resolution.

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

PASSED and ADOPTED on December 8, 2020.

Thomas W. Stump, President

Andrea Johnson, Secretary

AGREEMENT

COPY

Design Engineering Services for Madison Street Bridge Reconstruction

THIS AGREEMENT is entered into on November 9, 2020, by and between **DLZ Indiana, LLC** (“Contractor” or “DLZ”), whose mailing address is 2211 East Jefferson Boulevard, South Bend, IN 46615, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (“City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

Section 1. Scope of Services.

DLZ shall provide the following services under this agreement which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to provide a comprehensive design, including construction plans and documents for the reconstruction/replacement of the Madison Street Bridge over the Millrace Canal (Bridge 302). The design shall include the extension of utility services to the west side of the Millrace Canal to the site of a proposed pavilion. As part of the comprehensive design, DLZ’s services shall include:

1.1 Survey Work. DLZ shall provide all necessary survey services required to design the project. The topographic survey will extend approximately 200 feet east of the Madison Street bridge and approximately 100 feet west of the bridge for a total length of 360 feet. The survey coverage will extend to the apparent right-of-way which is approximately 35 feet both sides of the Madison Street centerline. The survey shall at least include the following:

1.1.1 Topography

- Location of buildings and structures located within the survey limits.
- Right-of-way and property corners as determined by the record information.
- All utilities including utility markers, valves, manholes, catch basins, hydrants, culverts, and cleanouts.
- All surface labels.
- All pavements, which include pavement markings, centerline markings, edge of pavement, curbs, sidewalks, service walks, retaining walls and driveways.
- All landscaping, which includes trees and their diameters, landscape areas, bushes, shrubs, and other decorative amenities.
- Surface utility information, which includes, but may not be limited to, septic tank lids, sewer cleanouts, pedestals, utility poles with notes regarding underground power drops, and utility reference/warning posts.
- The rim, inverts, and bottom of sewer structures, utility manholes, and vaults.

- 1.1.2 Vertical/Horizontal Control and Documentation
 - Horizontal control shall be local and shall be witness tied.
 - 1.1.3 DLZ's surveyor shall be responsible for acquiring right-of-entries and notifications of pending survey work.
 - 1.1.4 City will provide DLZ available utility information to be incorporated into the final survey drawing.
 - 1.1.5 Deliverable Coordinate System: NAO 1983 State Plane Indiana East FIPS 1301 (US Feet).
- 1.2 Phase I – Alternatives Report
- 1.2.1 DLZ shall provide comprehensive consideration of at least three bridge options to replace the existing bridge. The three bridge options shall include:
 - Option 1 – Single Span Precast Concrete Arch Structure
 - Option 2 – Three Span Continuous Reinforced Concrete Slab Bridge
 - Option 3 – Single Span Prefabricated Steel Truss Bridge
 - 1.2.2 DLZ will also perform a structure size and type analysis of other bridge options as requested by City.
 - 1.2.3 DLZ's alternatives report shall include, but not be limited to, the following items:
 - Evaluate of the viability of the project.
 - Collect relevant background information including information pertaining to the new pavilion to be provided by the City.
 - Procure essential project data in addition to the geotechnical investigation (e.g., traffic projections, construction traffic load requirements, hydraulics).
 - Establish fundamental design criteria with particular consideration to be given to long-term maintenance requirements.
 - Determine alternatives for location, size, and type of the structure.
 - Assess alternatives based on design criteria and total project costs.
 - Identify viable alternatives including a proposed recommendation.
 - Prepare a report with a clear definition of the proposed recommendation for presentation to the Redevelopment Commission.
- 1.3 Geotechnical Investigation
- 1.3.1 City will provide DLZ with previously completed geotechnical investigation information for utility service to the proposed pavilion. This information shall be incorporated into the geotechnical investigation for the new structure.
 - 1.3.2 DLZ shall use Advanced Engineering Services, Inc. to perform a supplemental geotechnical investigation to specifically address the bridge foundation recommendations.
- 1.4 Phase II – Plans and Specifications
- 1.4.1 DLZ will prepare all plans under the City of Goshen/INDOT/AASHTO requirements. In addition to the bridge structure, the plans shall include:
 - Horizontal and vertical design of pavement;

- Drainage design and calculations;
 - Design and plans for erosion control;
 - Design and plans for traffic control;
 - Utility coordination for the bridge replacement as well as the proposed pavilion; and
 - Quantity calculations and cost estimates.
- 1.4.2 Plans shall consist of three submissions – preliminary plans (55%), final check prints (95%), and final tracing submissions (100%).
- 1.4.3 DLZ will prepare the project specifications to be incorporated into City's standard bidding documents.
- 1.5 Construction Permits/Reports
- 1.5.1 DLZ shall submit a joint application for an IDEM Section 401 Regional General Permit and an US Army Corps of Engineers 404 Permit.
- 1.5.2 DLZ shall prepare a Waters of the US Determination Report which will identify any wetlands in the area and establish the ordinary high-water mark.
- 1.5.3 DLZ will use an IDEM accredited asbestos inspector to inspect the existing bridge structure and document the location, friability, conditions and approximate quantity of suspect asbestos containing materials. Bulk samples will be obtained from the suspect asbestos containing materials and taken to a National Voluntary Laboratory Accreditation Program approved laboratory for analysis using Polarized Light Microscopy methods. Upon receipt of the laboratory results, DLZ will prepare an inspection report documenting the results of the asbestos inspection. If asbestos is found, it shall be noted on the plans and quantities provided for removal.
- 1.5.4 DLZ will prepare the application and back-up documentation for the IDEM Rule 5 Erosion Control Permit Application.
- 1.5.5 DLZ shall ensure the conditions of each permit are consistent with the plans, specifications and cost estimate and shall submit copies of all permits with the final bid documents.
- 1.6 Bidding Phase and Construction Phase Services
- 1.6.1 Upon request from City, DLZ shall provide clarifications to the plans and specifications during the bidding process. DLZ agrees to respond to City within eight (8) business hours (8 am to 5 pm) of receiving a request from City. If necessary, DLZ shall prepare addenda to be distributed to bidders.
- 1.6.2 Any additional services may be requested or required during the bidding process or during the construction phase of the project. Upon request from City, DLZ shall review bids received from construction contractors, attend the pre-construction meeting, respond to questions of construction contractor, review shop drawings, and revise plans to address field conditions.

Section 2. Effective Date; Schedule; and Term.

- 2.1 The agreement shall become effective on the day of execution and approval by both parties.
- 2.2 DLZ acknowledges that time is of the essence and that the timely performance of its services is an important element of this agreement. DLZ shall perform all services as expeditiously as is

consistent with professional skill and care in the orderly progress of the services. DLZ shall complete the services in accordance with the following schedule:

- 2.2.1 Topographic survey shall be completed within 45 days of the effective day of this agreement.
- 2.2.2 Alternatives report shall be completed and submitted to City within 15 days of the completion of the survey work.
- 2.2.3 Preliminary plans shall be submitted to City within 30 days of the City's approval of the alternatives report.
- 2.2.4 Waterway permits application shall be made in conjunction with the submission of the preliminary plans.
- 2.2.5 Permit approval is expected to be received within 90 days after submission.
- 2.2.6 Final plans shall be submitted to City within 45 days of City's approval of the preliminary plans.
- 2.2.7 Final tracings shall be provided to City with 15 days of the City's approval of the final plans.
- 2.3 DLZ shall complete all services, excluding the Bidding Phase/Construction Phase Services, by April 30, 2021, unless otherwise terminated by either party in accordance with the terms and conditions of the agreement.
- 2.4 City anticipates to begin the bid solicitation process in May of 2021 with construction occurring in the 2021 construction season. DLZ shall provide the Bidding Phase/Construction Phase Services through the end of the City's bid solicitation process and project construction.

Section 3. Compensation.

- 3.1 City agrees to compensate DLZ for the services under this agreement based on the standard hourly rates set forth in paragraph 3.4 below and the actual hours worked, and shall include reimbursable expenses where indicated, but in no event will the total compensation exceed the amounts set forth as follows for the respective services:

Topographic Survey Not-to-Exceed \$5,200
 Alternatives ReportNot-to Exceed \$6,900
 Bridge and Roadway Design and Plans for Option 1 or Option 3,
 including Maintenance of Traffic..... Not-to-Exceed \$38,100

OR

Bridge and Roadway Design and Plans for Option 2,
 including Maintenance of Traffic..... Not-to-Exceed \$58,100
 Waterway Permits Not-to-Exceed \$2,700
 Waters of the US Report Not-to-Exceed \$3,700, including reimbursable expenses
 Asbestos Inspection..... Not-to-Exceed \$1,200, including reimbursable expenses
 Rule 5 Permit..... Not-to-Exceed \$3,300
 Utility Coordination Not-to-Exceed \$5,600
 Bidding Phase/Construction Phase Services, as required..... Not-to-Exceed \$5,000

- 3.2 City agrees to compensate DLZ for the Geotechnical Investigation, as required (for spread footing foundation) based on the actual invoice for the services performed, but not-to-exceed \$9,600 which is based on Advanced Engineering Services, Inc.'s Proposal No. 2020-263G (Rev.).
- 3.3 Reimbursable expenses include actual out-of-pocket expenses of DLZ for items such as paper, reproduction costs, application fees, advertising fees, photographs, equipment rentals, mileage, miscellaneous supplies and laboratory fees.
- 3.4 DLZ's standard hourly rates are as follows:

49 - Division Manager.....	\$201.23
50 - Department Manager	\$175.35
21 - Project Manager I/II/III/Sr/Group Mngr	\$156.94
553 - Structural Engineer III	\$118.26
552 - Structural Engineer II.....	\$106.02
551 - Structural Engineer I.....	\$85.38
313A – Civil Engineer III.....	\$119.20
313B – Civil Engineer II	\$101.53
313 – Civil Engineer I	\$84.26
314 – Surveyor V	\$133.00
31 – Surveyor	\$112.34
94 – Survey/Mapping Assistant	\$80.50
127 – Party Chief/Foreman/Journeyman.....	\$115.19
232 – Utility Coordinator	\$105.30
223 – Environmental Scientist III	\$101.58
472 – Designer II.....	\$94.06
43 – Clerical I/II/Receptionist/Adm Assist	\$62.27

Section 4. Payment.

- 4.1 City shall pay DLZ for services satisfactorily completed under this agreement as services progress based on the amounts set forth in Section 3.
- 4.2 Payment for services rendered shall be upon City's receipt of a detailed invoice from DLZ for services completed. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 E. Jefferson Street
Goshen, IN 46528

- 4.3 Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 4.4 DLZ is required to have a current W9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents.

City acknowledges Contractor's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor. DLZ shall be allowed to retain copies.

Section 6. Independent Contractor Status.

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

Section 7. Non-Discrimination.

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

Section 8. Employment Eligibility Verification.

- 8.1 Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3.
- 8.2 Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- 8.3 Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 8.4 City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 9. Contracting with Relatives.

Pursuant to Indiana Code § 36-1-21, if the Contractor is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that the Contractor has notified both the elected official and the City's Legal Department prior to entering into this agreement that an elected official of the City of Goshen is a relative of an owner of the Contractor.

Section 10. Indemnification.

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries to the proportionate extent caused by any willful misconduct, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any willful misconduct, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 11. Insurance.

- 11.1 Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- 11.2 Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- 11.3 Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - 11.3.1 Workers Compensation and Employer's Liability - Statutory Limits
 - 11.3.2 General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - 11.3.3 Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - 11.3.4 Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - 11.3.5 Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 12. Force Majeure.

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

of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

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

Section 13. Default.

- 13.1 If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- 13.2 It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- 13.3 Contractor may also be considered in default by the City if any of the following occur:
 - 13.3.1 There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - 13.3.2 Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - 13.3.3 Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - 13.3.4 Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - 13.3.5 A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - 13.3.6 Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - 13.3.7 The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 14. Termination.

- 14.1 The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- 14.2 City may terminate this agreement, in whole or in part, in the event of default by Contractor.

14.3 The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 15. Notice.

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

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

Contractor: DLZ Indiana, LLC
Attention: Gary K. Fisk, P.E., Vice President
2211 East Jefferson Boulevard
South Bend, IN 46615

Section 16. Subcontracting or Assignment.

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

Section 17. Amendments.

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

Section 18. Waiver of Rights.

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

Section 19. Applicable Laws.

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

19.2 Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

Section 20. Miscellaneous.

- 20.1 Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement.
- 20.2 In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- 20.3 These documents shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- 20.4 In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 21. Severability.

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

Section 22. Binding Effect.

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

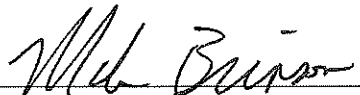
Section 23. Entire Agreement.

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

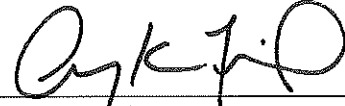
Section 24. Authority to Execute.

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana
Goshen Redevelopment Commission


Mark Brinson
Community Development Director

DLZ Indiana, LLC


Gary K. Fisk, P.E.
Vice President

Date: November 9, 2020

Date: November 9, 2020

RESOLUTION 68-2020

Authorize Issuance of Request for Proposals for Two (2) parcels at Monroe Street and River Race

WHEREAS the Goshen Redevelopment Commission currently owns the two parcels located at Monroe Street and River Race Drive Goshen, Indiana

WHEREAS the Goshen Redevelopment Commission is interested in requesting proposals for the sale of real estate, the two (2) parcels located at Monroe Street and River Race Drive Goshen, Indiana.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the Redevelopment Commission authorizes the issuance of a Request for Proposals for the sale of the two (2) parcels located at Monroe Street and River Race Drive Goshen, Indiana to be opened at a subsequent meeting of the Redevelopment Commission.

PASSED and ADOPTED on December 8, 2020

Goshen Redevelopment Commission

Thomas W. Stump, President

Andrea Johnson, Secretary

REQUEST FOR PROPOSALS TO PURCHASE REAL ESTATE

The Goshen Redevelopment Commission (herein after referred to as “Redevelopment”) is requesting proposals to purchase two (2) parcels of real estate on West Monroe Street in Goshen Indiana.

Real Estate and Structure to be Purchased

The Real Estate for sale and development are parcel numbers 20-11-09-459-004.000-015 and parcel number 20-11-09-459-003.000-015 more particularly described as follows:

Parcel #20-11-09-459-003.000-015:
BARNES 2ND W 43 FT LOT 92 VAC 6FT MONROE ST ADJ IN SIDE EX .26A

Parcel #20-11-09-459-004.000-015:
BARNES 2ND E 32FT OF W 75FT LOT 92 VAC 6FT MONOORE ST
ADJ N SIDE EX .004A

There are no structures on the real estate. A map showing the two parcels is attached as Exhibit A. Redevelopment seeks to sell the two parcels as a single residential development lot. The two parcels need to be combined into a single residential lot.

A proposal must describe in detail the intended use and development of the parcels. The sale of the parcels will be conditional upon the development of the parcels in accordance with the development plan described in the proposal.

A proposal may be conditional upon the City of Goshen granting of specific itemized zoning variances or rezoning.

Submission of Proposal

Any proposal to purchase the parcels of real estate shall be submitted to Mark Brinson, Community Development Director at 204 East Jefferson Street, Suite 6 Goshen, Indiana 46528-3405, no later than 12:00 p.m. (noon) on January 21, 2020.

The proposal shall address all issues contained in the Request for Proposals. Any exceptions to the terms of the Request for Proposals should be clearly noted. The proposal shall be submitted in a sealed envelope clearly marked as a Proposal to Purchase the Monroe Street Real Estate. The proposal shall contain the name, address and telephone number of the person or entity submitting the proposal.

Redevelopment reserves the right to waive any informalities or irregularities in the selection process. Mark Brinson may be contacted to answer any questions; however, any oral communication will be considered unofficial and non-binding.

This Request for Proposals does not commit Redevelopment to sell the real estate. Redevelopment reserves the right to accept or reject any or all proposals received, to negotiate with qualified persons or entities who submit a proposal, or to cancel the Request. Redevelopment may require a person or entity submitting a proposal to submit any additional data or information Redevelopment deems necessary.

Redevelopment may request a person or entity submitting a proposal to revise one (1) or more elements of its proposal in accordance with contract negotiations. Redevelopment reserves the right to evaluate proposals for a period of sixty (60) days before deciding which proposal, if any, to accept. The terms offered in any proposal shall be maintained through the evaluation period.

In determining the highest and best proposal, Redevelopment will consider the following factors:

1. The experience, the financial capacity and the organizational capacity of the entity submitting the proposal to successfully plan, construct and complete the proposed development.
2. The overall quality of the submission and the extent to which the proposed development is compatible with the existing neighborhood.
3. The entity's ability to make the proposed improvements with reasonable promptness.
4. The proposed completion date for the project.
5. The size and character of the improvements proposed to be made by the entity submitting the proposal.
6. Whether adequate parking for the development is included in the plan.
7. The proposed purchase price to be paid to Redevelopment.
8. Whether the entity submitting the proposal is a trust and whether the submission identifies the beneficiary of the trust and whether the settlor is empowered to revoke or modify the trust.
9. The nature of any variance or rezoning requested.

If no offers are received by January 21, 2021 that equal or exceed Eleven Thousand Two Hundred Dollars (\$11,200.00). Redevelopment may select a proposal offering less than Eleven Thousand Two Hundred Dollars (\$11,200.00) but only after Redevelopment accepts additional proposals until Monday, February 23, 2021 at 12:00 p.m. (noon). Any proposal submitted after January 21, 2021 must be submitted to Mark Brinson Community Development Director at 204 East Jefferson Street, Suite 6, Goshen IN 46528, no later than February 23, 2021 at 12:00 p.m., (noon). All proposals will be opened at the Goshen Board of Public Works and Safety at the February 23, 2021 2:00 p.m. meeting at the Police and Court Building located at 111 E. Jefferson Street, Goshen, Indiana. Any proposal received by the Board of Works will be forwarded to the Redevelopment Commission's staff for

consideration and review by the Redevelopment Commission. After accepting proposals for the additional period, Redevelopment may select the highest and best proposal using the criteria set forth in this Request for Proposals with no minimum price.

Some or all of the entities submitting a proposal may be requested to discuss their proposals with the Commission or Redevelopment's staff. Entities submitting proposals may be asked to respond to additional questions. Redevelopment staff will make a recommendation to the Commission as to which proposal, if any, should be selected. Redevelopment may select a proposal after considering the staff recommendation and the criteria described in this proposal.

A development agreement will be negotiated by Redevelopment's staff and the entity submitting the selected proposal. The negotiated agreement will be presented to Redevelopment for approval.

Obligations of Entity Submitting a Proposal

The entity submitting the selected proposal must agree to each of the following:

1. The proposed development will be constructed in compliance with all Indiana Building Codes, City of Goshen Ordinances, Policies, and Standards, including Zoning Ordinances, Subdivision Standards, Landscaping Ordinances, Construction Site Stormwater Runoff Control Ordinances and Post Construction Stormwater Management Ordinances.
2. The parcels may not be used in a manner that would be reasonably offensive to the owners or users of neighboring real estate or would tend to create a nuisance.
3. The selected entity will construct any needed water building lines, sewer building lines and storm water facilities for any structure constructed on the real estate parcels.
4. The selected entity will be required to enter into a purchase agreement incorporating the terms of this Request for Proposals, the terms included in the successful proposal and other provisions negotiated by Redevelopment's staff and the entity submitting the proposal.
5. Any entity submitting a proposal may condition the proposal upon receiving variances or re-zoning.
6. The selected entity will construct sidewalks built to City specifications adjacent to the parcels along all dedicated public streets.

Any expense incurred by the entity submitting the successful proposal to meet the above requirements will be paid by the entity submitting the proposal.

Instructions for Submitting Proposals

Requests for Clarifications and Addenda

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

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

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

Trusts

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

Preparation and Submission of Proposals

An entity submitting a proposal must submit the following items:

1. Cover Letter.
A cover letter on the entity's company letterhead (if applicable) submitted and signed by a person authorized by the entity to submit and sign the proposal. The cover letter shall include the following:

- a) The entity's name, address, and telephone number;
- b) The name of the person authorized to submit/sign the proposal, his/her title, telephone number and e-mail address;
- c) The entity's Federal ID number if any; and
- d) The entity's State ID number if any.

2. Financial Information.

A financial statement that is specific enough so that a proper determination can be made of the entity's financial capability to complete the project.

3. Project Proposal Conceptual Explanation.

A conceptual explanation of Project Proposed including:

- a) A plan with as much detail as possible, including land uses, building designs, building elevations and a description of how the development complements and interacts with the surrounding area.
- b) All structural improvements to be made to the real estate including new structures to be constructed on the real estate.
- c) A description of the components of the development plan that includes information about the building design, size, density and amenities.
- d) A project budget including estimated soft costs and construction expenses.

4. Schedule.

A proposed timeline for the development of the real estate, including any conditions that must be met before the proposal can be commenced. The schedule should include:

- a) Time needed to obtain financing.
- b) Land use approvals.
- c) Design completion.
- d) Site preparation.
- e) Start and completion of construction.

5. Price.

Price to be paid for the purchase of the real estate.

6. Proposals.

- a) All proposals shall be submitted in a sealed envelope. No facsimile or email submission will be accepted. The envelope must be labeled with the submitting entity's name and address; and the words "Monroe Street Real Estate Proposal"
- b) If a proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Monroe Street Real Estate Proposal Enclosed" on the face of the outer envelope.
- c) Proposals shall be filed with Mark Brinson, Community Development Director, City of Goshen Redevelopment Commission, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528.
- d) Any entity wishing to make a proposal to purchase the real estate offered for sale must submit their sealed, written proposal to Mark Brinson no later than Tuesday, January 21, 2021 at 12:00 p.m. local Goshen time, unless no qualifying proposal is submitted to Redevelopment.
- e) If no qualifying proposals are received on January 21, 2021 additional proposals will be accepted by Mark Brinson until 12:00 p.m. on February 23, 2021.
- f) All proposals submitted become the property of the City and are a matter of public record.
- g) Commission is not responsible for late or lost proposals due to mail service inadequacies, traffic or other similar reasons. Proposals received after the designated time will not be considered in the selection process.
- h) Commission reserves the right to accept or reject any or all proposals and to waive informalities or irregularities in the selection process.
- i) Proposals shall be submitted as follows: At least one hard copy of any proposal must be submitted to Redevelopment by the entity submitting the proposal.
- j) Any modifications made to a proposal before submission must be initialed in ink by the submitting entity's authorized representative. A submitting entity may, upon written request, modify or withdraw their proposal at any time prior to the opening date and time. A request to modify or withdraw a proposal must be signed by the same person or persons who signed the original proposal submitted. No proposal may be modified or withdrawn after the opening of the proposal without the agreement of Redevelopment.

Opening of Proposals

The proposals received will be opened in public by Redevelopment at the Redevelopment Commission meeting on January 21, 2021 at 3:00 p.m. in the City Courtroom / Council Chambers located at 111 East Jefferson Street, Goshen, Indiana. If no proposal meets the minimum offer price additional proposals will be received until 12:00 (noon) on February 23, 2021 and will be opened by the Goshen Board of Public Works and Safety on February 23, 2021 at 2:00 p.m.

General Terms and Conditions

Conflict of Interest / Non-Collusion

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

Applicable Laws.

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

Costs for Submitting Proposal

Redevelopment will not be liable for any costs incurred by the respondents in replying to this Request for Proposals. Redevelopment is not liable for any costs

for work or services performed by the selected Proposer prior to the award of a contract.

Authority to Bind Submitting Entity.

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

RESOLUTION 69-2020

Approve Execution of Change Order No. 2 for River Race Drive Extension

WHEREAS this is a balancing change order. The original contract amount was \$229,785.25 and Change Order No. 1 & 2 decreased the contract amount by \$16,727.38 for a final contract amount of \$213,057.87, a 7.28 percent decrease.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Number Two (2) which is attached to and made part of this Resolution and Community Development Director Mark Brinson is authorized to execute Change Order No. Two (2) on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on December 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: Redevelopment Commission

FROM: Goshen Engineering

RE: **RIVER RACE EXTENSION - CHANGE ORDER NO. 2
(JN: 2017-0014)**

DATE: November 23, 2020

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

Change Order No. 2 is a balancing change order. The original contract was \$229,785.25; Change Order No. 1 & 2 decreased the total contract by (\$16,727.38) for a final contract amount of \$213,057.87, which is a decrease of 7.28 percent.

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

Original contract amount	\$229,785.25
Change Order No. 1	\$5,308.16
Change Order No. 2	(\$22,035.54)
Revised contract amount	\$213,057.87

Suggested Motion:

Move to approve Change Order No. 2 to finalize the contract amount of 213,057.87.

CHANGE ORDER FORM

Pg 1 of 4

Change Order No. 2
Date: 11/25/2020

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

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

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

Line item adjustments to serve as a balancing change order to close the project.

7.2	Common Excavation for Undercutting, Undis. (Note: This balances the line item out)	-263.6 CYD	@	\$25.25	-----	-\$6,655.90
7.3	B-Borrow for Undercut Backfill (Note: This balances the line item out)	-263.6 CYD	@	\$33.50	-----	-\$8,830.60
8.1	Temp. Erosion Control, Gravel Access Pad (Note: This balances the line item out)	-1 EA	@	\$4,050.00	-----	-\$4,050.00
9.1	Compacted Aggregate Base, No. 53 (Note: This balances the line item out)	-115.76 TON	@	\$29.00	-----	-\$3,357.04
10.1	HMA Base, #5 (Note: This balances the line item out)	45.62 TON	@	\$85.00	-----	\$3,877.70
10.2	HMA Intermediate, #8 (Note: This balances the line item out)	11 TON	@	\$90.00	-----	\$1,001.70
10.3	HMA Surface, #3 (Note: This balances the line item out)	8.76 TON	@	\$110.00	-----	\$963.60
12.1	Standard Curb and Gutter, Concrete (Note: This balances the line item out)	-10 LFT	@	\$27.00	-----	-\$270.00
12.3	Depressed Curb & Gutter, Concrete (Note: This balances the line item out)	71 LFT	@	\$32.00	-----	\$2,272.00
12.4	Sidewalk, Concrete, 4" (Note: This balances the line item out)	-39.7 SYD	@	\$60.00	-----	-\$2,382.00
12.5	Decorative Stamped Concrete, 4" (Note: This balances the line item out)	-4 SYD	@	\$400.00	-----	-\$1,600.00
12.6	Curb Ramp, ADA (Note: This balances the line item out)	-5.8 SYD	@	\$155.00	-----	-\$899.00

CHANGE ORDER FORM

Pg 2 of 4

Change Order No. 2
Date: 11/25/2020

12.7	Concrete Pavement, 8" (Note: This balances the line item out)	42 SYD	@	\$134.00	-----	\$5,628.00
12.8	Concrete Pavement, 9" (Note: This balances the line item out)	-23 SYD	@	\$155.00	-----	-\$3,565.00
13.1	Storm Sewer Pipe, 12" PVC (Note: This balances the line item out)	-10 LFT	@	\$45.00	-----	-\$450.00
13.2	Storm Sewer Pipe, 12" RCP (Note: This balances the line item out)	-2.0 LFT	@	\$50.00	-----	-\$100.00
13.3	Storm Sewer Pipe, 15" RCP (Note: This balances the line item out)	-50 LFT	@	\$55.50	-----	-\$2,775.00
16.1	Nursery Sodding (Note: This balances the line item out)	-332 SYD	@	\$7.50	-----	-\$2,490.00
17.1	Traverse Marking, Thermo, White, Stop Line (Note: This balances the line item out)	-1 LFT	@	\$9.00	-----	-\$9.00
17.2	Traverse Marking, Thermo, White, Xwalk (Note: This balances the line item out)	51 LFT	@	\$4.50	-----	\$229.50
19.1	Chain Link Fence (Note: This balances the line item out)	20 LFT	@	\$40.00	-----	\$800.00
20.1	Decorative Bollard (Note: This balances the line item out)	-3 EA	@	\$400.00	-----	-\$1,200.00
CO1.1	Storm Sewer Pipe, 12" CL50, DIP (Note: This balances the line item out)	-9 LFT	@	\$87.00	-----	-\$783.00
CO2.1	Sod/Seed/Straw/Erosion Control (Note: This balances the line item out)	330 SYD	@	\$2.45	-----	\$808.50
CO2.2	Light Base Remove and Relocate (Note: This balances the line item out)	1 EA	@	\$1,800.00	-----	\$1,800.00

Total = -\$22,035.54

CHANGE ORDER FORM

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Change Order No. 2

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$229,785.25
2. Net (Addition/Reduction) due to all Previous Contract Supplements Numbers 1 to <u>1</u>	\$5,308.16
3. Amount of Contract, not including this supplement	\$235,093.41
4. Addition/Reduction to Contract due to this supplement	(\$22,035.54)
5. Amount of Contract, including this supplemental	\$213,057.87
6. Total (Addition/Reduction) due to all Change Orders (Line 2 + Line 4)	(\$16,727.38)
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)	-7.28%

III. CONTRACT SUPPLEMENT CONDITIONS

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

CHANGE ORDER FORM

Pg. 4 of 4

Change Order No. 2

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor 11.19.2020
Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

Mark Brinson, Community Dev

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____
Signature of authorized representative

Printed

Title

RESOLUTION 70-2020

Approve Request to Amend Agreement for the Sale and Purchase of Real Estate at 65735 State Road 15

WHEREAS in September the Commission approved the purchase agreement for the sale of 65736 State Road 15.

WHEREAS an inspection of the property in October indicated theft and damage to the electrical wiring and plumbing.

WHEREAS the purchase agreement has been amended to reflect the cost of the damage and purchasing the property "as is".

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement Amendment with Nathan & Amber Butler for the purchase of 65736 Stater Road 15 and Community Development Director Mark Brinson is authorized to execute the Agreement Amendment for the Sale and Purchase of Real Estate at 65736 State Road 15.

PASSED and ADOPTED on December 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: December 8, 2020

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

In September, the Commission approved a purchase agreement for the sale of 65736 SR 15 with the following terms:

- Purchase Price: \$50,000 (\$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)
- Intended Use: Single-family home for personal use
- Renovation Proposal: Extensive renovation plan submitted with offer. Buyers' original estimates for initial renovations expected to be approximately \$69,000.
- Contingencies/conditions: Contingent on sale of current home in Goshen, independent inspection.

On October 2nd, staff filed a police report with the Elkhart County Sheriff's Department as an inspection of the property revealed that the basement had been broken into and that a significant amount of electrical wiring and plumbing had been cut and stolen. A claim was filed with the City's insurance company but, due to the fact that the property was vacant for more than sixty (60) days, the vandalism is not covered by the policy.

Goshen Plumbing and Heating conducted a walk through but indicated that they are not willing to provide a formal quote due to the extent of the damage; however, they would do the work and invoice for time and materials. It's estimated that it will take 160 hours to repair all of the damage to the boiler system. At \$80/hour the estimate would be \$12,800. There would also be an estimated \$700 in materials, for a total of \$13,500 for boiler repairs.

We did receive a formal quote for the electrical repair work from Graber Electric. The quote is \$3,000 and is based upon the wiring damage that is visible from the basement.

The total estimate is:

Boiler repairs	\$13,500
<u>Electrical repairs</u>	<u>\$3,000</u>
TOTAL	\$16,500

In talking with the Butler's, they are still interested in purchasing the property and we'd indicated that we could either 1) make the repairs and have them pay the agreed upon \$50,000 or 2) reduce the purchase price by \$20,000 to counter the repair costs for damages. In having them make the repairs, staff time would not be required to get additional quotes and oversee the work. In addition, with so many unknowns, the \$16,500 estimate could easily go higher.

The Butler's are willing to proceed with the second option of purchasing the property "as is" with the purchase price reduced by \$20,000. The purchase agreement has been amended to reflect an initial payment at the time of closing of \$10,000 with the remaining \$20,000 paid within five (5) years. As previously agreed, a second mortgage will be placed on the property until the intended repairs are completed, including the electrical and plumbing damage. Their original offer was contingent upon the sale of their current home but they are now willing to proceed right away with acquisition of this property so that the necessary electrical and plumbing repairs can be made prior to their relocation this the home.

All other details of the purchase agreement remain the same. We're requesting the Commission's approval of the amended purchase price.



**Department of Community Development
CITY OF GOSHEN**

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

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

communitydevelop@goshencity.com • www.goshenindiana.org

Memo

To: Goshen Redevelopment Commission
From: Mark Brinson
Subject: Consolidation of TIF Districts
Date: December 3, 2020

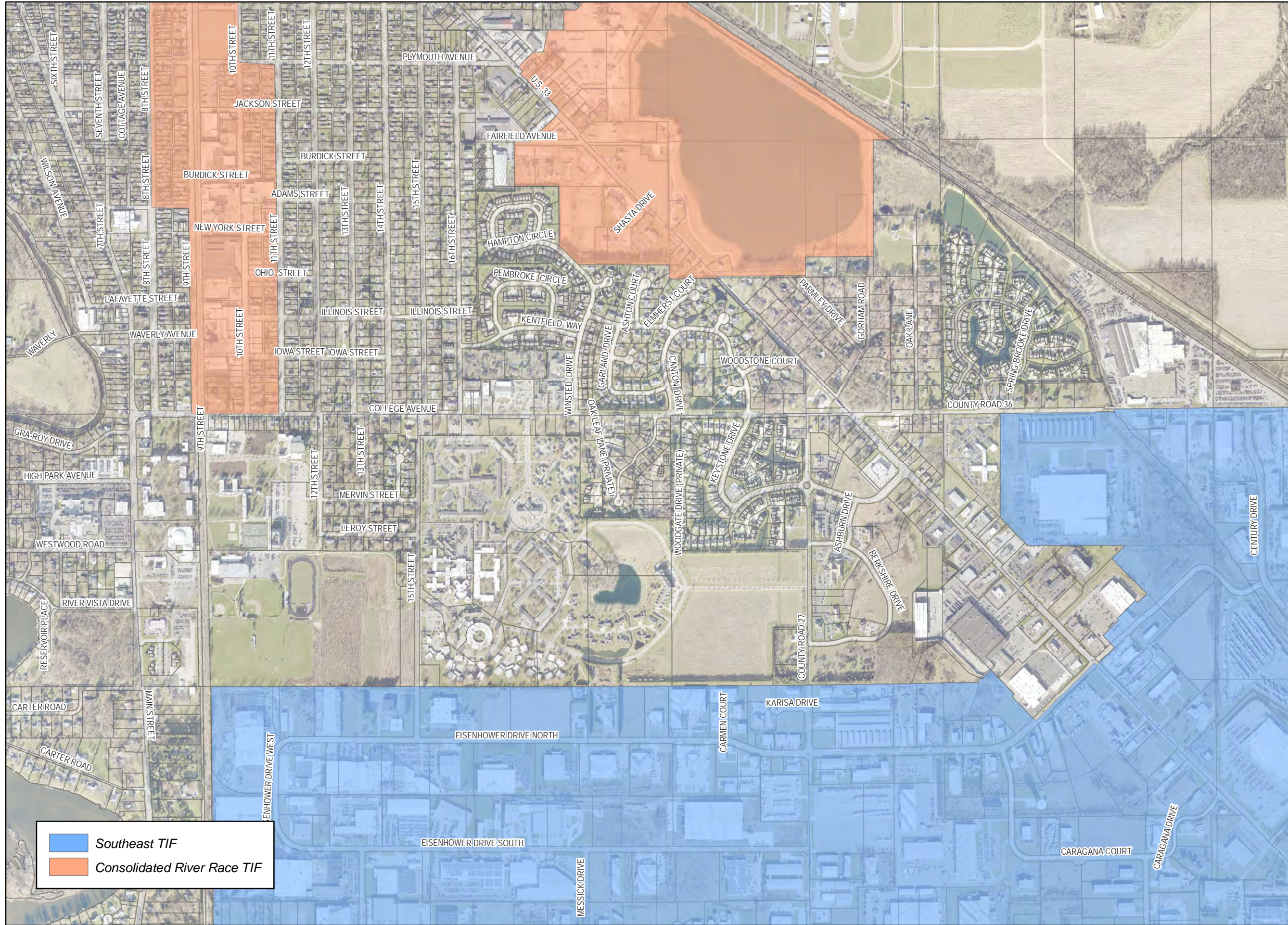
In 2012 the Goshen Redevelopment Commission combined a total of six TIF districts into two consolidated districts: the Consolidated River Race/US 33 TIF and the Consolidated Southeast TIF. By consolidating TIF districts, the Redevelopment Commission gained the ability to use TIF generated in any part of the combined TIF district throughout the new consolidated TIF.

In addition to simplifying the budgeting and accounting process, consolidation allows the Commission much more flexibility in funding projects throughout a larger geographical area. This flexibility was critical in the Commission's ability to fund projects like the Goshen Theater, Waterford Mills Parkway and Kercher Road, all of which benefit an area that extends far beyond the individual TIF districts.

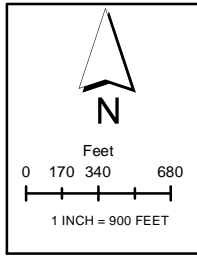
Consolidation does not extend the life of any existing TIF areas, nor does it generate any additional revenue. It will not change the existing tax revenue to any underlying taxing district, such as the school district, and it will not impact the property taxes paid by any taxpayer.

We would like to discuss the possibility using the same approach to combine the River Race/US 33 and the Southeast TIF areas. Consolidation will allow us to pursue important projects which will benefit the community that might not be possible without this flexibility. The consolidation process involves approvals by the Redevelopment Commission and City Council, and would take several months to complete.

As always, the Redevelopment Commission will approve all expenditures of TIF revenue as new projects develop in the future.



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

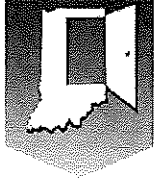


The City of Goshen
 Department of Public Works & Safety
 Office of Engineering
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax: 574-533-8626

TIF Consolidation Connection Options
 Information as of
 December 8, 2020

X-No.

INDIANA Gateway for government units



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[Redevelopment Report for 2019](#) ▾

[Parcel Upload \(ParcelUpload.aspx\)](#)

[View Parcels](#)

[View Files \(ParcelFiles.aspx\)](#)

[Download the TIF Parcel Excel template. \(http://www.in.gov/dlgf/files/TIF_File_-_Template_\(2\).xlsx\)](http://www.in.gov/dlgf/files/TIF_File_-_Template_(2).xlsx)

Parcels

Selected TIF District:

T20125 - Plymouth Ave ▾

TIF Code	Year	County	Parcel Num Original	Parcel Num Parsed	PTC	Taxpayer Name	Gross AV	Net AV	Base AV	Inc AV
T20125	2019	20	201117301017000015	201117301017000015	R	PILGRIM PARTNERS LLC	\$1,861,400	\$1,861,400	\$6,856	\$1,854,544
T20125	2019	20	201117301021000015	201117301021000015	R	PILGRIM PARTNERS LLC	\$500	\$500	\$0	\$500
T20125	2019	20	201117301018000015	201117301018000015	R	PILGRIM PARTNERS LLC	\$4,900	\$4,900	\$0	\$4,900

Indiana Gateway for Government Units is the collection platform for local units of government to submit required data to the State of Indiana, as well as a public access tool for citizens. It represents a unique partnership between the State of Indiana and the [Indiana Business Research Center \(http://www.ibrc.indiana.edu\)](http://www.ibrc.indiana.edu) at IU's Kelley School of Business, with initial support from the Lilly Endowment and sustainable support from the State of Indiana.

POWERED BY

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(<http://ifionline.org/>)

Participating state agencies currently include the [Indiana Department of Local Government Finance \(http://www.in.gov/dlgf\)](http://www.in.gov/dlgf), the [State Board of Accounts \(http://www.in.gov/sboa\)](http://www.in.gov/sboa), the [Indiana Education Employment Relations Board \(http://www.in.gov/ieerb/\)](http://www.in.gov/ieerb/) and the [Indiana Gaming Commission \(http://www.in.gov/igc/\)](http://www.in.gov/igc/).

Need Help? Email: [Indiana Department of Local Government Finance \(mailto:gateway@dlgf.in.gov\)](mailto:gateway@dlgf.in.gov)

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **November 11, 2020 through December 4, 2020** and finds that entries are allowed in the total amount of **\$284,681.86**

APPROVED on December 8, 2020.

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 11/12/20 through 12/4/20

Invoice Date	Payee	Description	Claim #	Line Number	Amount
11/20/2020	Goshen, City of	USEPA Revolving Loan - Brownfield Payment	1804	480-560-00-442.0000	\$75,000.00
12/1/2020	Prosperity Indiana	Annual Dues	1806	406-560-00-439.0301	\$500.00
12/1/2020	City of Goshen Utilities	Final bill 65736 State Road 15	1805	406-560-00-439.0930	\$12.42
12/1/2020	City of Goshen Utilities	Jefferson Street Parking Lot	1805	480-560-00-442.0000	\$186.01
12/1/2020	Baker Tilly Municipal Advisors, LLC	Annual Report - Lippert/Dierdorff	1815	474-560-00-431.0502	\$1,395.10
12/1/2020	Baker Tilly Municipal Advisors, LLC	Annual Report - Plymouth	1815	484-560-00-439.0930	\$1,397.00
12/1/2020	Baker Tilly Municipal Advisors, LLC	Annual Report - River Race	1815	480-560-00-439.0930	\$8,028.00
12/1/2020	Baker Tilly Municipal Advisors, LLC	Annual Report - Southeast	1815	473-560-00-439.0930	\$8,028.00
12/1/2020	Baker Tilly Municipal Advisors, LLC	Arbitrage Rebate and Yield Restriction Analysis - Lease	1815	406-560-00-431.0502	\$2,900.00
12/1/2020	Barkes, Kolbus, Rife & Shuler, LLP (00311)	Legal Services for December 1, 2020 to December 31,	1808	406-560-00-431.0502	\$4,271.00
12/1/2020	Community Business Equipment (04491)	Office Supplies	1810	406-560-00-429.0002	\$43.95
12/1/2020	Commercial Appraisal Services, Inc. (09958)	Appraisal of parcels at River Race Dr and Monroe St	1814	480-560-00-439.0930	\$400.00
12/1/2020	Indiana Department of Transportation (00988)	Northwest Bike Trail	1809	480-560-00-431.0502	\$280.00
12/1/2020	Jones Petrie Rafinski Corp. (00463)	Downtown River District Revitalization	1813	480-560-00-431.0502	\$70.00
12/1/2020	Lochmueller Group(09835)	Kercher Road Phase 1	1807	473-560-00-431.0502	\$1,193.99
12/1/2020	Lochmueller Group(09835)	Kercher Road Phase 2	1807	473-560-00-431.0502	\$1,696.28
12/1/2020	Menards - Goshen Store # 3096 (01046)	Supplies for 65736 State Road 15	1811	406-560-00-436.0100	\$16.93
12/1/2020	Niblock Excavating, Inc. (00653)	River Race Drive Extension	1812	480-560-00-442.0000	\$22,035.54
12/2/2020	Yarkshark, LLC	November Mowing & Fall Clean Up	1818	406-560-00-431.0502	\$1,079.25
12/2/2020	Clear Creek & Associates, Inc.	Downtown Vault Evaluation	1817	480-560-00-442.0000	\$6,412.50
12/2/2020	A & M Home Services	Roof at 401 S 3rd St	1819	480-560-00-442.0000	\$6,920.16
12/2/2020	American Structurepoint, Inc. (03093)	College Avenue	1816	473-560-00-431.0502	\$14,688.82
12/2/2020	Kelly Appraisals (05993)	Appraisals for parcels at River Race Drive & Monroe St	1820	480-560-00-439.0930	\$600.00
12/2/2020	Rebecca Hutsell (10238)	Clothing Allowance	1821	406-560-00-413.0701	\$100.00
12/3/2020	R Yoder Construction	Police Training Facility	1822	480-560-00-442.0000	\$60,324.93
12/4/2020	City of Goshen (0200)	River Race TIF Salary Reimbursement	1824	480-560-00-431.0200	\$35,673.40
12/4/2020	City of Goshen (0200)	Southeast TIF Salary Reimbursement	1824	473-560-00-431.0200	\$29,560.33

Invoice Date	Payee	Description	Claim #	Line Number	Amount
12/4/2020	Abonmarche (05859)	Hoppy Trails Subdivision Plat Revisions	1823	480-560-00-439.0930	\$1,868.25
Total:					\$284,681.86



December 2020 Redevelopment Staff Report

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 2021.

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 is scheduled to be completed by December 7, 2020.

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. Goshen Engineering continues to work towards bidding this project. Construction is planned for the spring of 2021.

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 agreement negotiation with the Barak Group, LLC, ended without an agreement. Agreements are in place with the adjoining property owners to allow the drainage improvements to proceed. To avoid loss of the collected TIF funds, Civil City is partnering with the Redevelopment Commission to fund the stormwater design. The Stormwater Department will assist with some of the anticipated construction cost overrun up to \$200,000. The agreement with the design consultant has been completed, and the design is anticipated to begin in 2020, with construction occurring in 2021.

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 is nearing completion and they will be going through the Tech Review process for the apartment building over the next several months. It is anticipated that construction will not begin until later in 2021.

PROJECT: DOWNTOWN VAULT ASSESSMENT

PROJECT DESCRIPTION

Downtown vaults have been discussed for many years as a public safety concern. Since the incident in 2012, effort and resources have been committed to identify, assess, and eliminate vaults. Many vaults have removed, but there are approximately 26 vaults remaining. Work through the next steps, staff determined a vault assessment by a structural engineer was necessary. The Commission agreed to fund the assessment, and a contract was awarded to Clear Creek & Associates.

PROJECT UPDATE

Clear Creek & Associates has begun making contact with property owners. Over the next couple of months the assessment will be performed, with the final report due to be delivered to the City in January 2021.

PROJECT: EISENHOWER DRIVE RECONSTRUCTION

PROJECT DESCRIPTION

Eisenhower Drive North and South's pavement has been chip and sealed multiple times in the last ten years and is ready for reconstruction. Goshen Engineering has prepared bid documents for the full reconstruction of the pavement cross section.

PROJECT UPDATE

The project is schedule to be released for bid in November 2020 with bids due in December 2020. Construction will occur in the summer of 2021.

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 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 in the spring once the subdivision process is complete.

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 hired Lochmueller Group to conduct a traffic study, to further evaluate the options and prepared an interlocal agreement, which defined the roles and responsibilities of both parties in the design and construction of this roadway. At this time, no action is triggered by the traffic study but will be amended if circumstances change with further development within the Southeast TIF.

PROJECT: DOWNTOWN RIVER DISTRICT REVITALIZATION PLAN

PROJECT DESCRIPTION

The Goshen Redevelopment Commission authorized the issuance of a Request for Proposals (RFP) to prepare a revitalization plan for the Downtown River District. The district is located in the downtown, from the Elkhart River west to Third Street and from Lincoln Avenue north to Pike Street. The revitalization plan will guide future public and private investments in the area, particularly several key redevelopments sites, which include the former County Jail site.

PROJECT UPDATE

On September 8, 2020, the Redevelopment Commission selected Jones Petrie Rafinski (JPR) to serve as the planning consultant for this project. The professional services contract has been executed and meetings with the Steering Committee have started. .

PROJECT: MADISON STREET BRIDGE REPLACEMENT

PROJECT DESCRIPTION

The replacement of the Madison Street Bridge is necessary prior to the construction of the Multi-Use Pavilion, as it will be required to handle heavy truck traffic during construction of the pavilion. The project is planned for construction during the 2021 construction season and will cost an estimated \$610,000.

PROJECT UPDATE

On September 8, 2020, the Redevelopment Commission approved the issuance of a Request for Proposals (RFP) for design services. The design will include an evaluation of various bridge design alternatives prior to preparing full design and construction documents. DLZ was selected as the design consultant and work has started.

PROJECT: SOUTH FIRE STATION STUDY

PROJECT DESCRIPTION

The Five-Year Capital Plan includes the construction of a new south fire station. There is \$200,000 allocated for design in 2020 and an additional \$2.5 million for construction in 2022. The new fire station will replace the College Avenue station and will improve overall response times for emergency services.

PROJECT UPDATE

Prior to the complete design of the new fire station, a study will be completed to develop a program of requirements and a final schematic design with cost estimates. These plans will serve to guide the development of architectural plans and construction documents. A RFP was issued and BKV Group was selected to conduct the study. The Legal Department is working on the professional services agreement.

PROJECT: WEST JEFFERSON STREETScape

PROJECT DESCRIPTION

The Five Year Capital Plan include the reconstruction of West Jefferson Street between Third Street and Main Street. The project will incorporate the use of brick pavers to address stormwater restrictions in this area. The project will also include the reconfiguration of parking, decorative street lighting, and street trees. The estimated cost of the project is \$500,000, plus and an additional cost of \$100,000 for design fees.

PROJECT UPDATE

The Commission approved the issuance of RFP for design of the street improvements. The RFP has not been issued because there is a possibility of purchasing property along this corridor, which would impact the scope of the design project.