



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF May 11, 2021**

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

The Goshen Redevelopment Commission will meet on May 11, 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. APPROVAL OF MINUTES

3. OPEN PROPOSALS – 620 East Douglas Street

4. NEW BUSINESS

Resolution 24-2021 - Annual Determination of Excess Value in the Plymouth Allocation Area

Resolution 25-2021 - Annual Determination of Excess Assessed Value in the Southeast Allocation Area

Resolution 26-2021 – Annual Determination of Excess Assessed Value in the River Race/US33 Allocation Area

Resolution 27-2021 - Annual Determination of Excess Value in the Lippert/Dierdorff Allocation Area

Resolution 28-2021 – Allocate Funding from Southeast TIF for Goshen Community Schools for Advanced Manufacturing Academy

Resolution 29-2021 – Ratify Execution of Agreement for Lawn Services with Colin Avila d/b/a Yardshark

Resolution 30-2021 – Granting Temporary Easement at 217 West Wilden Avenue

Resolution 31-2021- Approve Request to Order New Appraisals for Pike Street Properties

Resolution 32-2021 – Approve Downtown Vaults Assistance Program

5. DISCUSSION

Gateway Report Submission

6. APPROVAL OF REGISTER OF CLAIMS

7. MONTHLY REDEVELOPMENT STAFF REPORT

8. OPEN FORUM

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

9. ANNOUNCEMENTS

Next Regular Meeting – June 8, 2021 at 3:00 p.m.

10. 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 April 13, 2021

The Goshen Redevelopment Commission met in a regular meeting on April 13, 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.

CALL TO ORDER/ROLL CALL

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

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

Absent: None

APPROVAL OF MINUTES

A motion was made by Commissioner Stump and seconded by Commissioner Johnson to approve the minutes of the March 9, 2021 regular meeting and executive session.

The motion was adopted unanimously.

CHANGES TO THE AGENDA – a request was made to add Resolution 24-2021 Approve Request to Authorize Execution of a Brownfield Revolving Loan Fund Grant Agreement for 113 West Jefferson Assessment Work to the agenda.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to add Resolution 24-2021 to the agenda.

The motion passed unanimously.

PRESENTATION – Goshen Community Schools Manufacturing Academy

(1:50) Bob Krug, Manufacturing Process Teacher at Goshen High School, told the Commission about his background and how he became a teacher. Mr. Krug explained how this program will help students to go directly to a job, a two year technical school or a four year college. Also presented the five year budget and explained the expansions for each year.

(22:20) Commission President Turner commented that the next step is for staff to put together a resolution for next month's meeting for consideration and asked Commissioner Bradd Weddell, the school board representative, his perspective.

(24:12) Commissioner Bradd Weddell, stated this is what makes Goshen so great. Having these partnerships between the city and the school system and different commissions.

OPEN PROPOSALS - 217 West Wilden Avenue

No proposals were received. The next round of proposals will be opened at the Board of Public Works meeting and brought to the May meeting.

NEW BUSINESS

Resolution 15-2021 – Interlocal Agreement with the County of Elkhart for the Consolidated County Court Site

(25:12) Larry Barkes, Commission Attorney, stated that this agreement is for joint projects with the county. Onsite projects will be funded by the county and offsite will be cost sharing between the city and county. Mr. Barkes explained the agreement.

(28:06) discussion between commission members and staff regarding the Commission cost participation and the terms of the agreement.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 15-2021.

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

Ayes: Garber Johnson Stump Weddell

Nays: Turner

The motion was adopted by a vote of 4 in favor and 1 against.

Resolution 16-2021 – Authorization to Sign Agreement for the Sale and Purchase of Real Estate at 2601 Woodland Drive, Goshen, IN 46526

(53:25) Larry Barkes, Commission Attorney, three proposals were received and would like to enter into an agreement with the highest proposal.

Mark Brinson stated that Mr. Garcia, the perspective buyer, was in the audience.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 16-2021.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted unanimously.

Resolution 17-2021 – Reimbursement of Part of the Purchase Price for Repairs to 613 South Third Street, Goshen, IN 46526

(59:20) Larry Barkes, Commission Attorney, discussed at last meeting that some reimbursement was appropriate and figures debated. The amount agreed upon is \$4875.00.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to amend the resolution to include \$4875.00 reimbursement.

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

Ayes: Garber Johnson Turner Weddell

Nays: Stump

The motion was adopted by a vote of 4 in favor and 1 against.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 17-2021 as amended.

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

Ayes: Garber Johnson Turner Weddell

Nays: Stump

The motion was adopted by a vote of 4 in favor and 1 against.

Resolution 18-2021 – Dedication of Public Right-of-Way at 102 Olive Street

(59:30) Becky Hutsell, Redevelopment Project Manager, as part of the Lincoln Avenue/Steury Avenue reconstruction project, the intersection at Olive Street and Lincoln Avenue will be widened. The home was acquired after it burnt and is not currently a buildable lot.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 18-2021.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted unanimously.

Resolution 19-2021- Approve Amendment of Agreement for the Lease and Development of Real Estate between the City of Goshen through the Goshen Redevelopment Commission and Goshen Brewing Company

(1:01:20) Larry Barkes, Commission Attorney, a request to extend the period of time for the property to be purchased. Mr. Barkes explained the amendment. The City will hold a mortgage of \$95,000

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 19-2021.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted unanimously.

Resolution 20-2021 – Approve Request to Solicit Bids for the Lincoln Avenue/Steury Avenue Roadway Reconstruction and Drainage Improvement Project

(1:03:25) Becky Hutsell, Redevelopment Project Manager, seeking permission to bid this project as soon as it is ready. Design is nearly complete. Project will be bid after NIPSCO is finished relocating the electric poles.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 20-2021.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted unanimously.

Resolution 21-2021 – Approve Execution of Change Order No. 9 for Kercher Road Reconstruction Phase 2

(1:06:06) Dustin Sailor, Director of Public Works, this project is complete and now finalizing the construction records. This change order is to adjust the final quantities and explained the changes. This is an increase of \$38,313.46 and if funding is available from MACOG, this is eligible for 80/20 participation.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 21-2021.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted unanimously.

Resolution 22-2021 – Request to Approve Use of Pro Time Metal Roofing for Roof Replacement at 65736 State Road 15 and Release of Insurance Funding to Contractor

(1:10:02) Becky Hutsell, Redevelopment Project Manager, In January 2021, the Commission sold the property to Nate & Amber Butler. A claim was made to the City's insurance carrier for damages to the roof caused by hail. The money received from that claim is held in an escrow account. To remain in compliance with the purchase agreement, requesting Commission approval to utilize Pro Time Metal Roofing and requesting the insurance funds currently held in escrow be released directly to Pro Time.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 22-2021.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted unanimously.

Resolution 23-2021- Approve Request to Negotiate and Execute an Agreement with Heron Environmental, LLC for a Phase 2 Environmental Site Assessment (ESA) at 113 West Jefferson Street

(1:10:07) Becky Hutsell, Redevelopment Project Manager, In February the Commission approved an agreement with Heron Environmental to complete Phase 1 at 113 West Jefferson and that report has been completed and a Phase II ESA is recommended. Ms. Hutsell explained the scope of work. The proposal includes a not-to-exceed cost of \$5,450 to complete the scope of work. An application was made to the City's Brownfield Revolving Loan Fund.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 23-2021.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted unanimously.

Resolution 24-2021 – Approve Request to Authorize Execution of a Brownfield Revolving Loan Fund Grant Agreement for 113 West Jefferson Assessment Work

(1:12:57) Becky Hutsell, Redevelopment Project Manager, an application was by made to the City’s Brownfield Revolving Loan fund program requesting assistance for the cost of the Phase II and the Advisory Committee recommended a grant for \$5450. The agreement was approved by the Board of Public Works & Safety on April 12, 2021.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 24-2021.

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted unanimously.

DISCUSSION - Sale of 209 West Monroe Street

(1:13:45) Mark Brinson, Community Development Director, the home was acquired in 2006 as part of the River Race Drive construction project. The home is currently a rental and the tenant expressed interest in purchasing the property. The map included in the packet shows the Commission owned and private owners of properties in the block. Don’t have any other use of the property unless the Commission is envisioning a larger redevelopment of this entire block, we would then have to acquire the additional properties. Could sell the lots for development.

(1:17) Commissioner Stump stated that he thought we would own the entire block and envisioned a commercial development there. He does not want to sell the additional properties.

Commissioner Johnson stated that she is in support of selling the home and the vacant properties.

Commissioner Garber indicated he is willing to sell the home but not the vacant properties.

(1:20:26) Adam Scharf, Clerk Treasurer, spoke in favor of selling the lots for residential builds.

(1:21:53) Mark Brinson, Community Development Director, will get appraisals for the home only and start the RFP process.

DISCUSSION – Vault Grant Program

(1:22:04) Dustin Sailor, Director of Public Works, information was provided as requested by the Commission. Summarized the grading system of the vaults.

(1:25) discussions and comments between Commission members and staff.

It was decided that the Commissioners would like to see a report that identifies vaults with the grade of C from previous inspections and Mr. Sailor said he would get that information.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve payment of the Register of Claims totaling \$29,934.87

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

Ayes: Garber Johnson Stump Turner Weddell
Nays: None
The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

(1:30) Community Development Director Mark Brinson offered to answer any questions about the monthly report; however the Commission did not have any questions.

(1:32) Becky Hutsell, Redevelopment Project Manager, a potential new project. The owner of a property on Eisenhower Drive is wanting to sell a vacant lot to Genesis but the property is located in the well head protection area and they are finding the options for stormwater are limited. The City has been approached by Genesis to see if any opportunity for the City to participate in the construction of a stormwater connection. The Commission members stated they are in favor of this.

(1:35) Dustin Sailor, Director of Public Works, explained stormwater connections in the area.

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 May 11, 2021 at 3:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Johnson and seconded by Commissioner Stump to adjourn the meeting.

The motion was adopted unanimously.

The regular meeting was adjourned at 4:41 p.m.

APPROVED on May 11, 2021

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Executive Session of April 13, 2021

The Goshen Redevelopment Commission met in an executive session on April 13, 2021 at the conclusion of the Commission's regular meeting at 4:25 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, Andrea Johnson, Thomas Stump, Vince Turner, Brett Weddell and Bradd Weddell

Absent:

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 4:45 p.m.

APPROVED on May 11, 2021

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 24-2021

Annual Determination of Excess Assessed Value in the Plymouth Avenue Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Plymouth Avenue Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Plymouth Avenue Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Plymouth Avenue Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Plymouth Avenue Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Plymouth Avenue Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Plymouth Avenue Allocation Area.

PASSED and ADOPTED on May 11, 2021

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 25-2021

Annual Determination of Excess Assessed Value in the Southeast Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Southeast Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Southeast Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Southeast Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Southeast Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Southeast Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Southeast Allocation Area.

PASSED and ADOPTED on May 11, 2021

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 26-2021

Annual Determination of Excess Assessed Value in the Consolidated River Race / US 33 Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Consolidated River Race / US 33 Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Consolidated River Race / US 33 Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Consolidated River Race / US 33 Allocation Area.

PASSED and ADOPTED on May 11, 2021

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 27-2021

Annual Determination of Excess Assessed Value in the Lippert/Dierdorff Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Lippert/Dierdorff Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Lippert/Dierdorff Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Lippert/Dierdorff Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Lippert/Dierdorff Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Lippert/Dierdorff Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Lippert/Dierdorff Allocation Area.

PASSED and ADOPTED on May 11, 2021

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 28-2021

Allocate Funding from Southeast TIF for Goshen Community Schools for Advanced Manufacturing Academy

WHEREAS the Goshen Community Schools is requesting funds to assist with the Advanced Manufacturing Academy at Goshen High School for educational or worker training programs.

WHEREAS Goshen Community Schools is requesting a grant from Redevelopment to fund the Advanced Manufacturing Academy in the amount of \$511,399.00 from the Southeast TIF.

WHEREAS the grant funds will be expended on training equipment and supplies needed for the Manufacturing Academy over a five year period beginning in 2021.

WHEREAS Goshen Community Schools will submit an annual funding request detailing the specific training equipment and supplies needed for the Manufacturing Academy to be purchased for the calendar year.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the grant to Goshen Community Schools for the Advanced Manufacturing Academy in the amount of \$511,399.00.

PASSED and ADOPTED on May 11, 2021

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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Memo

To: Goshen Redevelopment Commission

From: Mark Brinson

Subject: Goshen High School Manufacturing Academy- Funding Request

Date: April 9, 2021

The Redevelopment Commission provided a grant in the amount of \$100,000 to Goshen High School in 2019. The grant was used to purchase training equipment for the Manufacturing Academy, which was in the early stages of development. The Commission expressed interest in continuing to support this program due to career opportunities it offers students and the skilled workforce it brings to local manufacturers. At the time there was discussion about a multi-year commitment to the Academy which would allow them to better plan for training equipment needs in the future.

Included in the meeting packet is a proposal with detailed information about the purpose of the Manufacturing Academy and how it will benefit the Goshen community. The proposal includes a list of the specific equipment that would be purchased over the next five years and the annual budget. A summary of the funding request by year is as follows:

| | |
|--------------------------|------------------------|
| Year One: | \$122,501 |
| Year Two: | \$98,448 |
| Year Three: | \$100,950 |
| Year Four: | \$97,050 |
| <u>Year Five:</u> | <u>\$92,450</u> |
| TOTAL | \$511,399 |

This project is not currently included in the most recently approved five-year Capital Plan or the proposed Capital Plan. If the Commission approves the funding request, the 2021-2025 Capital Plan will be adjusted to reflect this change.

The

Manufacturing Academy

at

Goshen High School



Purpose

The purpose of the Manufacturing Academy at Goshen High School is to provide graduates with the experiences and training that lead to obtaining good jobs in high-need, high-paying local manufacturing businesses. The manufacturing Academy at Goshen High School will also provide the resources local manufacturers need to train incumbent workers. Providing student graduates and incumbent workers with the training necessary to fill these jobs, Goshen Community Schools is poised to not only provide it's students with great employment opportunities, but provides a service to the entire community as a catalyst to bring in more manufacturing businesses. Additional businesses would help diversify the local manufacturing sector, making Goshen and the Goshen community more recession proof and a more stable economy.

Need

The Elkhart-Goshen area has led the nation in the largest job percentage gain, and retaining that ranking requires filling roughly 9,500 open positions.¹ Non-farm jobs in Elkhart and Goshen grew by 5.3 percent from November 2016 to November 2017, according to data released by the U.S. Bureau of Labor Statistics. Goshen mayor Jeremy Stutsman in explaining the city's growth stated, "It's certainly an exciting thing for our community to be able to boast that we have that many jobs being created. Each community in Elkhart County is working to manage that growth and we're seeing the effects of that". Stutsman further explained that city leaders have been working with developers to bring more housing to the area, as well as redeveloping brownfields and continuing the process of building quality of life and quality-of-place projects in hopes that we will continue to attract higher-paying jobs which will in turn help our communities and our schools thrive.²

The jobless rate in the Elkhart region plunged from 20% in March 2009, worst in the U.S., to just over 2% in January, half the national average. The local unemployment rate is near zero with some 9,500 left unfilled. Each day, about 25,000 workers commute into Elkhart County. A county economic development agency is hunting for job candidates across Appalachia

¹ Goshen News, January 7, 2018

² Goshen News, January 7, 2018

and as far as Puerto Rico.³ The local jobs rebound is the largest rebound in the United States. As the national unemployment rate drops toward 4%, the Elkhart region has been at that level or below for 30+ consecutive months. Opportunities abound for local development and growth with such a robust jobs outlook.

The Indiana State Board of Education was also a stimulus for change in creating need. In December of 2017 the Indiana State Board of Education transformed Indiana’s graduation requirements away from standardized testing and toward performance indicators, readying graduates for college and careers. The new ‘Graduation Pathways’ ensure every Indiana student will graduate from high school with a broad awareness of their individual career interests and options, a strong foundation of academic and technical skills and demonstrable employability skills that lead directly to meaningful opportunities, such as entering the workforce, earning a college degree or industry-recognized credential or enlisting in the military.

Local Jobs Market

Over 92% of Indiana’s manufacturing firms are experiencing a shortage of skilled production workers.⁴ Further, nearly on quarter of Indiana’s entire workforce is employed in manufacturing and logistics. The average income of those in the manufacturing industry is \$77, 092 compared to \$51, 820 for those employed outside of manufacturing, The local jobs market in manufacturing and manufacturing-related careers continue to rise. The chart below shows the broad current job need in the Elkhart-Goshen area with education level, average salary and demand for position over the next decade.

| Position | Education Needed | Salary | Demand |
|------------------------|------------------|-----------|--------|
| Manufacturing Engineer | Bachelor’s | \$72, 980 | 8.44% |
| Manufacturing Sales | Bachelor’s | \$67,510 | 7.38% |
| Production Technician | Credential | \$63,900 | 4.91% |

All figures from the Indiana department of Workforce Development

³ The Wall Street Journal; April 13, 2018

⁴ HireTech, Connexus Indiana

Goshen Community Schools stands ready to meet this local need for our economy by creating pathways in which students may earn credentials that are needed in area industries.

Programming

The Manufacturing Academy at Goshen High School will provide students with manufacturing technology and machine shop skills needed to enter the local job market. Students will also be able to take their skills and credentials earned to further their study at Ivy Tech Community College or other postsecondary institutions to complete two- and four-year degrees. Programming may also include training for incumbent workers.

Community Partners

The Goshen Community Schools has partnered with Horizon Education Alliance (HEA) to bring manufacturing training into our schools. HEA supports a network of businesses, schools and community stakeholders to develop pilot projects to design, test and adopt solutions to improve local education outcomes. HEA has been instrumental in this cross-sector partnership to provide local industries with the talent needed to fill exiting a future jobs. HEA has promoted, along with local industry leaders, the need to provide a work force with specific training to fill the number of skilled trade jobs. This training of new workers and retraining of the incumbent workforce provides the critical resource of trained labor that is needed to transform Goshen's industrial base from the manufacturing of yesterday to the Lean manufacturing that will be needed to strengthen and diversify Goshen's industrial base. The Goshen Community Schools will also rely heavily on the many manufacturers to provide students with meaningful internships as they transition from high school to the workforce.

Resources

In order to provide the training necessary to bolster our local economy, The Goshen Community Schools will need resources in personnel and equipment. Attracting and retaining teachers with the skills, training and certifications necessary to teach manufacturing classes is a challenge with most candidates with those perquisites finding more lucrative positions in industry. Goshen High School has found such a teacher with twenty plus years in the manufacturing sector.

In addition to personnel, Goshen High School will need to create and maintain a world-class manufacturing education facility. The Goshen Community Schools is investing in a renovation and update of its existing facilities to accommodate the new Manufacturing Academy. Along with the physical space, Goshen High School will need to invest in the same equipment used in local industries. The acquisition of such equipment is necessary to provide students and incumbent workers with the real world application of skills needed to enter the workforce. This equipment is also needed in order to test students and workers for certifications. A complete list of equipment needed is attached as an appendix. Please see the attached five-year budget.

RESOLUTION 29-2021

**Ratify Execution of Agreement for Lawn Services
with Colin Avila d/b/a Yardshark**

WHEREAS the City solicited proposals for lawn mowing and maintenance services (“Lawn Services”) for certain City of Goshen properties, including five locations or service areas owned or controlled by the Goshen Redevelopment Commission.

WHEREAS it was necessary for the selected contractor to begin providing Lawn Services the first week of May.

WHEREAS the Goshen Board of Public Works and Safety approved and executed the Agreement for Lawn Services on April 26, 2021, and Community Development Director Mark Brinson also executed the Agreement on the same date.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement for Lawn Services with Colin Avila d/b/a Yardshark, a copy of which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the execution of the Agreement on April 26, 2021 by Mark Brinson, Community Development Director, on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on May 11, 2021.

President

Secretary

AGREEMENT

FOR

CITY OF GOSHEN LAWN SERVICES

THIS AGREEMENT is entered into on April 26, 2021, which is the last signature date set forth below, by and between **Colin Avila d/b/a Yardshark** (“Contractor”), whose mailing address is PO Box 2101, Michigan City, IN 46361, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board and the Goshen Redevelopment Commission (“City”).

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

1. Contractor Duties

- 1.1. Contractor shall provide City the lawn mowing and maintenance services work for certain City of Goshen properties in accordance with the specifications for such services that are made a part of and attached to this agreement as Exhibit A.
- 1.2. For the purposes of this agreement, all duties to be performed by Contractor shall be referred to as the “Lawn Services,” and shall include all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the Lawn Services to each Service Area in a timely and professional manner.

2. Effective Date; Term; Renewal

- 2.1. The agreement shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. This agreement shall be effective for the 2021 mowing season which shall include 2021 fall clean up.
- 2.3. The agreement may be renewed under the same terms and conditions by written amendment of both parties. Either party may provide the other party notice in writing by December 31 if either party desires to renew the agreement for the next year’s mowing season which shall include fall clean up.

3. Compensation; Payment

- 3.1. City shall pay Contractor for the satisfactory performance of the Lawn Services based on the established price at a Service Area as set forth in Exhibit B attached to this agreement.
- 3.2. Payment for services rendered shall be upon City’s receipt of a detailed invoice from Contractor which may be invoiced no more frequently than monthly for the services performed the previous month.
 - (a) For a Service Area in which the price is based on a lump sum cost for season, the monthly cost shall be equal to one-sixth (1/6) of the established price at a Service Area with six (6) monthly invoices beginning in June and ending in November (for services through the end of the season, including fall clean up).

- (b) The invoice for services provided at **Service Areas 1 through 8, 14 and 15** shall be sent to the following address, or at such other address as City may designate in writing:

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

Email is also acceptable at Engineering@goshencity.com

- (i) The Lump Sum Cost for Season for **Service Areas 1 through 8** is \$16,650.00 (one-sixth of which equals \$2,775.00).
- (ii) The Unit Cost for Each Mow for **Service Area 14** is \$25.00, and the Fall Clean Up Cost is \$40.00.
- (iii) The Unit Cost for Each Mow for **Service Area 15** is \$50.00, and the Fall Clean Up Cost is \$50.00.
- (c) The invoice for services provided at **Service Areas 9 through 13** 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

Email is also acceptable at Redevelopment@goshencity.com

- (i) The Lump Sum Cost for Season for **Service Areas 9 through 11** is \$2,500.00 (one-sixth of which equals \$416.67).
- (ii) The Unit Cost for Each Mow for **Service Area 12** is \$50.00, and the Fall Clean Up Cost is \$100.00.
- (iii) The Unit Cost for Each Mow for **Service Area 13** is \$90.00, and the Fall Clean Up Cost is \$100.00.
- 3.3. Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 3.4. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

4. Licensing/Certification Standards

Contractor certifies that Contractor and any subcontractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the Lawn Services provided by Contractor pursuant to this agreement. This shall specifically include the application of any chemicals to eliminate weeds.

5. Independent Contractor

- 5.1. Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- 5.2. Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- 5.3. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

6. Non-Discrimination

Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee or applicant'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.

7. Employment Eligibility Verification

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

8. Contracting with Relatives

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

9. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

10. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this agreement. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this agreement.

11. Insurance

- 11.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the agreement with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- 11.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- 11.3. Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (a) Workers Compensation and Employer's Liability - Statutory Limits
 - (b) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - (c) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (d) Excess Umbrella Coverage - \$1,000,000 each occurrence

12. Force Majeure

- 12.1. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this agreement if and to the extent that such party's performance under this agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- 12.2. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds fifteen (15) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the agreement and the other party shall have no recourse.

13. Default

- 13.1. If Contractor fails to perform the work or comply with the provisions of this agreement, then Contractor may be considered in default.
- 13.2. It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this agreement, City may issue a written notice of default and provide a period of time that shall not be less than seven (7) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the agreement may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- 13.3. Contractor may also be considered in default by the City if any of the following occur:
 - (a) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this agreement.
 - (b) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (c) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the agreement.
 - (d) Contractor 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 Contractor or any of Contractor's property.
 - (f) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
 - (g) The agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

14. Termination

- 14.1. The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work satisfactorily performed and expenses reasonably incurred prior to notice of termination.
- 14.2. City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- 14.3. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

15. Notice

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

Address for City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Address for Contractor: Colin Avila dba Yardshark
PO Box 2101
Michigan City, IN 46361

16. Subcontracting or Assignment of Agreement

- 16.1. Except for providing weed treatment services, Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
- 16.2. Contractor may subcontract with a licensed entity or individual to provide weed treatment services.

17. Amendments

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

18. Waiver of Rights

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

19. Applicable Laws

- 19.1. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this agreement are incorporated by reference.
- 19.2. Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of contract.

20. Miscellaneous

- 20.1. Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement.
- 20.2. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- 20.3. 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.

20.4. In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

21. Severability

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

22. Binding Effect

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

23. Entire Agreement

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

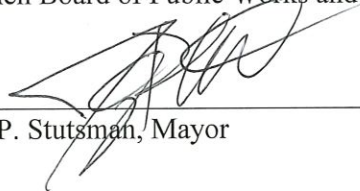
24. Authority to Execute

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

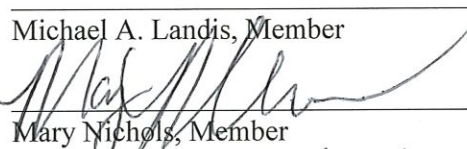
IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana

Goshen Board of Public Works and Safety




Jeremy P. Stutsman, Mayor

Michael A. Landis, Member


Mary Nichols, Member
Date Signed: 4/26/21

Colin Avila d/b/a Yardshark



Colin Avila, Owner
Date Signed: 4-23-21

Goshen Redevelopment Commission



Mark Brinson
Community Development Director
Date Signed: 4/26/21

EXHIBIT A

SPECIFICATIONS

FOR

CITY OF GOSHEN LAWN SERVICES

1. These specifications are for lawn mowing and maintenance services ("Lawn Services") for certain City of Goshen properties as listed on the proposal form and depicted on the attached aerial maps. Each area depicted is referred to as a "Service Area." Paragraphs 3 through 17 shall apply to each Service Area, and paragraph 18 identifies additional requirements or information for the Lawn Services to be provided to a specific Service Area.
2. Proposal Basis
 - a. City shall pay Contractor for the performance of the Lawn Services based on an established price for the Service Area. Proposals are requested based on:
 - i. Lump Sum Cost for Season. Contractor's proposal to provide Lawn Services at a Service Area shall be based on a lump sum cost for the entire season, and shall include fall clean up.
 - ii. Unit Cost for Each Mow. Due to a pending sale of a Service Area or an upcoming construction project that may affect a Service Area, Contractor's proposal to provide Lawn Services at a Service Area shall be based on an established unit cost for each time the Service Area is mowed. In addition, proposals are requested based on a unit cost for fall clean up at the Service Area.
3. Contractor shall provide all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the Lawn Services to each Service Area in a timely and professional manner. Such Lawn Services include mowing turf areas, trimming, proper removal and disposal of lawn litter and debris, including, but not limited to trash, sticks, and grass clippings, and fall leaf clean up services.
4. At the beginning of each season, and before each mowing, Contractor shall collect, remove and properly dispose of debris from each Service Area.
5. Contractor shall regularly inspect each Service Area during the growing season which extends from approximately the first week of May through the last week of October. The frequency of Lawn Services to be provided may vary depending on lawn treatments, irrigation, rainfall and/or drought.
6. Contractor shall mow a Service Area as needed so that grass does not exceed a height of five and one-half inches (5.5"). Contractor shall cut the turf area to a finished height of not less than two and one-half inches (2.5").
7. Contractor shall mow the entire Service Area, including the any turf area extending to a walkway, curb and/or the edge of pavement that is adjacent to the Service Area.
8. Contractor may leave grass clippings on the lawn as long as the mulched grass clippings are evenly dispersed and no visible clumps or rows remain after mowing the turf area. Contractor shall otherwise remove and properly dispose of grass clippings, if visible, after mowing the turf area.

9. Contractor shall also trim grass around fixed objects with each cutting to a height no greater than the surrounding turf area. This will include, but not limited to turf areas adjacent to objects such as trees, shrubs, landscaping areas, sign posts, light posts, buildings, fences, walkways, and pavement edges. Contractor shall use extreme care to prevent damage or injury to fixed objects.
10. Contractor shall mow and trim in such a manner as to keep grass clippings off vehicles and to avoid and/or minimize throwing grass clipping and trimmings on walkways, streets, parking areas, driveways, and landscaping areas. Contractor shall remove and properly dispose of all grass clippings and trimmings that may be thrown upon walkways, streets, parking areas, driveways and landscaping areas. Contractor shall NOT blow grass clippings, trimmings, lawn litter or debris into the storm drains.
11. Contractor shall remove and properly dispose of all lawn litter and debris at Contractor's expense. Contractor shall not dispose of lawn debris in City's solid waste containers.
12. All elements of the Lawn Services at a Service Area shall be completed the same day in which the Lawn Services are started. No partial mowing will be allowed unless the weather forces delay. If rain or wet turf conditions exist, Contractor shall finish the Lawn Services as soon as favorable conditions return.
13. Contractor shall provide fall clean up services for each Service Area as needed which shall include raking, blowing or otherwise preparing the leaves for collection and disposal by the City's Street Department. The fall clean up shall take place in late October/early November after most of the leaves have fallen from the trees so that there will be minimal leaves on the grounds of the Service Area over the winter months. Fallen leaves shall be placed at a location near the street to be collected by the Street Department during the leaf collection program. Contractor shall ensure that no twigs or branches are in the leaves that are placed for collection by the Street Department.
14. Contractor shall perform the Lawn Services Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. (local time). Contractor shall not perform Lawn Services on Sunday or on a holiday (i.e., Memorial Day, Independence Day, or Labor Day).
15. Contractor shall maintain all equipment in proper operating condition to provide a high-quality cut and minimize turf damage, the leaking of fluids, noise pollution and air pollution.
16. Contractor and Contractor's employees shall maintain a professional appearance while performing Lawn Services. The wearing of tank tops or halter tops shall not be permitted. Contractor and Contractor's employees conduct shall be professional and courteous at all times, and shall not use loud or profane language.
17. Contractor shall take all necessary precautions to avoid damaging any property during the performance of Lawn Services. Any damage caused to any property by Contractor shall be reported to the City immediately. Contractor shall repair or replace at Contractor's expense any property damaged while performing Lawn Services.
18. Additional Requirements/Information for a Specific Service Area
 - a. Service Area 1 - Third Street/Madison Street from Main Street to Pike Street
 - i. Service Area 1 includes the grass areas within the boulevard (center islands) extending from Main Street to Pike Street; the grass area at the "inside" curve of South Third Street and West Madison Street located west of the north/south alley; and the grass areas at the public parking lot at the southwest corner of South Third Street and West Washington Street.

- ii. Contractor shall perform application of weed control as needed throughout the season to eliminate weeds (i.e. crabgrass, dandelions, etc.). Contractor shall perform weed control in accordance with industry standards and manufacturer instructions.
 - iii. Contractor shall insure that all chemical applications are performed by properly licensed/certified individuals.
- b. Service Area 4 - East Lincoln Avenue Stormwater Basin
- i. Contractor shall mow the turf areas to the north and west of the stormwater basin as needed.
 - ii. Contractor shall mow the turf area around the top of the stormwater basin as needed.
 - iii. Contractor shall NOT mow the bottom of the stormwater basin.
 - iv. Contractor shall mow the interior side slopes, the east exterior side slope, west exterior side slope, and the south side of the stormwater basin to the ground level, mulch, and leave clippings in place to decompose over time either in late fall or late winter/early spring when the ground is hard enough to avoid creating ruts.
- c. Service Area 6 – East Kercher Road Stormwater Basin
- i. Contractor shall mow the turf area surrounding the stormwater basin as needed.

19. Addition or Removal of Service Area

- a. City reserves the right to add or remove a Service Area from the locations to be provided Lawn Services. City shall give Contractor notice of the addition or removal of a Service Area and the effective date of the change.
- b. In the event a new Service Area is added to the agreement, City and Contractor shall negotiate a price to provide Lawn Services to the new Service Area which shall be based on either a lump sum cost for the remainder of the season, including fall clean up, or a unit cost for each mow and a unit cost for fall clean up. Any addition of a Service Area to the agreement shall be made in writing and signed by both parties.
- c. In the event a Service Area is removed from the agreement, the removal of a Service Area in which the cost of the Lawn Services is based on a lump sum cost shall be made in writing with a cost adjustment to reflect the value of the change and signed by both parties. Any removal of a Service Area in which the cost is based on a unit cost for each mow may be removed from the agreement based solely on the City's written notice to Contractor.
- d. Service Areas based on a Unit Cost for Mow and Fall Clean Up
 - i. City will give Contractor notice of when the Contractor shall begin or discontinue Lawn Services to a Service Areas which is based on a Unit Cost for Mow and Fall Clean-up.

SERVICE AREA 1

THIRD STREET/MADISON STREET
FROM MAIN STREET TO PIKE STREET



SERVICE AREA 2

**CITY BUILDINGS AT
202 SOUTH FIFTH STREET,
203 SOUTH FIFTH STREET,
111 EAST JEFFERSON STREET, AND
204 EAST JEFFERSON STREET**



SERVICE AREA 3

**GOSHEN POLICE TRAINING FACILITY
AT 713 EAST LINCOLN AVENUE**



SERVICE AREA 4

EAST LINCOLN AVENUE STORMWATER BASIN



SERVICE AREA 5

300-BLOCK EAST WILDEN AVENUE



SERVICE AREA 6

EAST KERCHER ROAD STORMWATER BASIN



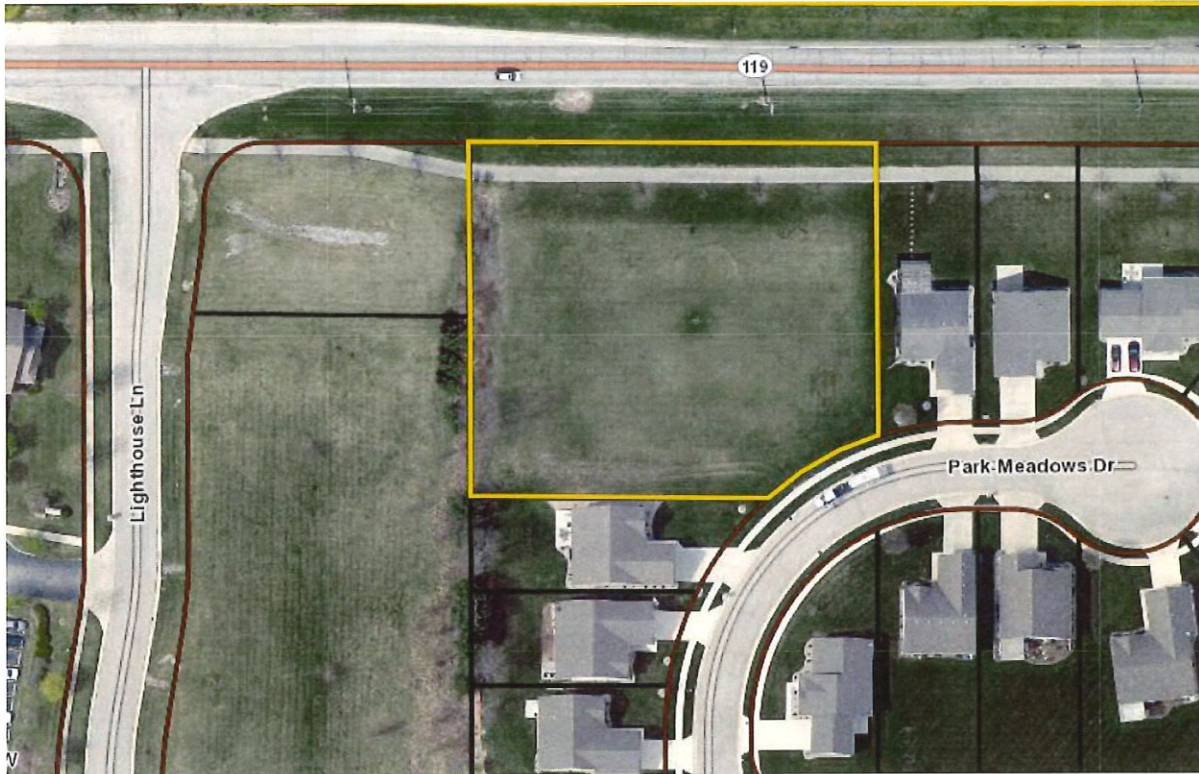
SERVICE AREA 7

**SOUTHEAST CORNER OF EAST KERCHER ROAD
AND PINE MANOR AVENUE**



SERVICE AREA 8

WEST PLYMOUTH AVENUE STORMWATER BASIN



SERVICE AREA 9

305 EAST KERCHER ROAD



SERVICE AREA 10

300-BLOCK NORTH MAIN STREET



SERVICE AREA 11

400-BLOCK SOUTH THIRD STREET



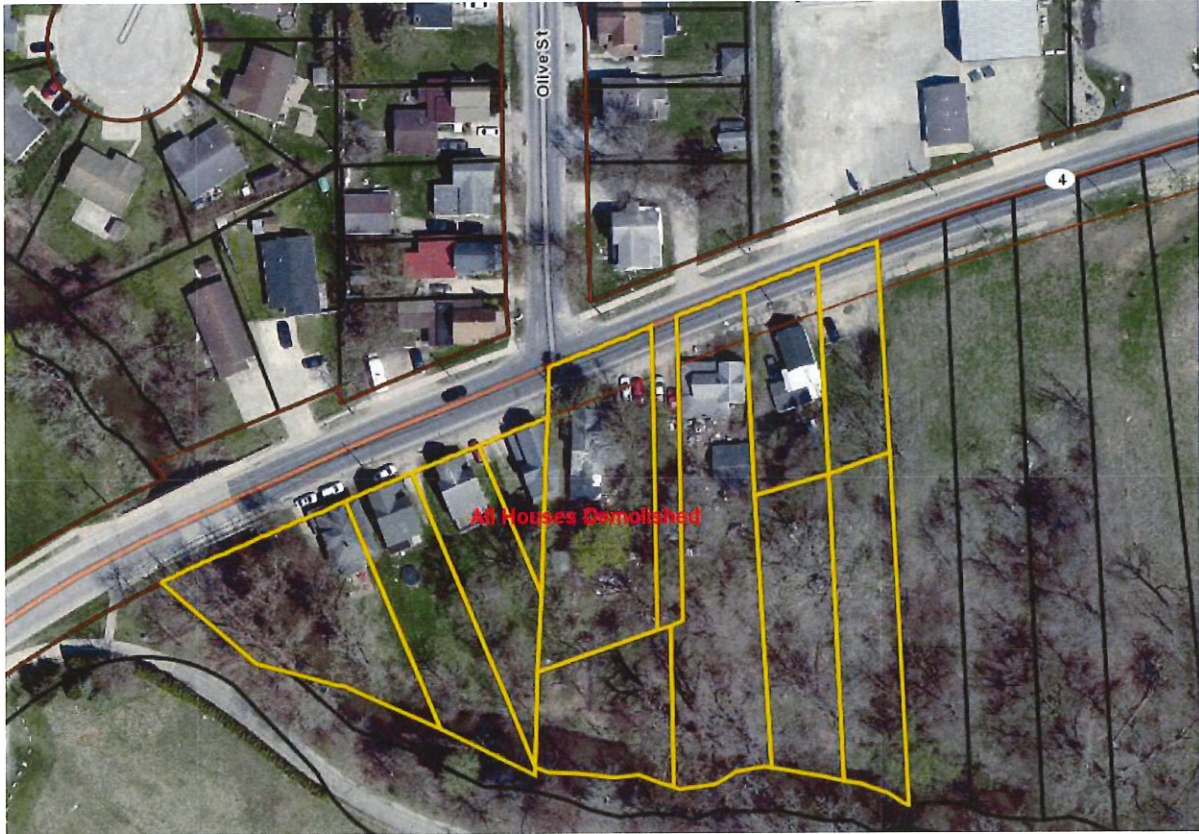
SERVICE AREA 12

217 WEST WILDEN AVENUE



SERVICE AREA 13

600-700-BLOCKS EAST LINCOLN AVENUE



SERVICE AREA 14

NORTHEAST CORNER OF EAST LINCOLN AVENUE
AND OLIVE STREET



SERVICE AREA 15

901 NORTH MAIN STREET

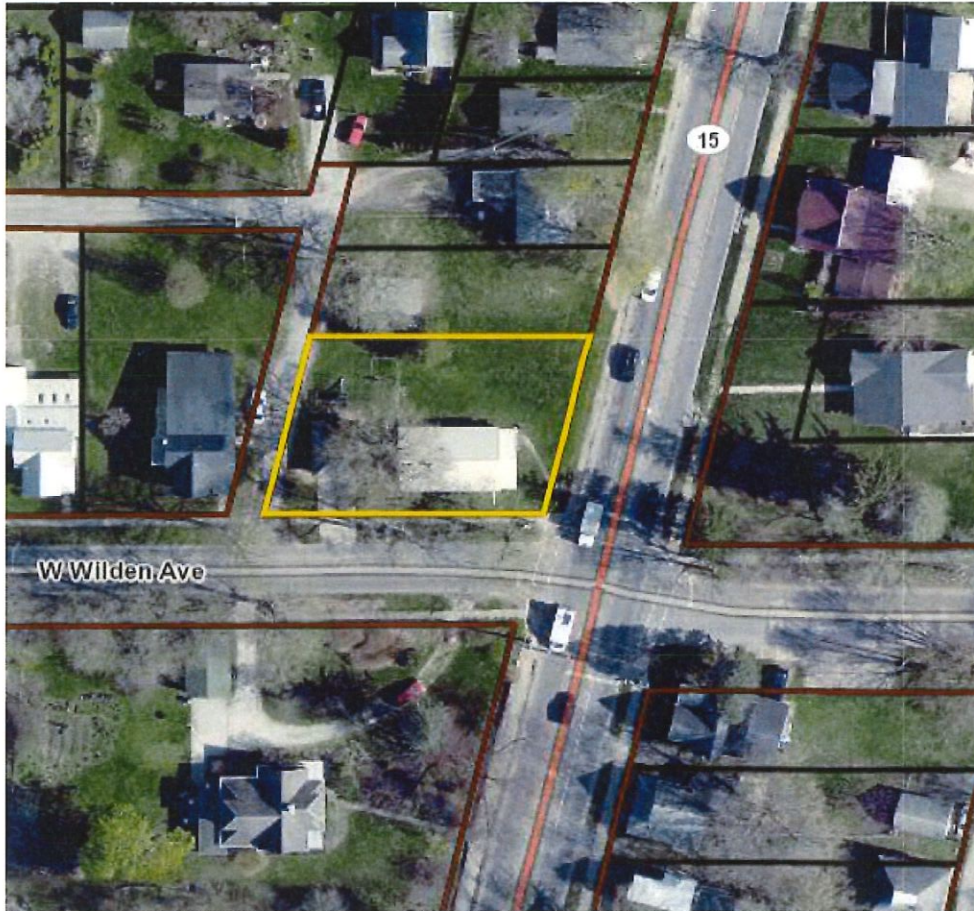


EXHIBIT B - Colin Avila dba Yardshark

| LOCATION | BASIS | COST |
|--|---------------------------|---------|
| Service Area 1 Third Street/Madison Street from Main Street to Pike Street (includes Weed Control) | Lump Sum Cost for Season: | \$ 6000 |
| Service Area 2 City Buildings at 202 South Fifth Street, 203 South Fifth Street, 111 East Jefferson Street, and 204 East Jefferson Street | Lump Sum Cost for Season: | \$ 4000 |
| Service Area 3 Goshen Police Training Facility at 713 East Lincoln Avenue | Lump Sum Cost for Season: | \$ 400 |
| Service Area 4 East Lincoln Avenue Stormwater Basin | Lump Sum Cost for Season: | \$ 1500 |
| Service Area 5 300-Block East Wilden Avenue | Lump Sum Cost for Season: | \$ 2100 |
| Service Area 6 East Kercher Road Stormwater Basin | Lump Sum Cost for Season: | \$ 1400 |
| Service Area 7 Southeast Corner of East Kercher Road and Pine Manor Avenue | Lump Sum Cost for Season: | \$ 250 |
| Service Area 8 West Plymouth Avenue Stormwater Basin | Lump Sum Cost for Season: | \$ 1000 |
| Service Area 9 305 East Kercher Road | Lump Sum Cost for Season: | \$ 500 |
| Service Area 10 300-Block North Main Street | Lump Sum Cost for Season: | \$ 1000 |
| Service Area 11 400-Block South Third Street | Lump Sum Cost for Season: | \$ 1000 |

| LOCATION | BASIS | COST |
|--|-------------------------|--------|
| Service Area 12 217 West Wilden Avenue | Unit Cost for Each Mow: | \$ 50 |
| Service Area 12 217 West Wilden Avenue | Fall Clean Up: | \$ 100 |
| Service Area 13 600-700 Blocks East Lincoln Avenue | Unit Cost for Each Mow: | \$ 90 |
| Service Area 13 600-700 Blocks East Lincoln Avenue | Fall Clean Up: | \$ 100 |
| Service Area 14 Northeast Corner of East Lincoln Avenue and Olive Street | Unit Cost for Each Mow: | \$ 25 |
| Service Area 14 Northeast Corner of East Lincoln Avenue and Olive Street | Fall Clean Up: | \$ 40 |
| Service Area 15 901 North Main Street | Unit Cost for Each Mow: | \$ 50 |
| Service Area 15 901 North Main Street | Fall Clean Up: | \$ 50 |

RESOLUTION 30-2021

Granting Temporary Easement at 217 West Wilden Avenue

BE IT RESOLVED that the Goshen Redevelopment Commission, on behalf of the City of Goshen, Indiana for the use and benefit of its Department of Redevelopment, grants a temporary easement located at 217 West Wilden Avenue to the City of Goshen, Indiana as described and depicted in the Temporary Easement attached to this resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director, is authorized to execute all documents related to the granting of the temporary easement.

PASSED and ADOPTED on May 11, 2021.

President

Secretary

TEMPORARY EASEMENT

City of Goshen, Indiana, for the Use and Benefit of its Department of Redevelopment (Grantor), grants to the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (City), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for no consideration, a temporary easement to enter upon and have possession of the real estate situated in Elkhart County, State of Indiana, as depicted upon the "Parcel 25 Temporary Right of Way" drawing attached as Exhibit A, and more particularly described as follows:

A PART OF LOT NUMBERED 400 AND A PART OF THE EAST ONE-FOURTH (E 1/4) OF LOT NUMBERED 401 AS THE SAME ARE KNOWN AND DESIGNATED ON THE RECORDED PLAT OF WILDEN'S WALNUT HILL FOURTH ADDITION TO THE CITY OF GOSHEN, INDIANA; SAID PLAT ORIGINALLY RECORDED IN DEED RECORD 86, PAGE 420; PLAT WAS LOST, REDRAWN, AND RE-RECORDED IN PLAT BOOK 3, PAGE 132, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT NUMBERED 399 AS SAID LOT IS KNOWN AND DESIGNATED ON SAID PLAT; THENCE SOUTH 89 DEGREES 38 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINES OF LOTS 399 AND 400 OF SAID PLAT, A DISTANCE OF 66.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 38 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 400 AND SAID PART OF LOT 401, A DISTANCE OF 12.67 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 07 SECONDS WEST ALONG THE WEST LINE OF SAID PART OF LOT, A DISTANCE OF 29.57 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 31 SECONDS EAST, A DISTANCE OF 12.79 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 29 SECONDS EAST, A DISTANCE OF 22.79 FEET; THENCE CONTINUING SOUTH 00 DEGREES 21 MINUTES 29 SECONDS EAST, A DISTANCE OF 6.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.009 ACRE, MORE OR LESS.

AND ALSO:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 399; THENCE SOUTH 89 DEGREES 38 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINES OF SAID LOTS, A DISTANCE OF 66.09 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 29 SECONDS WEST, A DISTANCE OF 6.78 FEET; THENCE SOUTH 42

DEGREES 59 MINUTES 59 SECONDS EAST, A DISTANCE OF 5.14 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 31 SECONDS EAST, A DISTANCE OF 17.33 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 29 SECONDS WEST, A DISTANCE OF 4.57 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 31 SECONDS EAST, A DISTANCE OF 10.25 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 29 SECONDS EAST, A DISTANCE OF 2.06 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 31 SECONDS EAST, A DISTANCE OF 5.25 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 42 SECONDS EAST, A DISTANCE OF 29 .81 FEET TO A POINT ON THE EAST LINE OF SAID LOT 399; THENCE SOUTH 00 DEGREES 35 MINUTES 34 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 4.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.007 ACRE, MORE OR LESS.

The above described real estate shall hereinafter be referred to as “Easement”.

The Easement is part of the real estate more commonly known as 217 West Wilden Avenue, Goshen, Indiana, and part of Parcel Number 20-11-04-454-002.000-015. Grantor obtained title to the real estate by Sheriff’s Deed dated January 27, 2021, and recorded February 12, 2021, in the Office of the Recorder of Elkhart County, Indiana as Instrument No. 2021-03959.

The Easement is granted to City for the purpose of the constructing a drive approach to service the real estate to and from West Wilden Avenue and for grading the real estate as part of the Wilden Avenue reconstruction project subject to the following covenants and conditions:

City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor’s adjoining real estate.

The Easement will terminate on December 31, 2024, and be released to the Grantor or the owner of record as shown on the Elkhart County property tax records as of December 31, 2024.

The terms of this Easement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Easement on behalf of Grantor; that the Grantor has full capacity to grant the Easement described; and that all necessary action for granting this Easement has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Temporary Easement on _____, 2021.

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

Mark Brinson
Community Development Director

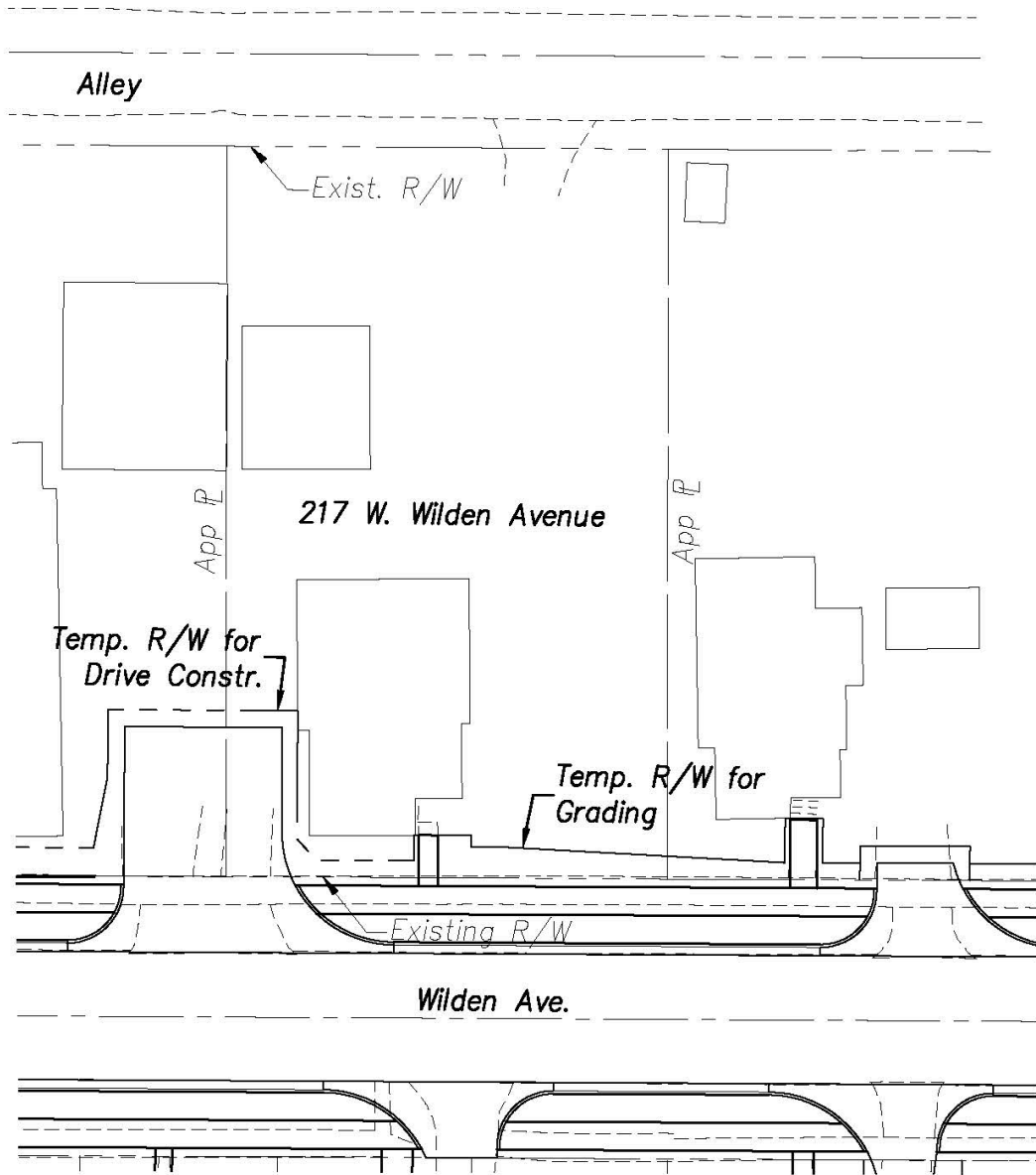
STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2021, personally appeared Mark Brinson, Community Development Director, on behalf of City of Goshen, Indiana, for the Use and Benefit of its Department of Redevelopment, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

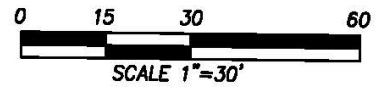
Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

Exhibit A

Parcel 25
Temporary Right of Way



SHEET 1 OF 1



ACCEPTANCE

The City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Temporary Easement from City of Goshen, Indiana, for the Use and Benefit of its Department of Redevelopment and accepts the Temporary Easement on _____, 2021.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2021, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing Acceptance.

Shannon Marks, Notary Public
Resident of Elkhart County, Indiana
Commission Number NP0685467
My Commission Expires May 17, 2024

Prepared by Larry A. Barkes, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

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

RESOLUTION 31-2021

Approve Request to Order New Appraisals for Pike Street Properties

WHEREAS the Commission funded the creation of a redevelopment plan for the Downtown River District.

WHEREAS these properties play a critical role in future development of the River District.

WHEREAS properties on Pike Street were originally appraised in August 2018 and these appraisals are no longer valid.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the request to order new appraisals for the Pike Street properties.

PASSED and ADOPTED on May 11, 2021

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, 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

communitydevelop@goshencity.com • www.goshenindiana.org

Memo

To: Redevelopment Commission

From: Mark Brinson

Subject: Pike Street Appraisals

Date: May 6, 2021

The Economic Development Plan for the River Race/US 33 TIF includes several properties on Pike Street that were targeted for possible redevelopment (see attached map). Recently the Redevelopment Commission funded the creation of a redevelopment plan for what is being called the Downtown River District. This district includes the subject properties on Pike Street.

Part of the planning process for the Downtown River District is to identify key opportunities within the district for redevelopment. The draft plan, which has been reviewed by city staff, the steering committee and downtown stakeholders, identifies the Pike Street properties as a key catalyst site for new development in the district.

These properties were originally appraised in August of 2018, but these appraisals are no longer valid. Given the critical role these properties may have in the future development of the River District, staff is requesting permission from the Redevelopment Commission to order new appraisals.

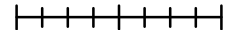


The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee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



Feet

0 20 40 80



1 inch = 75 feet

Pike Street Development Area

2016
Aerial Photo

The City of Goshen

Department of
Planning & Zoning

204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626

RESOLUTION 32-2021

Approve Downtown Vaults Assistance Program

WHEREAS the Commission has discussed participating in the Downtown Vault Assistance Program.

WHEREAS the details of the program are as follows:

1. Vault owners have six months to sign-up for the 2021 vault closure assistance program beginning June 2021 and ending December 2021.
2. Participants of the vault closure program will have until the end of October 2022 to complete their project and receive assistance.
3. Property owner would be responsible for installation of their foundation wall.
4. Redevelopment would fund 100 percent of the backfill material.
5. Redevelopment would fund 100 percent of the sidewalk restoration.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the Downtown Vault Assistance Program.

PASSED and ADOPTED on May 11, 2021

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Redevelopment Commission

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

RE: **DOWNTOWN VAULTS – ASSISTANCE PROGRAM**
(JN: 2012-0043)

DATE: May 6, 2021

At the April Redevelopment meeting, a second discussion occurred regarding the proposal to reimplement the downtown vault closure program. As part of the discussion, the Commission requested a list of all the previous building owners that were notified of their vaults and of the availability of the previous vault closure program. After researching the electronic file and the hard copy file, it has been determined Goshen Engineering does not have a comprehensive list. Letters were sent out with hand addressed envelopes and a master address list was not attached to the letter template.

Goshen Engineering's files do contain privately contracted engineering reports for the addresses listed, which suggests the property owners were aware of their vault and the documentation requirements associated with them.

| | |
|--------------------|--------------------------|
| 123 S. Main Street | 206 S. Main Street |
| 124 S. Main Street | 211 S. Main Street |
| 132 S. Main Street | 213 S. Main Street |
| 136 S. Main Street | 219 S. Main Street |
| 201 S. Main Street | 111 E. Washington Street |
| 204 S. Main Street | |

To move the discussion forward, City staff is offering a resolution for the commission's consideration. The resolution is structured where:

1. Vault owners have six months to sign-up for the 2021 vault closure assistance program beginning in June 2021 and ending in December 2021.
2. Participants of the vault closure program will have until the end of October 2022 to complete their project and receive assistance.
3. Property owner would be responsible for installation of their foundation wall.
4. Redevelopment would fund 100-percent of the backfill material.
5. Redevelopment would fund 100-percent of the sidewalk restoration.

Downtown Vaults – Assistance Program

May 6, 2021

Page 2 of 2

At previous commission meetings, commission members discussed their past and future participation in the replacement of the sidewalk, and members were concerned about participating in an amount over 50-percent. City staff has offered participation at 100-percent for the sidewalk in the resolution because circumstances have changed since the last vault closure program ran. The factors that have changed are: Main Street is now under the City's jurisdiction and the City completed a downtown improvement replacing many of the sidewalk panels at no cost to the businesses. This participation offer is a starting point, and the Commission remains in control of the final limits for program support.

Thank you in advance for your consideration of the resolution and your support for downtown and the community.

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 **April 13, 2021 through May 7, 2021** and finds that entries are allowed in the total amount of **\$62,570.89**

APPROVED on May 11, 2021

Vince Turner, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 04/13/21 through 05/07/21

| Invoice Date | Payee | Description | Claim # | Line Number | Amount |
|---------------|---|--|---------|---------------------|--------------------|
| 4/22/2021 | Jonathan Shetler | Reimbursement for roof repairs | 1887 | 480-560-00-439.0930 | \$4,875.00 |
| 5/6/2021 | City of Goshen (0200) | Reimbursement to Street Department for fuel,labor and | 1894 | 480-560-00-442.0000 | \$1,975.65 |
| 5/6/2021 | City of Goshen Utilities | 2601 Woodland Drive | 1897 | 480-560-00-439.0930 | \$25.57 |
| 5/6/2021 | Schmucker Heating & A/C Inc. | Replaced water heater at 65693 SR 15 | 1889 | 406-560-00-431.0502 | \$1,073.90 |
| 5/6/2021 | Barkes, Kolbus, Rife & Shuler, LLP (00311) | Legal Services for May 1, 2021 through May 31, 2021 | 1891 | 406-560-00-431.0502 | \$4,399.00 |
| 5/6/2021 | Barkes, Kolbus, Rife & Shuler, LLP (00311) | Professional Services - 901 N Main St, Madison St Ejec | 1891 | 406-560-00-431.0502 | \$285.00 |
| 5/6/2021 | Barkes, Kolbus, Rife & Shuler, LLP (00311) | Professional Services - 901 N Main St, Madison St Ejec | 1891 | 480-560-00-439.0930 | \$216.00 |
| 5/6/2021 | Boarman Kroos Vogel Group, Inc. | New South Side Fire Station Study | 1893 | 473-560-00-439.0930 | \$3,000.00 |
| 5/6/2021 | Commercial Appraisal Services, Inc. (09958) | Appraisal of 209 West Monroe Street | 1896 | 480-560-00-439.0930 | \$475.00 |
| 5/6/2021 | Elkhart County Treasurer(01641) | 2020 Taxes | 1888 | 406-560-00-431.0502 | \$131.63 |
| 5/6/2021 | Elkhart County Treasurer(01641) | 2020 Taxes | 1888 | 480-560-00-439.0930 | \$618.09 |
| 5/6/2021 | Jones Petrie Rafinski Corp. (00463) | Traffic Study for Consolidated Court Complex | 1890 | 480-560-00-439.0930 | \$39,115.00 |
| 5/6/2021 | Kelly Appraisals (05993) | Appraisal of 209 West Monroe | 1895 | 480-560-00-439.0930 | \$375.00 |
| 5/6/2021 | Lochmueller Group(09835) | Kercher Road Phase 2 | 1899 | 473-560-00-431.0502 | \$2,880.74 |
| 5/6/2021 | NIPSCO (00014) | 2601 Woodland Drive | 1898 | 406-560-00-435.0101 | \$50.13 |
| 5/6/2021 | NIPSCO (00014) | 2601 Woodland Drive | 1898 | 406-560-00-435.0201 | \$15.18 |
| 5/6/2021 | Scott Signs 00166 | For Sale Sign | 1892 | 480-560-00-439.0930 | \$60.00 |
| 5/7/2021 | Abonmarche (05859) | Crossing Stormwater Drainage System Design | 1900 | 484-560-00-431.0502 | \$3,000.00 |
| Total: | | | | | \$62,570.89 |



May 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 in May/June to allow for 2021 construction. We are currently waiting on final permits and for NIPSCO electric to complete their pole relocation work.

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 April/May for bidding in May/June 2021. Construction is anticipated to occur 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 with tenants moving in beginning June 1st. 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

The vault assessments are complete, and assessments have been forwarded to each property owner for consideration. There were two vaults deemed immediate concerns and there are other vaults that were identified as needing repairs or closure. A discussion regarding the next steps needs to take place.

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 bid in November 2020, and awarded in December to Phend and Brown. Construction will begin the week of May 17. Completion is anticipated in August or earlier, if weather cooperates.

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 this year 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 have been occurring monthly. The first Stakeholder meeting was held on February 3rd and a second on April 14th. 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. JPR will be presenting the final plan to the Commission within the next few months.

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. Some scoping about the bridge design occurred in February, and DLZ is beginning the bridge design. The design for the replacement of the bridge is anticipated to be completed in May 2021. Bidding was planned for 2021, but will be postponed until 2022, with hopes material pricing will normalize.

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. BKV Group was selected to conduct the study and City staff has held the first 3 planning meetings with them. An additional meeting will be held within the next few weeks to continue planning efforts.

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 but issuance was delayed until the RDC is able to acquire the property at 113 W Jefferson Street. A purchase agreement has been executed, the Phase I ESA has been completed and we're awaiting a Phase II report to determine environmental conditions that exist for this property. Once acquisition of the property is complete, the RFP will be issued.

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 with JPR as the site design consultant. At the February RDC meeting, the RDC agreed to pay for the traffic study from the designated funds. Completion of the traffic study has been delayed due to INDOT's request for additional data. City staff is working with MACOG to collect the additional information and it is anticipated that it will be provided to INDOT by mid-to-late May, allowing for completion of the TIS document. Construction cost estimates will be developed once the report is finalized..

PROJECT: KERCHER WELLFIELD LAND PURCHASE

PROJECT DESCRIPTION

The Kercher Wellfield located in the Goshen Industrial Park requires the replacement of one of its three wells. Because the wellfield is sitting on a postage stamp property, the site is unable to support the development of another well without the purchase of additional land.

PROJECT UPDATE

Goshen Utilities is in negotiation of for the additional land purchase, but is working through the due diligence process to verify potential environmental concerns in the soil and groundwater. At the Board of Works meeting on March 1, 2021, agreements with Roberts Environmental and Peerless Midwest were approved to complete the due diligence process. It is the Utilities goal to close on the first part of the property purchase in June 2021.

PROJECT: FIDLER POND CONNECTOR PATH

PROJECT DESCRIPTION

This project will create a pedestrian path connecting the College Avenue path to Fidler Pond Park. The path will be constructed in two phases. Initially, the Oak Lane roadway will act as the pathway while the trail is constructed from the north end of the road to the park. Sharrows will be added to Oak Lane during Phase One and Phase Two will include reconstructing Oak Lane with curb and gutter and the installation of a separated pedestrian trail.

PROJECT UPDATE

Engineering has prepared preliminary drawing and engineers estimates for both phases. After the final alignment is determined a neighborhood meeting will be scheduled to receive comments. Final design may be completed in-house. If not, a RFP for design services will be issued. Construction is anticipated to occur in 2021 or 2022, depending on how quickly the alignment can be finalized.