



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF February 9, 2021**

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

The Goshen Redevelopment Commission will meet on February 9, 2021 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. CHANGES TO THE AGENDA**
- 3. APPROVAL OF MINUTES** – Regular Meeting and Executive Session
- 4. PRESENTATION** – Jason Semler – TIF Funding – Impact of releasing assessed value to underlying districts
Downtown Vault Evaluation – Clear Creek & Associates
- 5. NEW BUSINESS**
 - Resolution 04-2021** – Authorize Execution of Contract Amendment with Clear Creek and Associates for Downtown Vault Structural Evaluations
 - Resolution 05-2021** – Approve Request for Professional Service Fee for the Traffic Study for the Consolidated County Court Complex
 - Resolution 06-2021** – Request Approval of Recommended Alternative for the Reconstruction of Madison Street Bridge – Bridge #302
 - Resolution 07-2021** – Approve Request to Authorize Execution of a Purchase Agreement for 113 West Jefferson Street
 - Resolution 08-2021** – Approve Request to Negotiate and Execute an Agreement with Heron Environmental, LLC for a Phase 1 Environmental Site Assessment at 113 West Jefferson Street
 - Resolution 09-2021** – Approve Request to Execute an Agreement with BKV Group for the New South Fire Station Study
 - Resolution 10-2021** – Approve Request to Negotiate and Execute an Agreement for the Sale of the Monroe Street Parcels
- 6. DISCUSSION** – Arts & Cultural District
- 7. UPDATE**
 - Goshen Community Schools Manufacturing Academy
- 8. APPROVAL OF REGISTER OF CLAIMS**
- 9. MONTHLY REDEVELOPMENT STAFF REPORT**
- 10. 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.
- 11. ANNOUNCEMENTS**
 - Next Regular Meeting – March 9, 2021 at 3:00 p.m.
- 12. EXECUTIVE SESSION**

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

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of January 12, 2021

The Goshen Redevelopment Commission met in a regular meeting on January 12, 2021 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

Commission President Thomas Stump read the Executive Order.

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, Thomas Stump, Vince Turner, Brett Weddell and Bradd Weddell

Absent: Andrea Johnson

Commission President Thomas Stump indicated that he was participating in person and other Commissioners were participating via Zoom.

CHANGES TO THE AGENDA

Commissioner Stump stated that it has been requested to add Resolution 03-2021 – Approve Request to Issue a Request for Proposals to Conduct a Traffic Analysis and Engineering Study for the Roadways adjacent to the Consolidated County Court Complex to the agenda and there were no objections.

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve the minutes of the December 8, 2020 regular meeting and executive session.

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

Ayes: Garber Stump Turner Weddell

Nays: None

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

OPEN PROPOSALS – Purchase of Real Estate – West Monroe Street

Commissioner Stump opened the proposal received from Roland Weaver and per Larry Barkes, Commission Attorney, it appears to be a qualifying offer.

NEW BUSINESS

Resolution 01-2021 - Approve Request for Execution of Agreement for the Sale and Purchase of Real Estate at 65736 State Road 15.

(5:00) Becky Hutsell, Redevelopment Project Manager, requesting formal approval of the agreement for the sale of 65736 State Road 15. The agreement requires that the purchasers submit both demolition and renovations plans for approval by the Commission prior to closing and both sets of plans were included in the packet. Ms. Hutsell read the general terms of the agreement. The Butler's were available for questions from Commission members or to ask questions and they had none.

(7:11) Commissioner Weddell thanked the Butler's for their patience and Becky Hutsell for her hard work. He stated he is looking forward to seeing the final product.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 01-2021

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

Ayes: Garber Stump Turner Weddell

Nays: None

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

Resolution 02-2021 – Authorize Issuance of Request for Proposals for Real Estate with a House Located at 2601 Woodland Drive.

(8:15) Larry Barkes, Commission Attorney, the assessed value is \$275,000 and if a qualifying proposal is received it will be presented to the Commission and if not the Request for Proposals will be held over an additional 30 days.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 02-2021.

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

Ayes: Garber Stump Turner Weddell

Nays:

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

Resolution 03-2021 – Approve Request to Issue a Request for Proposals to Conduct Traffic Analysis and Engineering Study for the Roadway adjacent to the Consolidated County Court Complex

(11:00) Becky Hutsell, Redevelopment Project Manager, last fall the Commission agreed to fund up to \$1.5 million in public infrastructure improvements at key intersections in the area around the new complex. In the resolution is an outline of the scope of work items that will be included in the RFP.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 03-2021.

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

Ayes: Garber Stump Turner Weddell

Nays:

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

Downtown Vault Structural Evaluation

(13:50) Dustin Sailor, Director of Public Works, told the Commission that the evaluations have been completed and they are working on reports for each site which will be received by January 31, 2021. Will have more information for the Commission in February.

DISCUSSION

TIF Consolidation

(14:25) Becky Hutsell, Redevelopment Project Manager, stated a map was included in the packet showing the possible connections of the TIF districts, including parcels to be added and explained the map. The reason part of College Avenue is included is because MACOG funds were recently awarded to reconstruct the roadway from Ninth Street to US 33.

(17:35) Mark Brinson, Community Development Director asked if any Commission members had any comments

(17:44) Commissioner Turner asked for clarification on the parcels being added.

(18:00) Becky Hutsell, Redevelopment Project Manager, explain the process of combing the TIF's.

(19:37) Commissioner Stump indicated that he is not sure if can support this. He feels it defeats the original purpose of the TIF's. Asked if some of the money should be returned to the taxing districts. He stated he is undecided.

(20:00) Discussion between Commission members, staff and Mayor Stutsman regarding consolidation.

(27:15) Discussion regarding the effects of the taxing districts and the amounts given to them compared to the Redevelopment Commission.

5 Year Capital Plan

(28:45) Becky Hutsell, Redevelopment Project Manager, stated that is not a standard plan update since we are talking of consolidating the TIF's. Took the project list from last year for each district and updated the list and explained the plan.

(33:10) after question from Commissioner Stump regarding the distribution of the tax excess to the taxing districts, Mark Brinson offered to have Jason Semler from Baker Tilly do a presentation at the next meeting.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve payment of the Register of Claims totaling \$1,039,386.67.

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

Ayes: Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 3 in favor and 0 against.

Commissioner Garber had trouble with his connection to Zoom and was not able to vote.

MONTHLY REDEVELOPMENT STAFF REPORT

Community Development Director Mark Brinson offered to answer any questions about the monthly report; however the Commission did not have any questions. The stakeholder meeting for downtown river district plan is coming up. Update on the new park department maintenance building, the tenant is in the process of moving the trailers off the property.

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 February 9, 2021 at 3:00 p.m.

ADJOURNMENT

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

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

Ayes: Stump Turner Weddell

Nays: None

The motion was adopted by a vote of 3 in favor and 0 against.

Commissioner Garber had trouble with his connection to Zoom and was not able to vote.

The regular meeting was adjourned at 3:43 p.m.

APPROVED on February 9, 2021

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Executive Session of January 12, 2021

The Goshen Redevelopment Commission met in an executive session on January 12, 2021 at the conclusion of the Commission's regular meeting at 3:46 p.m. pursuant to the notice given. The executive session was held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

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

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

PURPOSE OF EXECUTIVE SESSION

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

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

ADJOURNMENT

The executive session was adjourned at 4:03 p.m.

APPROVED on February 9, 2021

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 04-2021

**Authorize Execution of Contract Amendment with Clear Creek and Associates for
Downtown Vault Structural Evaluations**

WHEREAS the Commission entered into a contract with Clear Creek and Associates for the structural evaluations of the downtown vaults on September 8, 2020.

WHEREAS they have identified seven (7) additional vaults that had not previously been identified.

WHEREAS the amount to complete the analysis of the seven (7) additional vaults is \$3,562.00.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Contract Amendment with Clear Creek and Associates and the City of Goshen and Community Development Director Mark Brinson is authorized to execute the Contract Amendment on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on February 9, 2021.

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
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Memorandum

To: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

**RE: DOWNTOWN VAULTS – STRUCTURAL EVALUATIONS – REPORT OF FINDINGS
(JN: 2012-0043)**

Date: February 3, 2021

In 2020, the Redevelopment Commission retained Clear Creek and Associates, Inc. to evaluate the structural integrity of pre-identified vaults in downtown Goshen. Clear Creek and Associates has completed their evaluation, and is prepared to present their findings. The final work product is due to the City on Friday, February 5, and copies of the work project will be provided to commission members once received.

During their evaluation, Clear Creek and Associates identified seven (7) additional vaults that had not been previously identified by the City. They have offered a supplemental in the amount of \$3,562.00 (\$508.86 ea.) to complete the analysis of the seven (7) additional vaults. If after listening to their presentation, the Commission would like to proceed with the supplemental, I request the Commission approve the supplemental and authorize Mark Brinson to sign the agreement amendment once it is prepared.

At the Commission's meeting, Michael Blough and Josh Munson will review their project scope and their findings. They will also be available to answer the Commission's questions.

Suggested Motion: Move to approve the contract amendment with Clear Creek and Associates, Inc. in the amount of \$3,562.00 for the evaluation of seven (7) additional vaults discovered during the initial vault investigation.



Change Order for additional services under a previous agreement

Date: February 3, 2021

Client: City of Goshen
204 E. Jefferson Street
Goshen, IN 46528

And the Consultant: Clear Creek & Associates, Inc. (CCA)
212 W. Washington St., Suite 10
Goshen, IN 46526

Project Name: Downtown Vault Evaluation (JN: 2012-0043)

Project Address: Various Locations, Downtown Goshen, IN

Contact Name: Dustin Sailor
Phone: 574-537-2201
Email: dustinsailor@goshencity.com

Scope of additional services

The Consultant traveled to a series of buildings in Goshen to inspect twenty (26) vaults. In addition to the vaults listed in the original proposal the Consultant discovered and inspected an additional seven (7) vaults. The additional vaults were incorporated into the inspection program as intended for the original scope of work.

Compensation

Contract Sum

Original Contract Amount	\$ <u>14,250</u>
Revised Contract Amount Prior to this Change Order	\$ <u>14,250</u>
Cost for this Change Order	\$ <u>3,562</u>
The New Contract Total including this Change Order	\$ <u>17,812</u>

Contract Time

Change in Contract Time for this Change Order TBD

Adjusted Date of Substantial Completion, including this Change Order shall be:
TBD

Special Conditions

No special conditions

Agreed to and Accepted By:

Representative Name	Position/Title
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Sign	Date
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Austin Carpenter Sales Manager

Consultant's Name	Position/Title
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Sign	Date
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RESOLUTION 05-2021

Approve Request for Professional Service Fee for Traffic Study for the Consolidated County Court Complex

WHEREAS the design schedule has been accelerated for preliminary design and cost estimating.

WHEREAS to complete the study in the required timeline, Goshen Engineering presented a Professional Services Agreement with JPR to the Board of Public Works and Safety on February 1, 2021. The approved contract was for a not to exceed amount of \$42,150.00

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Professional Service fee with JPR for the completion of the traffic study for the Consolidated County Court Complex.

PASSED and ADOPTED on February 9, 2021

Goshen Redevelopment Commission

Thomas W. Stump, President

Andrea Johnson, Secretary



**Engineering Department
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Memorandum

To: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

RE: **ELKHART COUNTY CONSOLIDATED COURTS – TRAFFIC STUDY
(JN: 2020-2032)**

Date: February 3, 2021

The Redevelopment Commission is working with Elkhart County to provide infrastructure improvements in partnership with the new consolidated courts facility. In January, City staff had its first meeting with the County's design team, and learned the design team has an accelerated winter schedule for preliminary design and cost estimating. To complete the design team's tasks on time, the traffic study being provided by the City needs to be completed by the first part of March. Due to meeting schedules and approvals processes within the City, this schedule could not be met without some systematic adjustments.

JPR, who is one of the design team members for the County Consolidated Courts project, was able to secure the service of Progressive AE to perform the traffic study on the required timeline. Goshen Engineering has worked with Progressive AE in the past, and has a high level of confidence in their work product. To keep the schedule on track, Goshen Engineering presented a professional services agreement to the Board of Public Works and Safety on February 1, 2021, to retain JPR and their sub-consultant to complete the City's traffic study. The approved contract was for a not to exceed amount of \$41,400.00, and the not to exceed with reimbursables of \$42,150.00.

This project was not originally in the Goshen Engineering Department's budget, and staff requests the Redevelopment Commission's consideration in covering this professional service fee in connection with the Commission's support of the Consolidated Court project.

Suggested Motion: Move to assume JPR's professional service fees, with a not to exceed fee \$42,150.00, for the completion of the traffic study required for the Elkhart County Consolidated Courts facility.

RESOLUTION 06-2021

Request Approval of Recommended Alternative for the Reconstruction of Madison Street Bridge – Bridge #302

WHEREAS the Commission approved an Agreement with DLZ for Evaluation of Options and Design of Madison Street Bridge (Bridge #302) on October 13, 2020.

WHEREAS DLZ has completed the study and provided a recommended alternative.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the Redevelopment Commission approve the recommended alternative for the reconstruction of Madison Street Bridge (Bridge #302).

PASSED and ADOPTED on February 9, 2021.

Thomas W. Stump, President

Andrea Johnson, Secretary



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MEMORANDUM

TO: Redevelopment Commission

FROM: Engineering Department

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

DATE: February 4, 2021

In October, the Engineering Department engaged DLZ for engineering services related to reconstruction of the Madison St. bridge. The first phase of the design process was a study of the possible alternatives for the structure. DLZ has completed the study and has provided the City with a recommended alternative. Once an alternative has been approved, DLZ will proceed with the design plans for the structure. A short presentation will be provided to highlight the study's findings.

The Engineering Department is requesting that the Commission approve the recommended alternative for the reconstruction of Bridge #302.

RESOLUTION 07-2021

Approve Request to Authorize Execution of a Purchase Agreement for 113 West Jefferson Street

WHEREAS the Commission has agreed to acquire the property at 113 West Jefferson as part of the West Jefferson Street Streetscape project.

WHEREAS two appraisals for the building, which is vacant and for sale, were received and the average of the two appraisals is \$227,000.00.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Purchase Agreement for 113 West Jefferson Street and Community Development Director Mark Brinson is authorized to execute the Purchase Agreement which is attached to and made part of this resolution on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on February 9, 2021.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Project Manager

Date: February 9, 2021

RE: Request to Authorize Execution of a Purchase Agreement for 113 W Jefferson Street
(Former D&T Muffler Shop)

As the Commission moves forward with a plan to reconstruct that block of W Jefferson between Main St and 3rd St, it was agreed that it would be advantageous to acquire the property at 113 W Jefferson St (former D&T Muffler Shop). The property has been vacant for over a year and on the market for either sale or lease. The City completed one appraisal for the property and the Commission completed a second appraisal.

The two completed appraisals are as follows:

1. \$269,900 (\$66,000 for the vacant parking lot area)
2. \$185,000 (\$20,000 for the vacant parking lot area)

The intent of the Commission's acquisition would be to acquire the full parcel, develop a city parking lot on the west half of the lot and to improve that corner and then either sell or lease off the building in the future. Per statute, we are able to pay up to the average of two appraisals and, in this case, that comes to \$227,000 for the entire lot.

An offer of \$227,000 was made and accepted by the property owners. The offer was made contingent upon the completion of environmental assessments to determine whether or not there are negative environmental impacts for the property. We are requesting that the Commission authorize execution of the purchase agreement. A copy is attached. The seller is currently reviewing the document and we expect no substantial changes.

SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on _____, 2021, by and between Tri State Property Management, Inc., hereinafter referred to as “Seller,” and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as “Redevelopment.”

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Seller agrees to sell and Redevelopment agrees to purchase the following real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as 113 West Jefferson Street, Goshen, Indiana, 46528, and more particularly described as follows:

Insert Legal (waiting on title search)

(Parcel Number-20-11-09-414-029.000-015)

(Parcel Number-20-11-09-414-030.000-015)

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

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

PURCHASE PRICE

Redevelopment agrees to pay and Seller agrees to accept the total sum of Two Hundred Twenty-Seven Thousand Dollars (\$227,000.00) to be paid at the closing.

APPRAISALS

Redevelopment has obtained at Redevelopment’s expense two appraisals of the Real Estate. Redevelopment has supplied copies of the appraisals to Seller.

ENVIRONMENTAL ASSESSMENT

(1) Redevelopment will conduct at Redevelopment’s sole cost environmental assessments of Real Estate to meet Redevelopment’s requirement of conducting all appropriate inquiries. In the event the initial assessment discloses that an additional assessment is warranted, Redevelopment may either void this agreement or conduct the additional assessments needed. Seller is under no obligation to pay for any portion of the environmental assessments.

(2) In the event the initial assessment or any additional assessment concludes that remediation is advisable to make Real Estate suitable for commercial use, Redevelopment may void this agreement if

Redevelopment so elects. Redevelopment must make its election to void this agreement within forty-five (45) days of receiving the assessment that concludes that remediation is advisable.

(3) Redevelopment will select the company to conduct the environmental assessment. If the environmental assessment is not completed within _____ days, Seller shall have the right to terminate the agreement.

TAXES AND ASSESSMENTS

Seller shall pay the real estate taxes and assessments for 2020 due and payable in 2021. The real estate taxes and assessments for 2021 due and payable in 2022 shall be prorated between Seller and Redevelopment as of the date of closing. If the tax rate and/or assessment for taxes have not been determined, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of proration. Redevelopment shall pay all real estate taxes and assessments for 2022 due and payable in 2023 and thereafter.

TITLE INSURANCE

At the time of closing, Seller agrees to provide Redevelopment with a policy of title insurance in standard ALTA owner's form insuring the title to the Real Estate to be conveyed by Seller to Redevelopment, to be free of defects except such defects that are included in the standard exceptions forming a part of such policies, and easements, public ways and restrictions of record. The title insurance policy shall be in the amount of Two Hundred Twenty-Seven Thousand Dollars (\$227,000.00).

CLOSING

The closing will occur within forty-five (45) days of the completion of the appraisals and the environmental assessments. If the closing has not occurred by September 1, 2021, Seller shall have the right to terminate the agreement. Parties will equally share the costs of the closing agent. Closing costs shall be shared equally between the two parties. Seller agrees to pay all broker fees.

WARRANTY DEED

Seller shall deliver to Redevelopment a warranty deed conveying merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments. Title shall be transferred to "City of Goshen, Indiana for the use and benefit of its Department of Redevelopment".

POSSESSION OF REAL ESTATE

Possession and occupancy of the Real Estate will be delivered to Redevelopment on the date of closing unless a later date of occupancy is agreed to in writing by Seller and Redevelopment

RISK OF LOSS

Seller shall assume the risk of loss until the possession of the Real Estate is transferred to Redevelopment at which time Redevelopment shall assume the risk of loss.

WARRANTIES

(1) Seller warrants that Seller will convey a good and merchantable title to Redevelopment. Redevelopment accepts the Real Estate AS IS without warranty of habitability. Seller makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.

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

MISCELLANEOUS

(1) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

(2) In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

(3) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys’ fees.

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

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

(6) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Seller.

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

Tri State Property Management, Inc

City of Goshen Redevelopment

Sandra A Geimer, President

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

Aaron R Stoffer, Vice President

Date: _____

Date: _____

RESOLUTION 08-2021

Approve Request to Negotiate and Execute an Agreement with Heron Environmental, LLC for a Phase 1 Environmental Site Assessment (ESA) at 113 West Jefferson Street

WHEREAS prior to purchasing the property at 113 West Jefferson Street, the Commission is required to complete a Phase 1 Environmental Site Assessment.

WHEREAS three (3) quotes were requested and Heron Environmental, LLC submitted the lowest quote at \$1400.00 and the report will be completed within two weeks after given the Notice to Proceed.

NOW, THEREFORE, BE IT RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Agreement with Heron Environmental, LLC for a Phase 1 Environmental Site Assessment at 113 West Jefferson Street on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on February 9, 2021

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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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: February 9, 2021

RE: Request to Negotiate and Execute an Agreement with Heron Environmental, LLC for a Phase I Environmental Site Assessment (ESA) at 113 W Jefferson St

Prior to purchasing the property at 113 W Jefferson St, the Commission is required to complete a Phase I Environmental Site Assessment (ESA) to document the historic uses of the site and potential environmental impacts that may exist. Three (3) quotes were requested for this property.

1. Heron Environmental, LLC - \$1,400
2. Roberts Environmental Services, LLC - \$1,600
3. Patriot Engineering & Environmental, Inc. - \$1,900

We are requesting the Commission' approval to enter into an agreement with Heron Environmental, LLC for the Phase I ESA. A copy of their proposal is attached and Legal is preparing an agreement for this work. The lump sum cost for the assessment is \$1,400 and the report will be completed within two weeks of being given notice to proceed.



January 26, 2021

City of Goshen Redevelopment Commission
204 E. Jefferson St., Suite 6
Goshen, Indiana 46528

RE: Proposal for Phase I Environmental Site Assessment
Commercial Properties
113 W. Jefferson St. & 233 S. Main St., Goshen, Indiana
Heron Proposal No. 21-0505

Heron Environmental, LLC (Heron) is pleased to provide this Proposal to perform a Phase I Environmental Site Assessment for the adjoining commercial properties identified by address at 113 W. Jefferson Street and 233 S. Main Street, in Goshen, Elkhart County, Indiana (the Property). The Property is identified as Parcel Nos. 20-11-09-414-030.000-015 and 20-11-09-414-029.000-015, totaling approximately 0.25-acres and currently improved with a commercial building that totals approximately 3,350-square feet. Heron understands that the City of Goshen Redevelopment Commission has requested the assessment to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability, the “landowner liability protections (LLPs)”, which is the practice that constitutes all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial and customary practice as defined at 42 U.S.C. §9601(35)(B).

In performing the assessment Heron will conform with the ASTM E1527-13 “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”, which defines good commercial and customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to contaminants within the scope of the (CERCLA) and petroleum products, taking into account commonly known or reasonably ascertainable information.

The goal of the assessment is to identify *Recognized Environmental Conditions*, defined as the presence or likely presence of any hazardous substances or petroleum products in, on, or at the Property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

The following Scope of Work will be completed in performing the assessment.

SCOPE of WORK

The Phase I Environmental Site Assessment shall have four components, as follows:

- Records Review;
- Site Reconnaissance;
- Interviews; and
- Report.

Records Review

At a minimum, the Records Review will include a review of standard Federal, State, and Tribal environmental record sources; a review of pertinent regulatory files for the Property or adjoining properties if listed on the standard environmental record sources; current USGS 7.5 Minute Topographic Map; and obvious uses of the Property from present back to first developed use or 1940 (whichever is earlier) as established by one or more of the following sources: aerial photographs, fire insurance maps, property tax files, recorded land title records, local street directories, building department records, zoning/land use records, or other historical sources.

Site Reconnaissance

The Property and any structure(s) located on the Property shall be visually and/or physically observed. It is not expected that more than one visit to the Property shall be made. Uses and conditions of the Property will be noted to the extent observed and may be the subject of questions asked to owners, operators, and occupants. Such uses and conditions include current and past uses of the Property and adjoining properties; topographic conditions; description of structures; roads; potable water supply; sewage disposal system; hazardous substances and petroleum products in connection with identified uses; storage tanks; odors; pools of liquid; drums; hazardous substance and petroleum product containers; unidentified substance containers; PCBs; heating/cooling; stains or corrosion; drains and sumps; pits, ponds, or lagoons; stained soil or pavement; stressed vegetation; solid waste; wastewater; wells; and septic systems.

Interviews

Interviews will be conducted with a person with good knowledge of the uses and physical characteristics of the Property, a reasonable number of occupants, past owners/operators/occupants (where necessary and/or available), and at least one state and/or local government official.

Report

A Phase I Environmental Site Assessment Report will be prepared and shall describe all services performed; discussions of records review, site reconnaissance and interviews; a findings section which identifies known or suspect recognized environmental conditions, controlled recognized environmental conditions, historical recognized environmental conditions, and de minimis conditions; the environmental professional's opinion of the impact on the Property of conditions identified in the findings section; data gaps;

conclusions; any additional services performed; limiting conditions/deviations; references; environmental professional's signature and statement; and appendices.

USER RESPONSIBILITIES

The All Appropriate Inquiries Final Rule requires the party seeking to qualify for an LLP to CERCLA liability (the User) perform certain tasks, including a search for the existence of environmental liens and activity and use limitations (AULs) that are filed or recorded against the Property; disclosure of specialized or actual knowledge regarding the Property; consideration of the relationship between the purchase price and fair market value of the Property; disclosure of commonly known or reasonably ascertainable information regarding the Property; and consideration to the degree of obviousness of the presence or likely presence of releases or threatened released at the Property. A User Questionnaire is attached and should be returned upon authorization to proceed.

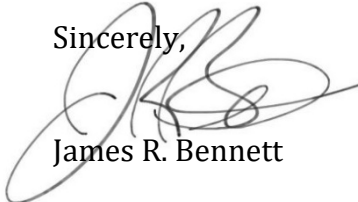
COST and SCHEDULE

Heron proposes to complete the Phase I Environmental Site Assessment as described herein for a lump sum fee of **\$1,400**. The assessment Report will be provided within two weeks of authorization to proceed.

AUTHORIZATION

We appreciate the opportunity to provide our services. If you find this Proposal to be acceptable please complete the attached Authorization and return to me at jbennett@heronenviro.com. Should you have any questions or need any additional information please contact me at 574-333-4553.

Sincerely,



James R. Bennett





RE: Proposal for Phase I Environmental Site Assessment
Commercial Properties
113 W. Jefferson St. & 233 S. Main St., Goshen, Indiana
Heron Proposal No. 21-0505

Date:

Authorized by (name and title) "Client":

Signature:

Company:

Billing Address:

Phone:

Email:

Property Contact (name and number/email):

STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to the above referenced Proposal ("Services") and constitutes the contract between Heron Environmental LLC ("Company") and Client. Services will be provided by Company in a professional manner, exercising reasonable skill and diligence expected of qualified environmental professionals. There are no other representations express or implied, and no warranty or guarantee is included or intended. Client acknowledges and agrees that Services may be performed by subcontractor chosen by Company.

Payment Terms: Projects will be invoiced at completion or every 30 days (when applicable). Payment is due on the date of the invoice and must be settled within 30 days of date of invoice. Invoices past due more than 30 days will be assessed at an interest rate of 1.5% per month.

Client agrees that the Company's total liability for any and all claims arising in any way related to these Services from any cause shall not exceed and limited to the lessor of total compensation paid to Company for Services or the amount of Company's insurance pursuant to Services.

ASTM E1527-13 PHASE I ENVIRONMENTAL SITE ASSESSMENT USER QUESTIONNAIRE

Property Address or Parcel Number(s)

Name of User

Name and Title of Person Completing the Questionnaire

Address, Phone Number and Email

Signature

Date

The “All Appropriate Inquiries” Final Rule (40 CFR Part 312) requires that certain tasks be performed by or on behalf of a party seeking to qualify for one of the Landowner Liability Protections (LLPs) to CERCLA liability (the “User”) perform certain tasks. The User is defined as the party seeking to use Practice E1527 to complete an environmental site assessment of the property, and may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. In order to qualify for, the User must conduct the following inquiries.

1. Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the Property under federal, tribal, state or local law?
2. Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the Property and/or have been filed or recorded against the Property under federal, tribal, state or local law?
3. Do you have any specialized knowledge or experience related to the Property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the Property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?



4. Does the purchase price being paid for this Property reasonably reflect the fair market value of the Property? If you conclude there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the Property?

5. Are you aware of commonly known or reasonably ascertainable information about the Property that would help the environmental professional to identify conditions indicative of releases or threatened releases?
 - a. Do you know the past uses of the Property?

 - b. Do you know of specific chemicals that are present or once were present at the Property?

 - c. Do you know of spills or other chemical releases that have taken place at the Property?

 - d. Do you know of any environmental cleanups that have taken place at the Property?

6. Based on your knowledge and experience related to the Property are there any obvious indicators that point to the presence or likely presence of releases at the Property?



RESOLUTION 09-2021

**Approve Request to Execute an Agreement with BKV Group for the New South
Fire Station Study**

WHEREAS the Commission accepted the recommendation of the selection committee to proceed with an Agreement with BKV Group for the New South Fire Station Study.

WHEREAS the agreement has a not-to-exceed cost of \$12,500 and the timeline for the project is four (4) months from date the Agreement is executed and are given the Notice to Proceed.

NOW, THEREFORE, BE IT RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Agreement with BKV Group for the New South Fire Station Study which is attached to and made part of this resolution on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on February 9, 2021

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: February 9, 2021

RE: Request to Execute an Agreement with BKV Group for the New South Fire Station Study

In November 2020, the Redevelopment Commission accepted the recommendation of our selection committee to move forward with an agreement with BKV Group for a New South Fire Station Study. As demonstrated in their proposal that was provided at that meeting, they have extensive experience with fire station design with more than 130 similar projects in their portfolio. In addition, their cost was substantially less than the other proposals received.

We are requesting that the Commission authorize execution of the attached agreement with BKV Group for this project. Their compensation includes \$9,000 for the tasks detailed within the RFP, an additional \$2,000 allowance if additional locations are analyzed beyond the initially proposed location on Dierdorff and a \$1,500 reimbursement allowance for travel-related and printing expenses. In total, the agreement includes a not-to-exceed cost of \$12,500. The timeline for the project is four (4) months from the date the agreement is executed and they are given Notice to Proceed.

AGREEMENT
with Boarman Kroos Vogel Group, Inc.
for New South Fire Station Study

THIS AGREEMENT is entered into on _____, 2021, between **Boarman Kroos Vogel Group, Inc.**, hereinafter referred to as “BKV Group” or “Consultant”, and the **City of Goshen** acting through the Goshen Redevelopment Commission, hereinafter referred to as “City.”

WHEREAS, the Goshen Redevelopment Commission desires to have a study developed for a new fire station to be located in the south side of the City of Goshen, with the study to include evaluation of new locations for the existing south station, including benefits to the services provided based upon selected location, identification of the desired elements to be incorporated and site design for the preferred site, including development of a site plan, building design and associated cost estimates;

WHEREAS, the City issued a Request for Proposals for the development of a New South Fire Station Study, proposals were received, and a selection committee completed the ranking and interview process and determined that BKV Group’s proposal best fit the needs of the project; and

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to develop a New South Fire Station Study to achieve all the objectives identified in the Request for Proposals and within the scope of this Agreement.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

SCOPE OF SERVICES

Consultant’s services under this Agreement consist of the comprehensive development of a New South Fire Station Study which is described in further detail below.

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

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

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

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

coverage and lessens overlap areas through response time scenarios. Site should also be evaluated for suitability based on function and building orientations defined during the Initial Building and Site Layout Study (Task 3A).

If it is determined that the proposed site is not feasible, the Consultant will explore and identify up to three (3) additional sites and provide a written report summarizing the analysis, methodology and all associated maps for the additional sites.

DELIVERABLES:

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

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

2. Task 2 – Program of Requirements (POR)

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

DELIVERABLES:

- Written Program of Requirements (POR).

3. Task 3 – Schematic Building and Site Design

A. Initial Building and Site Study

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

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

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

DELIVERABLES:

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

B. Final Schematic Design

Once the Initial Building and Site Study have been completed, and the design direction has been approved by the City, the Consultant will prepare an initial design of the preferred option. This will include scaled floor plans, site plan and a basic 3D building and site model along with basic exterior color rendering and perspectives. Based on the City’s feedback, the Consultant shall revise the designs for final approval.

DELIVERABLES:

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

C. Final Building Renderings

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

DELIVERABLES:

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

4. Task 4 – Opinion of Cost

A. Opinion of Probable Construction Cost

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

B. Opinion of Probable Project Cost

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

DELIVERABLES:

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

5. Task 5 – Final New South Fire Station Report

Once all the planning tasks have been completed and the deliverables approved and received, the Consultant shall prepare a final report bound in 8 ½ x 11 format. The final report will include the deliverables prepared during the development of the Study. The Consultant shall also be required to

present the Final Report to the Goshen Redevelopment Commission and to the Goshen Common Council in a public forum to discuss the study, development process and final conclusions. It is anticipated that both meetings would be held in the same evening.

DELIVERABLES:

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

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

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties.

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

Consultant’s services shall be completed by May 21, 2021.

COMPENSATION

The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant’s standard hourly rates set forth below and the actual hours worked, and not-to-exceed the fee for each of the six categories of services as set forth in the Consultant’s fee schedule below.

1. Consultant’s Standard Hourly Rates:

A.	Partner	\$225-\$285
B.	Project Manager/Fire Station Planner	\$150-\$185
C.	Public Safety Specialist	\$150-\$185
D.	Senior Architectural Designer	\$140-\$200
E.	Architectural Designer II	\$90-\$100
F.	Architectural Designer I	\$80-\$90
G.	Partner/Senior Mechanical Engineer	\$215-\$220
H.	Partner/Senior Electrical Engineer	\$215-\$220

2. Consultant’s Not-to-Exceed Fee Schedule for Each Category of Service:

A.	Task 1 – Site Location Analysis	\$2,000
B.	Task 2 – Program of Requirements	\$2,000
C.	Task 3 – Schematic Building and Site Design	\$3,000
D.	Task 4 – Opinion of Cost	\$1,000
E.	Task 5 – final New South Fire Station Report	\$1,000

City agrees to reimburse Consultant for actual out of pocket expenses directly attributable to this agreement such as printing/copies, messenger/delivery services, shipping expenses, or permit application fees. The total compensation for reimbursable expenses shall not exceed One Thousand Five Hundred Dollars (\$ 1,500.00).

The total compensation for each of the five (5) categories of services shall not exceed each of the amounts listed above for the respective service category. The total compensation to Consultant under this agreement shall not exceed Ten Thousand Five Hundred Dollars (\$10,500.00), including any reimbursable expenses.

Notwithstanding the foregoing, analysis of sites additional to the proposed site shall not exceed Two Thousand Dollars (\$2,000.00), if needed, under the scope of services described above.

Consultant may submit to City a maximum of one (1) detailed invoice per calendar month for services satisfactorily completed under this agreement. 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 Redevelopment Commission
204 E. Jefferson Street
Goshen, IN 46528

Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Consultant. Payment is deemed to be made on the date of mailing the check.

Consultant is required to have a current W9 form on file with the City before the City will issue any payment.

OWNERSHIP OF DOCUMENTS

The City acknowledges Consultant 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 the City upon completion of the services and payment in full of all monies due to Consultant.

INDEPENDENT CONTRACTOR

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

NON-DISCRIMINATION

Consultant agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Consultant or any subcontractors, or any other person acting on behalf of Consultant 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.

EMPLOYMENT ELIGIBILITY VERIFICATION

Consultant shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. Consultant shall not knowingly employ or contract with an unauthorized alien. Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien. Consultant shall require their subcontractors, who perform work under this contract, to certify to Consultant 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. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. The City may terminate the contract if Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach. Consultant affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if Consultant is wholly or partially owned by a relative of an elected official of the City of Goshen Consultant certifies that Consultant has notified in writing both the elected official of the City of Goshen and the City’s legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Consultant.

INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City of Goshen and City’s agents, officers, and employees from any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Consultant or any of Consultant’s agents, officers, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall include attorney’s fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

INSURANCE

Prior to commencing services, Consultant shall furnish the 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 the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Consultant shall specifically include the City of Goshen as an additional insured for Employer’s Liability, General Liability and Automobile Liability coverage. Consultant shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation & Employer’s Liability	Statutory Limits
General Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000,000 Aggregate
Professional Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate
Automobile Liability.....	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate

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

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the

party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

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

BREACH

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

If Consultant fails to perform the work or comply with the provisions of this Agreement, then Consultant may be considered in default. Consultant may also be considered in default by the City if any of the following occur:

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

TERMINATION

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

- A. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Consultant shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.

B. The City may terminate this contract, in whole or in part, in the event of default by Consultant. In such event, the City shall issue a written notice of default and provide Consultant at least fifteen (15) calendar days in which Consultant 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 secure similar work in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred.

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

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Consultant under this Agreement.

SUBCONTRACTING OR ASSIGNMENT

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

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of services, completion of services and compensation, shall be binding unless specifically agreed to in writing by the parties. 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.

NOTICES

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

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

Consultant: Boarman Kroos Vogel Group, Inc.
Attention: Harry Pittner, AIA
209 South LaSalle Street, The Rookery, Suite 920
Chicago, IL 60604

APPLICABLE LAWS

Consultant agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

MISCELLANEOUS

A. 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. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.

B. This Agreement 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.

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

SEVERABILITY

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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 set forth below:

City of Goshen
Goshen Redevelopment Commission

Boarman Kroos Vogel Group, Inc.

Mark Brinson,
Community Development Director

Harry Pittner, AIA, Partner-in-Charge

Date: _____

Date: _____

RESOLUTION 10-2021

**Approve Request to Negotiate and Execute an Agreement for the Sale of the
Monroe Street Parcels**

WHEREAS the Commission approved the issuance of a Request for Proposals on December 8, 2020 for the vacant parcels on Monroe Street and one proposal was received and opened at the January 12, 2021 Redevelopment Commission meeting.

WHEREAS staff is authorized to negotiate and execute an agreement in the amount of \$12,000 and the agreement would stipulate that the purchaser must sell his existing home and demonstrate the ability to finance all required construction before property will be transferred.

NOW, THEREFORE, BE IT RESOLVED that Mark Brinson, Community Development Director is authorized to execute an Agreement with Roland Weaver for the Monroe Street parcels on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on February 9, 2021

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

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Memo

To: Redevelopment Commission

From: Mark Brinson

Subject: Monroe Street – terms of sale

Date: February 5, 2021

The Redevelopment Commission has determined that the vacant lot located at the southeast corner of River Race Drive and Monroe Street is surplus property. Due to the size and configuration of this lot, it has been determined that it is suitable for the construction of a new single-family home, although zoning variances may be required.

The Commission authorized the issuance of a Request for Proposals (RFP) on December 8, 2020. Based on two independent appraisals, the asking price of the property included in the RFP was \$11,200.

Proposals were due on January 12, 2021. One proposal was received and was opened during the Redevelopment Commission meeting on the same day. The proposal was from Roland Weaver who proposed to construct a single-family home. The price offered was \$12,000.

The proposal was referred to a review committee, which included staff members Larry Barkes, Becky Hutsell and Mark Brinson. The committee also included Redevelopment Commission members Andrea Johnson and Brian Garber. The committee met to review the proposal from Mr. Weaver (attached). A summary of the proposal is as follows:

1. Purchase Price: \$12,000
2. Proposed construction: 1200 square foot, two-story, single-family home.
3. Estimated construction cost: \$150,000
4. Home will include a two-car garage.
5. This will be an owner-occupied home.
6. Construction will occur in 2022.

The review committee recommends approval of the proposed resolution which authorizes staff to negotiate and execute an agreement in the amount of \$12,000. The agreement would stipulate that the purchaser must sell his existing home and demonstrate the ability to finance all required construction before the property will be transferred.

Monroe Street Real Estate Proposal

Roland Weaver

61873 C.R. 7

Elkhart, IN 46517

370-9908

rolandweaver777@gmail.com

To:

Mark Brinson

Dear Commission,

I am proposing to build a two story house as shown in the drawing enclosed. It will have at least a 5/12 roof with architectural shingles and vinyl siding. It will include concrete driveway and sidewalk to the property line. It will also have landscaping around the house and grass. There will be no other buildings on the property.

The house will be stick build with quality lumber. The 1st floor will include a two stall garage, an entry way to the stairs, another finished area and the furnace room. The 2nd floor will have the kitchen, bathroom, living room and bedroom.

The total Finished square feet is 1200, and the garage is 360. Total height of the house will depend on what the engineer determines for the height of the garage and then normal 8 foot ceilings for the 2nd floor and the roof. It will be somewhere between 25 and 30 feet.

My financial plan is paying cash for the land and using the equity in my current house to finance the project. I can provide a statement from Interra if needed.

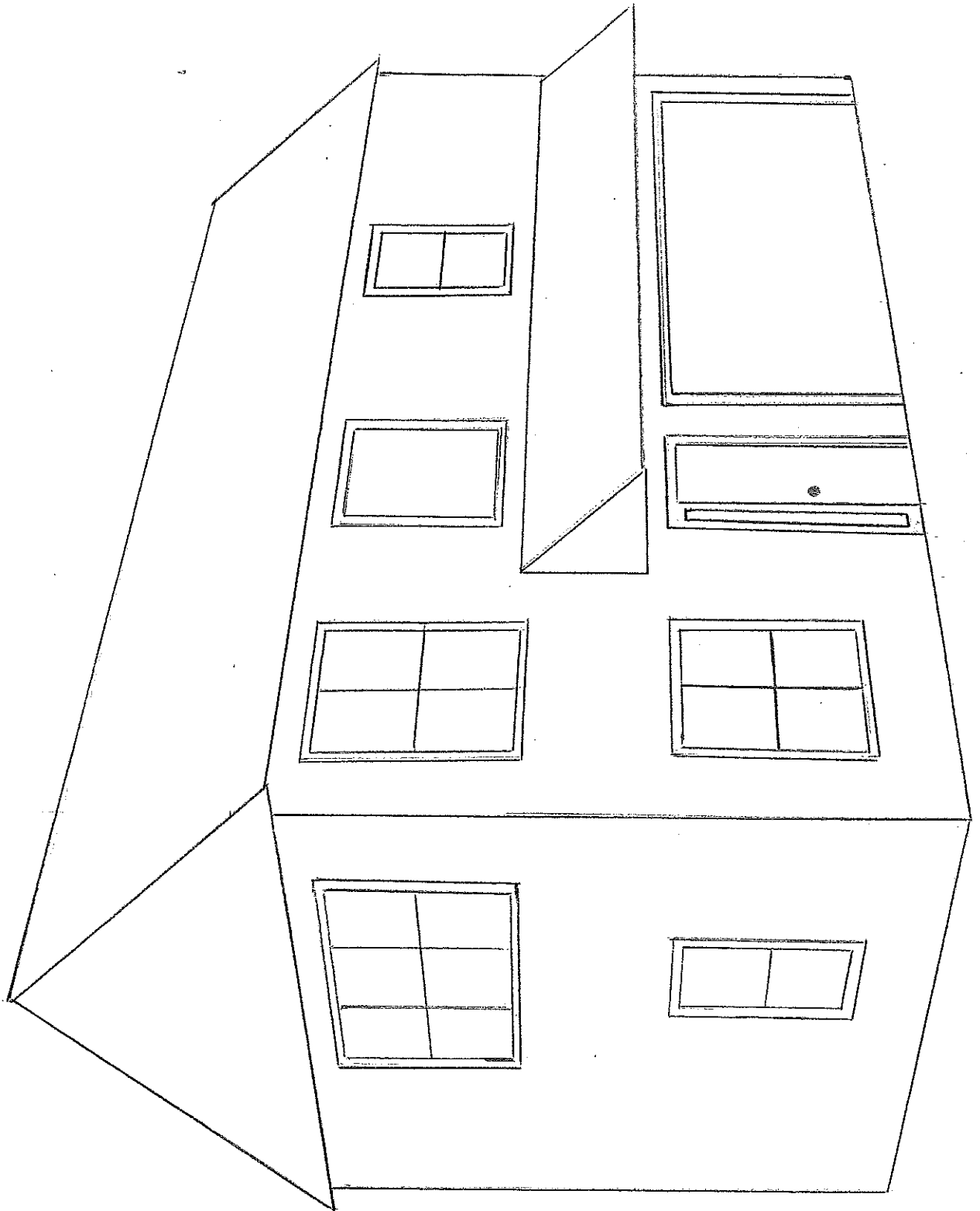
My schedule is to purchase the land this winter, sell my house this summer and start construction spring of 2022. If I am able to purchase this property I will work with the city to combine the two parcels into a single residential lot. I will also work with the city to get all the needed permits and land use variances in 2021. I plan to complete the project by the end of 2022.

I am proposing to pay 12,000 dollars for this property. This is condition upon receiving variances from the city to complete my project as stated.

Thank you for your consideration of my proposal and I look forward to working together in the future.

Sincerely,
Roland Weaver





N

1 FOOT PER BOX

→
14 FT TR
LINE

SIDEWALK

FIRE
●
HYDRANT

PORCH

HOUSE

DRIVEWAY

●
POLE

→
14 FT TR
LINE



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 **January 12, 2021 through February 5, 2021** and finds that entries are allowed in the total amount of **\$89,027.96**

APPROVED on February 9, 2021

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 01/12/2021 through 02/05/21

Invoice Date	Payee	Description	Claim #	Line Number	Amount
2/4/2020	City of Goshen Utilities	2601 Woodland Dr	1843	406-560-00-431.0502	\$11.65
1/26/2021	Tracee Norton	Clothing Allowance	1840	406-560-00-413.0701	\$100.00
1/27/2021	Barkes, Kolbus, Rife & Shuler-FID ACCT (05080)	65736 State Road 15	1841	406-560-00-431.0502	\$5.16
2/4/2021	Abonmarche (05859)	Steury/Lincoln Ave Reconstruction	1842	480-560-00-431.0502	\$2,865.00
2/4/2021	American Structurepoint, Inc. (03093)	Professional Services College Avenue Reconstruction	1845	473-560-00-431.0502	\$13,515.03
2/4/2021	Barkes, Kolbus, Rife & Shuler, LLP (00311)	Legal Services for February 1, 2021 through February	1847	406-560-00-431.0502	\$4,399.00
2/4/2021	Community Business Equipment (04491)	Office Supplies	1844	406-560-00-439.0930	\$11.55
2/4/2021	Elko Title Corporation (04462)	Title Search - 113 W Jefferson & 233 S Main St	1853	480-560-00-439.0930	\$150.00
2/4/2021	Indiana Department of Transportation (00988)	Kercher Road Phase 2 - Change Orders No. 3, 5 & 6	1852	473-560-00-442.0000	\$62,353.54
2/4/2021	Jones Petrie Rafinski Corp. (00463)	Professional Services - Downtown River District Revitali	1846	480-560-00-431.0502	\$2,552.50
2/4/2021	Lochmueller Group(09835)	Kercher Road Phase 1	1849	473-560-00-431.0502	\$1,164.95
2/4/2021	Lochmueller Group(09835)	Kercher Road Phase 2	1848	473-560-00-431.0502	\$1,535.67
2/4/2021	NIPSCO (00014)	2601 Woodland Dr	1851	406-560-00-435.0101	\$117.14
2/4/2021	NIPSCO (00014)	2601 Woodland Dr	1851	406-560-00-435.0201	\$186.77
2/4/2021	Scott Signs 00166	For Sale Sign	1850	406-560-00-436.0100	\$60.00
Total:					\$89,027.96



February 2021 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 2021 – Installation of signs and delineators at the railroad crossings.
- Summer 2021– Traffic counts to be done at each of the railroad crossings.
- Fall 2021 – 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 2021.
- Fall 2021 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- Fall/Winter 2021 – 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, but that timeline was established before COVID. The City anticipates beginning the installation of 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, was completed in December 2020, with successful improvement of fire flow capability in East Goshen.. The plan is to bid the remaining work for East Lincoln and Steury Avenue this spring to allow for 2021 construction.

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 be completed in February for bidding in March 2021, and construction 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. (See the update on the Madison Street Bridge Improvement for current activity in this area).

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 completed their work and is schedule to provide their findings on Friday, February 5. Clear Creek and Associates staff will present their findings at the Commission's February 2021 meeting.

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 was in November 2020, and awarded in December to Phend and Brown. Construction is anticipated to begin in April or May 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.

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

American Structurepoint is currently working on the survey and utility data collection.

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 east 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

In September, 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. The first Stakeholder meeting was held on February 3rd and a public survey will soon be distributed to the community to gather additional input. A copy of the survey will be sent to RDC members once available.

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. The design for the replacement of the bridge is anticipated to be completed in April 2021, with bidding occurring in May.

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 agreement with BKV is on this month's agenda for approval.

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. An offer was made on the vacant property and environmental assessment work will begin right away. It is anticipated that the RFP will be issued once the Phase I ESA has been completed.

PROJECT: ELKHART COUNTY COURT COMPLEX

PROJECT DESCRIPTION

Elkhart County has selected a site located on Reliance Road to construct the new Court Complex. Due to the projected increase in traffic that will be generated by the new complex, several road improvements are required to increase capacity. Since this project is located in the River Race/US 33 TIF area, the Redevelopment Commission has pledged \$1.5 million in TIF revenue to fund the improvements. The County has pledged an additional \$500,000 to assist in paying for these improvements. This project will be designed and constructed through the City of Goshen and is expected to start construction in 2023.

PROJECT UPDATE

One of the first steps for this project is the completion of a traffic impact study for this area. The City and County are working together and will be working with JPR on this project. Although Civil City approved the initial agreement for this study, Engineering is requesting that the Commission reimburse the contact amount as part of the overall contribution to the public infrastructure improvements related to the new court complex.