



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF August 10, 2021**

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

The Goshen Redevelopment Commission will meet on August 10, 2021 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. CHANGES TO THE AGENDA

3. APPROVAL OF MINUTES

4. PRESENTATION

Indiana Avenue Apartments
Downtown River District

5. NEW BUSINESS

Resolution 46-2021 – Approve Agreement for the Sale and Purchase of Real Estate at 209 West Monroe Street

Resolution 47-2021 – Approve Agreement for Sale and Purchase of Real Estate at 217 West Wilden Avenue

Resolution 48-2021 – Approve Exterior Design for 217 West Wilden Avenue

Resolution 49-2021 – Approve Request to Solicit Proposals for Survey Services, Geotechnical Services and Architect Services for the Design of West Jefferson Streetscapes

Resolution 50-2021 – Approve Request to Solicit Proposals to Update Right-of-Way Study and Traffic Study for County Road 40/Woodfield Road Corridor

6. UPDATE

Eisenhower Drive North and South Pavement Replacement

7. DISCUSSION

College Avenue TIF/Bond – Procedural Time Table

8. APPROVAL OF REGISTER OF CLAIMS

9. MONTHLY REDEVELOPMENT STAFF REPORT

10. OPEN FORUM

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

11. ANNOUNCEMENTS

Next Regular Meeting – September 14, 2021 at 3:00 p.m.

12. EXECUTIVE SESSION

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

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of July 13, 2021

The Goshen Redevelopment Commission met in a regular meeting on July 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 Vince Turner. 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

CHANGES TO THE AGENDA

Commission President Vince Turner indicated there is a request to add items to the agenda. To be added: Opening of Proposals of 209 West Monroe Street and 620 East Douglas Street. Public Hearing for 209 West Monroe after the opening of the proposals. Resolution 41-2021 should read – Approve Sale of 217 West Wilden Avenue.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve the changes to the agenda.

The motion passed unanimously.

APPROVAL OF MINUTES

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve the minutes of the June 8, 2021 regular meeting.

The motion passed unanimously.

OPEN PROPOSALS

(1:45) Commission President Turner stated that one proposal for each property was received.

209 West Monroe Street – Proposal received from Tobias Carter with a purchase price of \$100,500.

620 East Douglas Street – Anderson Partners, LLC of Indianapolis with a purchase price of \$75,000

Commissioner Turner stated that both of the proposals will be subject to review.

Mark Brinson, Community Development Director, asked for Commission members to be on the review committee for 620 East Douglas and Commissioner Stump and Commissioner Turner volunteered.

PUBLIC HEARING

209 West Monroe Street – No comments from the public.

NEW BUSINESS

Resolution 40-2021 – Partial Loan Forgiveness of a Loan to Goshen Theater, Inc.

(5:47) Larry Barkes, Commission Attorney, stated that as part of the agreement a part of the loan is forgiven on an annual basis if all conditions have been met. This is the second forgiveness.

(6:50) Julia Gautsche, Current Board Chair of Goshen Theater, thanked the Commission for their support.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 40-2021.

The motion passed unanimously.

Resolution 41-2021 – Approve Sale of 217 West Wilden Avenue

(9:50) Mark Brinson, Community Development Director, stated a Request for Proposals was issued for the vacant property at 217 West Wilden Avenue. Two proposals were received. A committee reviewed the proposals and recommended Habitat for Humanity because their proposal was for an owner occupied home and not a rental. Habitat for Humanity will be building a two-story home, which will their first in Elkhart County.

(12:37) Greg Conrad, President and Executive Director of Habitat for Humanity of Elkhart County, answered questions from the Commission and explained Habitat's process of home ownership.

A motion was made by Commissioner Stump and seconded by Commissioner Garber to approve Resolution 41-2021.

The motion passed unanimously.

Resolution 42-2021 - Authorization to Negotiate and Execute Contract for Professional Engineering Services with American Structurepoint for College Avenue Reconstruction Phase 2

(17:50) Dustin Sailor, Director of Public Services, stated that INDOT solicited a Request for Proposals for Professional Engineering services for the Reconstruction of College Avenue from 9th Street to US 33. The Engineering Department received seven (7) proposals and they were evaluated by a committee and the committee selected American Structurepoint.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 42-2021.

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 with 5 in favor and 0 against.

Resolution 43-2021 – Approve Execution of Change Order One (1) for Eisenhower Drive North and South Reconstruction

(21:00) Dustin Sailor, Director of Public Works, showed the Commission a picture of the unsuitable soils. This change order is a direct result of the soils found on Eisenhower Drive. The amount of change order is \$133,500 with a new contract total of \$1,920,872.45, which is an increase of 7.47 percent. Updated the Commission on the progress of the project.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 43-2021.

The motion was adopted unanimously.

Resolution 44-2021 – Request to Approve Issuance of a Request for Proposals for Professional Engineering of the Consolidated Court Project Roadway Improvements

(26:10) Becky Hutsell, Redevelopment Project Manager, In January an agreement was executed with JPR to complete a traffic impact study for the new Elkhart County Consolidated Court Complex. INDOT has approved the improvements recommended within the study. A copy of the executive summary is in the packet. Explained the details of the road improvements. Will not issue the RFP until Elkhart County confirms their commitment for participation in the project as defined in the agreement.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 44-2021.

The motion was adopted unanimously.

Resolution 45-2021 – Request to Approve Project Additions to the Five Year Capital Plan

(26:10) Becky Hutsell, Redevelopment Project Manager, stated since the adoption of the last Five-Year Capital Plan in January 2020, several new projects have been developed and others have been identified for prioritization. Incorporating 12 new projects into the capital plan, 5 in the Race TIF and 7 in Southeast TIF. This will add \$13.7million to the budget. Ms. Hutsell provided a power point that provides general details of the projects. Provided budget tables that shows each TIF shortfalls next 5 years. In order to address the shortfalls there are two options, can rearrange the timeline and shift projects or proceed with the consolidation of Goshen TIF's with the exclusion of the East College area. Explained the breakdown per project type. Would like feedback from the Commission before finalizing capital plan. Looking for Commission member's opinion on moving forward with the TIF consolidation. Explained the projects within each TIF.

After comments, discussion and questions regarding the new projects, the Commission was in favor of all the new projects except the Lincoln Avenue Traffic Reconfiguration project and it will be removed from the list.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to remove the Lincoln Avenue Traffic Reconfiguration project and approve Resolution 45-2021.

The motion was adopted unanimously.

(1:25:35) Becky Hutsell, Redevelopment Project Manager, asked the Commission if they want to shift projects out further to make the budget balance or proceed with the TIF consolidation.

(1:26:32) Question regarding the process to consolidate TIF's and Larry Barks responded it is the same process that if you were creating a new TIF. The Commission agreed with the TIF consolidation and a resolution will be presented at a future meeting.

(1:37:03) Becky Hutsell asked the Commission if they wanted to move forward with the capital plan as it is or shift the projects out in case the consolidation does not happen. After comments and discussion it was decided to not to finalize the capital plan at this time.

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 \$708,106.86.

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

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

OPEN FORUM

Commissioner Weddell updated the Commission on the Council first reading of the annexation of the East College parcels and discussion among Commission members and staff about the annexation. Commissioner Stump asked about the state allowing residential TIF's.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for August 10, 2021 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 4:47 p.m.

APPROVED on August 10, 2021

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 46-2021

Agreement for the Sale and Purchase of Real Estate at 209 West Monroe Street

WHEREAS the City of Goshen acquired the real estate at 209 West Monroe Street, Goshen (subject real estate) in 2006 to carry out a redevelopment project.

WHEREAS after the completion of the infrastructure improvement projects along River Race Drive, there is excess real estate that is no longer needed by the City.

WHEREAS the Goshen Common Council approved the disposal of the subject real estate by the Redevelopment Commission by adoption of Resolution 2021-17 on May 18, 2021.

WHEREAS after a public hearing, the Redevelopment Commission approved the disposal of the subject real estate by adoption of Resolution 33-2021 on June 8, 2021.

WHEREAS the Redevelopment Commission sought proposals for the sale and purchase of the subject real estate.

WHEREAS Tobias G. Carter submitted a proposal to purchase the subject real estate, and after review, Redevelopment staff recommends the acceptance of the proposal.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement for the Sale and Purchase of Real Estate with Tobias G. Carter for the subject real state attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that Community Development Director Mark Brinson is authorized to execute any and all documents, including the attached Agreement for the Sale and Purchase of Real Estate, to transfer the subject real estate on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on August 10, 2021.

President

Secretary

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

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

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Redevelopment agrees to sell and Carter agrees to purchase the following real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as 209 West Monroe Street, Goshen, IN 46526, and more particularly described as follows:

Beginning at the Southwest corner of Lot Number Ninety-three (93) in Barns Second Addition to the Town, now City, of Goshen, Indiana (Deed Record 15, page 489); thence running East Fifty-six (56) feet, more or less, to a point; thence running North Forty-five and one-half (45½) feet; thence running West Fifty-six (56) feet; thence running South Forty-five and one-half (45½) feet to the place of beginning as recorded in Deed Record 15, page 489.

LESS AND EXCEPTING The West fifteen feet (15’) of the above described real estate.

Parcel Number: 20-11-09-456-014.000-015

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

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

The titleholder of the Real Estate is “City of Goshen for the use and benefit of its Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana.”

PURCHASE PRICE

Carter agrees to pay and Redevelopment agrees to accept the total sum of One Hundred Thousand Five Hundred Dollars (\$100,500) to be paid at the closing.

TAXES AND ASSESSMENTS

Redevelopment shall pay the real estate taxes and assessments for 2020 due and payable in 2021. The real estate taxes and assessments for 2021 due and payable in 2022 shall be prorated

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

CLOSING

A closing will be held on or before September 3, 2021, unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

TITLE INSURANCE

At the time of closing, Redevelopment agrees to provide Carter with a policy of title insurance in standard ALTA owner's form insuring the title to the Real Estate to be conveyed by Redevelopment to Carter in an amount equal to the purchase price, to be free of defects except such defects that are included in the standard exceptions forming a part of such policies, and easements, public ways and restrictions of record.

WARRANTY DEED

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

POSSESSION OF REAL ESTATE

Carter is currently in possession of the Real Estate as a tenant of Redevelopment. Carter will receive fee simple title and full possession of the Real Estate on the date of closing.

RENTS AND SECURITY DEPOSIT

(1) Redevelopment shall be entitled to all rent due from Carter as the current tenant of the Real Estate until the date of closing. Monthly rent is Eight Hundred Thirty-five Dollars (\$835). Rent shall be prorated between Redevelopment and Carter as of the date of closing. In the event that Carter is delinquent as of the date of closing, such delinquent rent shall be paid by Carter at closing.

(2) Redevelopment shall refund Carter the amount of any prepaid rents paid by Carter as the current tenant, if any, received by Redevelopment for months subsequent to that in which closing occurs.

(3) Redevelopment shall refund Carter at closing the security and/or damage deposit in the amount of Six Hundred Dollars (\$600) held by Redevelopment on behalf of Carter as the current tenant of the Real Estate.

RISK OF LOSS

Redevelopment shall assume the risk of loss until the date of closing at which time Carter shall assume the risk of loss.

WARRANTIES

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

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

USE OF PREMISES

(1) Carter agrees to use the Real Estate and any structures or facility on the Real Estate in conformity with all applicable laws and regulations of any governmental entity or public authority.

(2) Carter agrees to not use the Real Estate and any structures or facility on the Real Estate in a manner that would be reasonably offensive to the owners or users of adjoining real estate or would tend to create a nuisance.

(3) The Real Estate will be occupied as a single-family residence at least December 31, 2026.

NON-COLLUSION/CONFLICT OF INTEREST

Carter certifies that by submitting an offer to purchase the Real Estate, Carter:

(1) Carter has not entered into a combination or agreement relative to the purchase price offered nor taken any action to prevent a person from submitting a proposal or to induce a person to refrain from submitting a proposal, and Carter's proposal is made without reference to any other proposal.

(2) Carter is not in a situation where Carter's interest would interfere with his loyalty or responsibilities to the City of Goshen or raise questions about such interference. Carter agrees not to accept work, enter into a contract or accept an obligation or engage in any activity, paid or unpaid, that is inconsistent or incompatible with Carter's obligations or the scope of services to be rendered to Redevelopment. Carter warrants, that to the best of his knowledge, there is no other contract or duty on Carter's part that conflicts with or is inconsistent with the services sought to be provided to Redevelopment.

MISCELLANEOUS

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

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

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

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

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

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

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

Redevelopment

Carter

Mark Brinson, Community Development
Director of the City of Goshen, Indiana, a
municipal corporation and political
subdivision of the State of Indiana, acting
through the Goshen Redevelopment
Commission

Tobias G. Carter

Date: _____

Date: August ____, 2021

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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

Witness my hand and Notarial Seal this _____ day of August, 2021.

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

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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

Witness my hand and Notarial Seal this _____ day of _____, 2021.

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

RESOLUTION 47-2021

Approve Agreement for the Sale and Purchase of Real Estate at 217 West Wilden Avenue

WHEREAS, the City owns the property located at 217 West Monroe Street and issued a Request for Proposals and two proposals were received.

WHEREAS, after committee review, the proposal from Habitat for Humanity of Elkhart County was selected.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement for the Sale and Purchase of Real Estate at 217 West Wilden Avenue with Habitat of Humanity of Elkhart County and that agreement is attached to and made a part of this resolution.

PASSED and ADOPTED on August 10, 2021

Vince Turner, President

Andrea Johnson, Secretary

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on _____, 2021, by Habitat for Humanity of Elkhart County, Inc., hereinafter referred to as “Habitat” and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as “Redevelopment.”

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Redevelopment agrees to sell and Habitat agrees to purchase the following real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as 217 W. Wilden Avenue, Goshen, Indiana, 46526, and more particularly described as follows:

Lots numbered 399,400, and the East¼ of Lot number 401 in Wilden's Walnut Hill, 4th Addition, to the City of Goshen, Indiana, said plat being recorded in Deed Record 86, page 420, in the Office of the Recorder of Elkhart County, Indiana.

Parcel Number: 20-11-04-454-002.000-015

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

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

PURCHASE PRICE

Habitat agrees to pay and Redevelopment agrees to accept the total sum of Eight Thousand Five Hundred Dollars (\$8,500.00) for the purchase of the Real Estate, to be paid at the closing.

In addition to the purchase price, Habitat agrees to the following terms for the development of the real estate:

1. Habitat agrees to construct a two story, single family home that is at least one thousand one hundred eighty -four (1184), square feet.
2. The value of construction will be at least One Hundred Twenty-Five Thousand Dollars (\$125,000.00).
3. Redevelopment will have the right to approve the final exterior design of the property prior to Habitat commencing construction.
4. Habitat agrees to sell the home constructed to a Habitat Partner family.
5. The purchase by the partner family will be secured by a mortgage issued by Habitat in an amount not to exceed the independently appraised fair market value of the constructed home and real estate. The interest rate will be 0% throughout the term of mortgage which will be at least a twenty (20) year mortgage.

APPRAISALS

Redevelopment has obtained at Redevelopment’s expense two appraisals of the Real Estate.

TAXES AND ASSESSMENTS

Redevelopment shall pay the real estate taxes and assessments for 2021 due and payable in 2022. Habitat shall pay the real estate taxes and assessments for 2022 due and payable in 2023 and thereafter.

TITLE INSURANCE

At the time of closing, Redevelopment agrees to provide Habitat with a policy of title insurance in standard ALTA owner’s form insuring the title to the Real Estate to be conveyed by Redevelopment to Habitat in an amount equal to the purchase price, to be free of defects except such defects that are included in the standard exceptions forming a part of such policies. The conveyance is subject to all easements, public ways, and restrictions of record.

CLOSING

A closing will be held on or before September 20, 2021 unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

WARRANTY DEED

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

POSSESSION OF REAL ESTATE

Possession and occupancy of the Real Estate will be delivered to Habitat on the date of closing unless a later date of possession is agreed to in writing by the parties.

WARRANTIES

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

MISCELLANEOUS

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

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

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

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

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

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

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

Redevelopment

Habitat for Humanity of Elkhart County

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

Printed

Date: _____

Title

Date

RESOLUTION 48-2021

Approve Exterior Design for 217 West Wilden Avenue

WHEREAS, as part of the purchase agreement with Habitat for Humanity of Elkhart County, the Commission has the opportunity to approve the exterior design of the new home prior to construction.

WHEREAS, two different floorplans with similar exterior design were submitted for approval.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the exterior design for the new home at 217 West Wilden Avenue.

PASSED and ADOPTED on August 10, 2021

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: 217 W Wilden- Exterior Design Approval

Date: August 4, 2021

In July, the Redevelopment Commission approved the sale of the vacant lot located at 217 W Wilden to Habitat of Elkhart County. The purchase agreement provides the Redevelopment Commission with the opportunity to approve the exterior design of the new home, prior to construction. Habitat has agreed to construct a two-story single-family home to be consistent with other homes in the neighborhood which are predominantly two story as well. This will be the first multi-story project that Habitat has undertaken in Elkhart County.

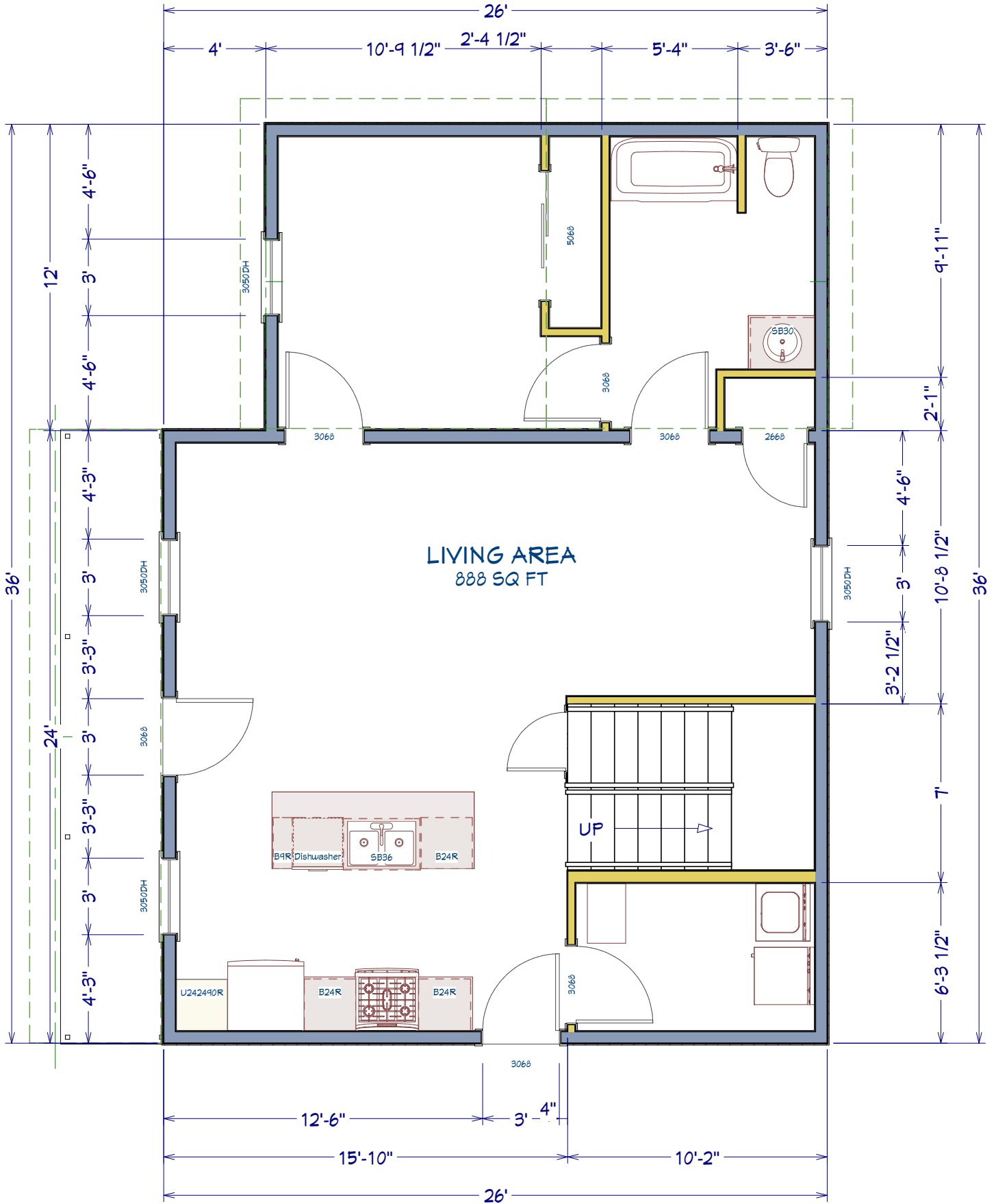
Attached are elevations for two different floor plans. A final decision on which floor plan to build has not been made, but both models have a very similar exterior design.

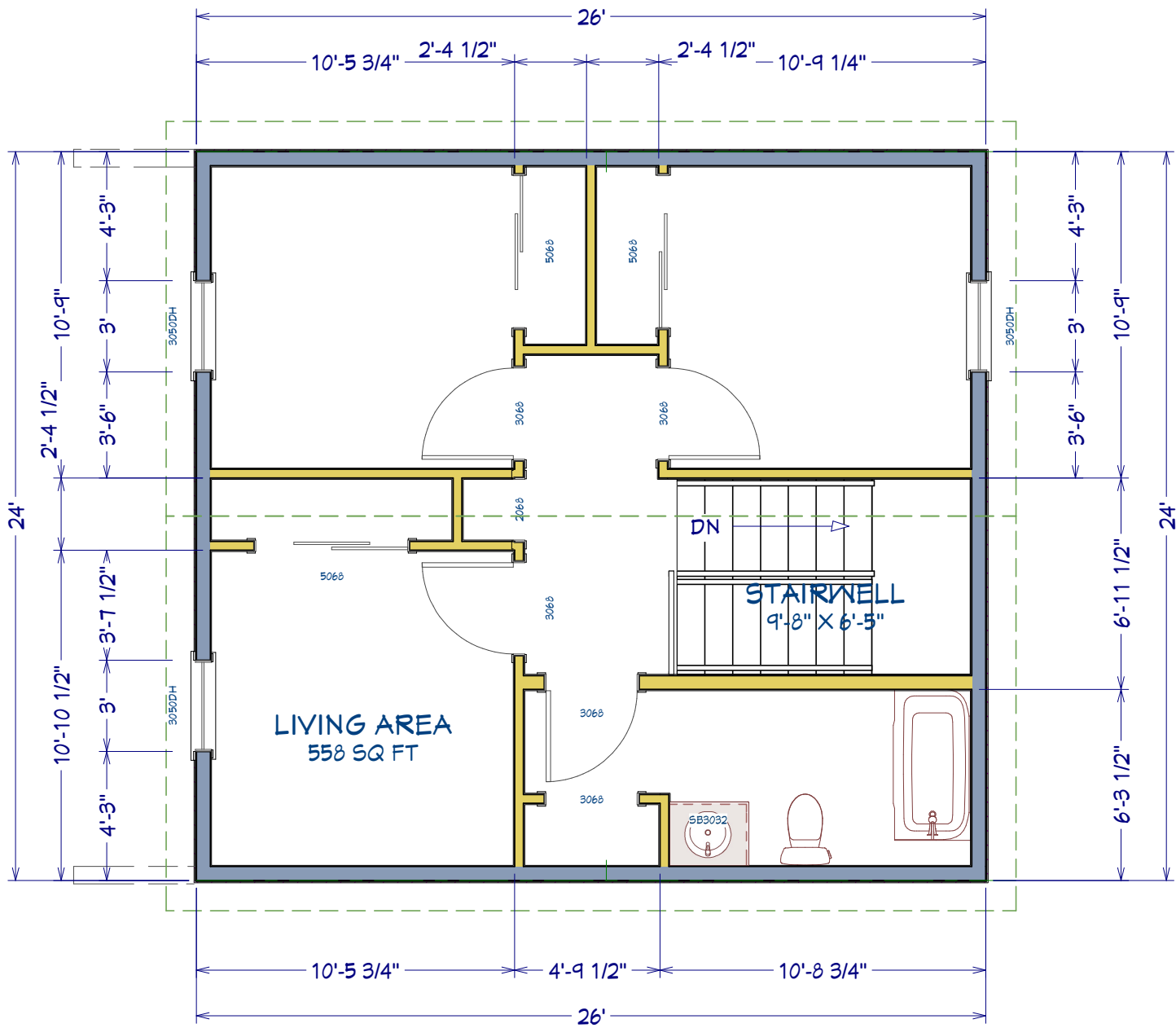
The staff recommendation is to approve both exterior designs as submitted.



2S4B-1

07.28.2021

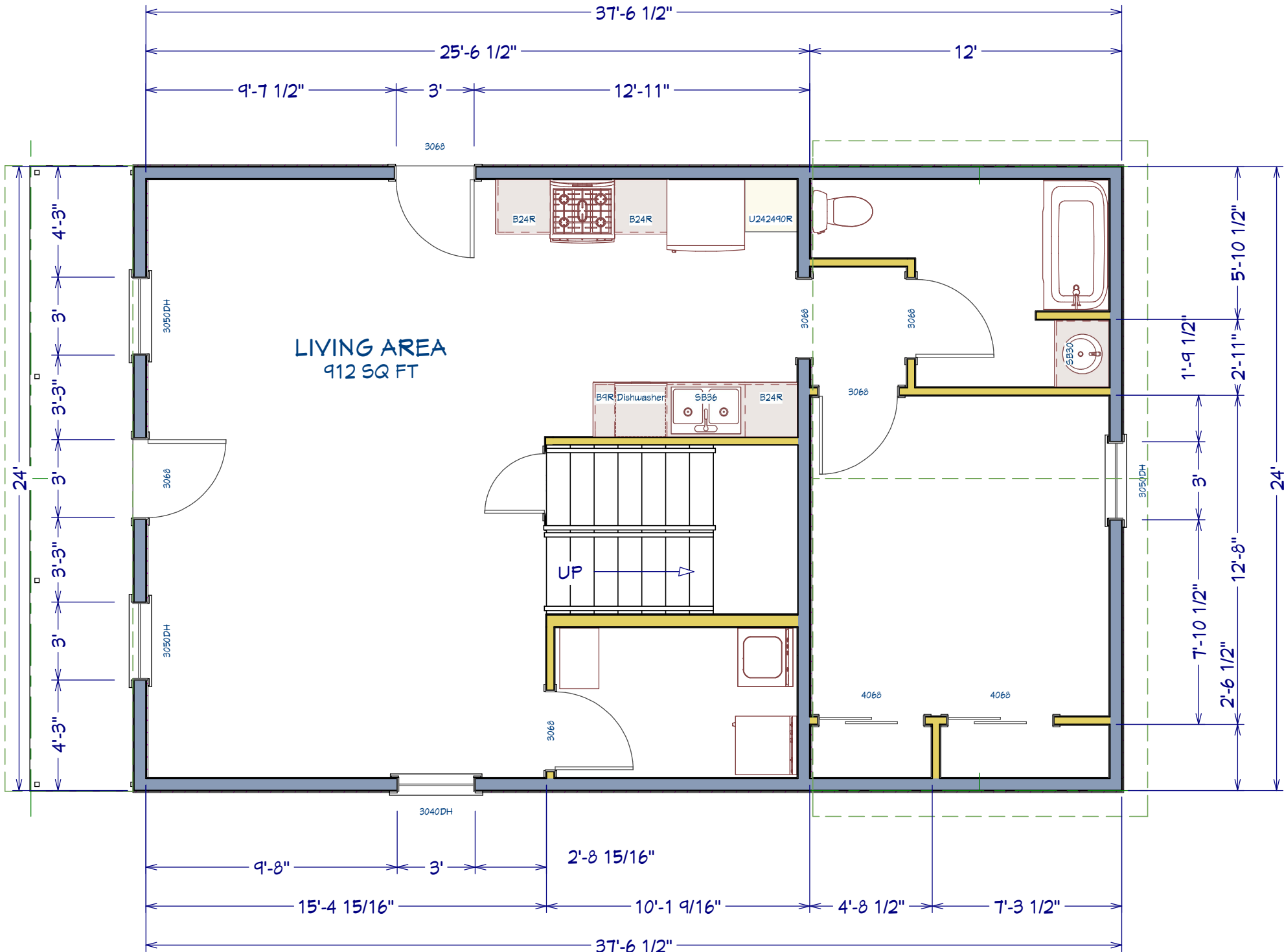


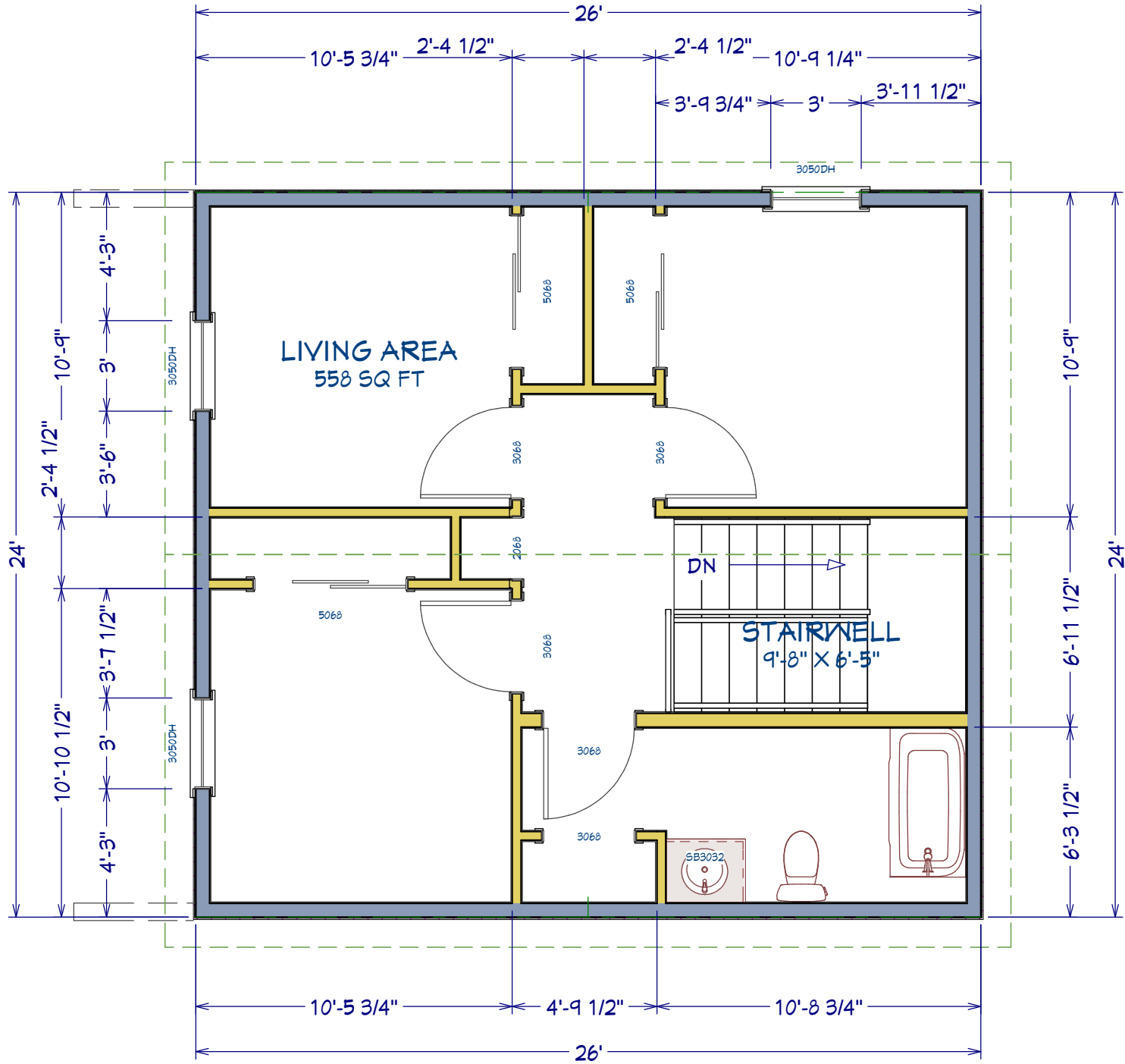




2S4B-2

07.28.2021





RESOLUTION 49-2021

Approve Request to Solicit Proposals for Survey Services, Geotechnical Services and Architect Services for the Design of West Jefferson Streetscape

WHEREAS in September 2020 the Commission approved the issuance of a Request for Proposals for Professional Services for the design of West Jefferson Streetscapes but Goshen Engineering will now be designing the project.

WHEREAS Goshen Engineering is requesting to solicit proposals for survey services, geotechnical services and landscape architect services to assist with the design of the West Jefferson Streetscape.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Request to Solicit Proposals for Survey Services, Geotechnical Services and Architect Services for the Design of West Jefferson Streetscapes.

PASSED and ADOPTED on August 10, 2021.

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, Director of Public Works

**RE: JEFFERSON STREET RECONSTRUCTION
(JN: 2020-0028)**

Date: August 8, 2021

Goshen Engineering was previously authorized to solicit proposal for consultant to design the reconstruction of Jefferson Street between Main Street and Third Street. Staff time has freed and Goshen Engineering is now requesting permission to solicit survey services, geotechnical services, and the services of a landscape architect, to assist in Goshen Engineering's design of Jefferson Street.

Requested Motion: Move to allow Goshen Engineering to solicit for survey services, geotechnical services, and landscape architect services to assist in the design of Jefferson Street.

RESOLUTION 50-2021

Approve Request to Solicit Proposals to Update Right-of-Way Study and Traffic Study for County Road 40/Woodfield Road Corridor

WHEREAS in 2009 an initial plan was not completed with project recommendations and remains in draft form.

WHEREAS Goshen Engineering is requesting permission to solicit proposals to re-evaluate and update the 2009 corridor plan and complete traffic study to address traffic concerns and plan for traffic in the next 20 years.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Request to Solicit Proposals to Update Right-of-Way Study and Traffic Study for County Road 40/Woodfield Corridor.

PASSED and ADOPTED on August 10, 2021.

Vince Turner, President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

Memorandum

To: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

**RE: COUNTY ROAD 40 / WOODFIELD ROAD
(JN: 2009-0037)**

Date: August 8, 2021

The City has met with interested parties about the need to revive the reconstruction plan for County Road 40 / Woodfield Road between Dierdorff Road and U.S. Hwy. 33. The initial plan from 2009 was not completed with project recommendations and remains in draft format. Goshen Engineering is requesting permission to solicit proposal from consultants to re-evaluate and update the 2009 corridor plan and have completed a traffic study to properly address the traffic concerns that are being observed today and plan then for traffic patterns in the next 20 years.

Requested Motion: Move to allow for an updated right-of-way study and traffic study for the County Road 40 / Woodfield Road corridor between Dierdorff Road and U.S. Hwy. 33.



**Engineering Department
CITY OF GOSHEN**

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Memorandum

To: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

**RE: EISENHOWER DRIVE NORTH AND SOUTH PAVEMENT REPLACEMENT
PROJECT UPDATE (JN: 2020-0013)**

Date: August 8, 2021

The east and west bound lanes of Eisenhower Drive North and South have been removed and rebuilt up to their binder course. Remaining work includes drive approach blending, surface pavement, striping, berming, seeding, and manhole resets.

The project is behind schedule based on the recent construction schedule provided by the contractor, Phend and Brown. Because of other project commitments with higher liquidated damages and due to the lack of an adequate workforce, the contractor pulled off the City's project for just over three weeks. They are scheduled to return to the project on Saturday, August 8, to begin working on driveway approaches.

A pay request for the project was not submitted this month due to disputed quantities. The quantity dispute was resolved, but due to the contractor's inhouse staffing, they were not able to resubmit a pay request in time for the commission's meeting. The delay in the pay request, also delayed an anticipated project change order. As advance notice, Goshen Engineering and the contractor are currently working through field design changes to address drive approaches and shoulder berming. Although the road was reconstructed with a consistent two-percent cross slope, the original road had varying cross slopes that translated to varying shoulder grades. Because so many of the drives along the corridor are wider than the standard and in some cases across the entire front of a business, matching driveways has become an unforeseen challenge that is further complicated by robust activity at each business. We are working through the issue and have a plan to be implemented.

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 **July 13, 2021 through August 6, 2021** and finds that entries are allowed in the total amount of **\$289,169.36**

APPROVED on August 10, 2021

Vince Turner, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 07/13/21 through 08/06/21

406-560-00-431.0502		RDV NON-RVRT OP/Contractual Services	
8/4/2021	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$4,399.00
8/4/2021	Yarkshark, LLC		\$976.67
Line Total for Period:			\$5,375.67
406-560-00-439.0301		RDV NON-RVRT OP/Subscriptions & Dues	
8/4/2021	The Goshen News (00115)		\$203.88
Line Total for Period:			\$203.88
473-560-00-431.0502		SOUTHEAST TIF/Contractual Services	
8/4/2021	American Structurepoint, Inc. (03093)		\$1,218.65
8/4/2021	Jones Petrie Rafinski Corp. (00463)		\$2,336.25
Line Total for Period:			\$3,554.90
473-560-00-442.0000		SOUTHEAST TIF/Capital Projects	
7/20/2021	BriMar Wood Inovations		\$14,417.00
7/20/2021	Spyglass RV, LLC		\$92,970.00
7/20/2021	Waterford Commons Business Park		\$31,831.50
8/5/2021	Keystone RV		\$118,309.00
8/6/2021	Pro Time Metal Roofing		\$6,920.16
Line Total for Period:			\$264,447.66
480-560-00-431.0502		RR/US 33 TIF/Contractual Services	
8/4/2021	Jones Petrie Rafinski Corp. (00463)		\$2,481.25
Line Total for Period:			\$2,481.25
480-560-00-439.0930		RR/US 33 TIF/Other Services & Charges	
8/4/2021	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$76.00
8/4/2021	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$0.00
8/4/2021	Commercial Appraisal Services, Inc. (09958)		\$3,750.00
8/4/2021	J Carnine & Co		\$5,300.00
Line Total for Period:			\$9,126.00

480-560-00-442.0000

RR/US33 TIF/Capital Projects

8/4/2021 Heron Environmental LLC

\$3,980.00

Line Total for Period:

\$3,980.00

Total Expenditures for Period:

\$289,169.36



August 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. Contact was made with INDOT on 8/04/21, and they will assist by having an invoice sent to initiate the work. The City anticipates the installation of the center dividers beginning 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 before the end of summer to allow for construction to begin in 2022. We are currently waiting on final permits and for NIPSCO electric to complete their electric 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 late 2021 or the spring of 2022.

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 final design components are being addressed. The goal is to bid the project in August. Bid award may require a special Redevelopment Commission meeting. Construction is anticipated to start in 2021, and will likely extend in 2022.

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 April, 2021, with the initial round of proposals due May 11. No offers were received exceeding the fair market price of \$175,000. A second round of proposals is due June 11. The Commission has now met the legal requirements to negotiate a purchase agreement with a prospective buyer, without having to issue a new RFP.

PROJECT: MULTI-USE PAVILION AND ICE RINK

PROJECT DESCRIPTION

A market analysis/feasibility study was completed in October 2017 to evaluate the ice rink/multi-use pavilion project on the west side of the Millrace Canal and the results were favorable. The concept is to have a parks' department operated facility that will function year-round for programming and events. Public feedback was incorporated into the study and all interviewed community members are in support of the idea. The City has received a \$300,000 grant from the Regional Cities initiative and \$1,000,000

from the Elkhart County Community Foundation. Mayor Stutsman has received a \$1,000,000 anonymous private commitment and he continues to talk with other potential donors to fulfill the costs of the project. The Commission has pledged \$2,500,000 as part of the approval of our 5 Year Capital Plan.

PROJECT UPDATE

The Mayor has asked to place this project on hold until the financial impact of the COVID-19 virus can be determined. (See the update on the Madison Street Bridge Improvement for current activity in this area).

PROJECT: RIVER ART

PROJECT DESCRIPTION

An agreement has been executed with Insite Development to design and construct an upscale residential project along the millrace canal. The site is near the intersection of South Third Street and Jefferson Street.

The River Art development project will consist of an approximately 46-unit apartment building, the construction of 18 condominium/apartment units in the north half of the Hawks building and the creation of a new community park. The new apartments will be constructed on property previously offered for sale by the Goshen Redevelopment Commission. The development site also includes the north half of the Hawks building which is privately owned and will be acquired separately by the developer.

The developer plans to invest \$11 million on the construction of a modern architectural style building featuring high-quality rental apartments. Amenities include covered parking spaces for residents located under the apartment building, a common terrace shared by residents and private balconies for individual apartments.

An additional \$3.6 million would be invested in the complete redevelopment of the north half of the Hawks Building for the construction of condominiums. Plans also include the possibility of constructing a coffee shop and gallery space on the first floor of the Hawks building.

As an amenity to the two development projects, Insite is proposing to design and construct a small community park on the vacant lot north of the Hawks Building. The park would serve area residents including those at the Hawks and River Art and will feature landscaping, a walkways, benches, lighting and public art produced by local artists. The developer would donate the completed park to the City.

PROJECT UPDATE

A development agreement was executed on March 26, 2018, and closing was held on April 17, 2018 for the north half of the Hawks building. Work on the Hawks is nearing completion and, as of mid-June, 16 of the 19 units were already occupied. Abonmarche has now taken possession of their space on the second floor and will be hosting a grand opening in the next few months.. 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 this year or early next year..

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. At the May Redevelopment meeting, Goshen Redevelopment agreed to provide partial financial support for vault closures. Goshen Engineering has sent out notices to all property owners with vaults, and applications to participate are being received. The last date to submit an application is December 17, 2021. Vault closure work will begin in 2022.

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 is still ongoing. The contractor is to be complete with their work by August 15, but that deadline will not be met. The contractor, Phend and Brown, pulled off the project because of time restrictions on another project that had higher liquidated damages. Work is not anticipated to be completed by the end of August.

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. JPR presented the plan to the government officials in June to gather their feedback before finalizing the plan. It is anticipated that JPR will present the summary of the final report to the Commission in August.

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. The design is approximately sixty-percent complete. A timeline for bidding the project is uncertain, and the project may be set aside as a shovel ready project until a development plan for the west side of the canal is brought forward.

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. It is anticipated that planning efforts will be completed this summer with a presentation to the Redevelopment Commission for the final report.

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, both the Phase I and Phase II ESA has been completed and vapor intrusion assessment is underway. 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

The City and County worked with JPR to complete a Traffic Impact Study (TIS) for the area based upon the new court complex and the changes in traffic patterns that can be expected. The report is now complete and has been approved by INDOT. The executive summary of the report is being provided to the RDC at this month's meeting. We're requesting permission to issue a RFP for design of the recommended roadway and intersection improvements as soon as Elkhart County confirms their funding commitment for the project based upon the Interlocal Agreement.

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. A meeting with the Indiana Department of Environmental Management has been scheduled to review environmental findings and plan for future upgrades.

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 engineer's 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. Optimistically, construction is anticipated to occur in 2022..