



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF November 8, 2022**

To access online streaming of the meeting, go to <https://us02web.zoom.us/j/81223011833>

The Goshen Redevelopment Commission will meet on November 8, 2022 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 – Jason Semler, Baker Tilly –Annual presentation of information for the governing bodies of taxing units within an allocated area.

- a. The Commission’s budget with respect to allocated property tax proceeds
- b. The long terms plans for the allocation area
- c. The impact on each of the taxing units

5. OLD BUSINESS

Resolution 54-2022 – A Resolution Authorizing Termination the 2018 Agreement, 2019 Amendment and 2022 Amendment with River Art, LLC for the Third Street Property Real Estate

Resolution 55-2022 – A Resolution Authorizing Termination of the 2019 Agreement and 2022 Amendment with Millrace Townhomes, LLC for the Sale, Purchase and Development of the Millrace Townhomes Subdivision

6. NEW BUSINESS

Resolution 56-2022 – Ratify Execution of Agreement with State Barricade for East College Avenue Traffic Control & Maintenance

Resolution 57-2022 – Ratify Execution of an Agreement Amendment with Nuway Construction for the New Parks Maintenance Facility

Resolution 58-2022 – Execution of an Agreement Amendment with A&Z Engineering for the Court Consolidation Roadway Improvement Project Design

Resolution 59-2022 Approve and Authorize Execution of Change Order No. 1 with Niblock Excavating, Inc. for Genesis Products – Kercher Road Crossing

2023 Meeting Dates

7. APPROVAL OF REGISTER OF CLAIMS

8. MONTHLY REDEVELOPMENT STAFF REPORT

9. 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.

10. ANNOUNCEMENTS

Next Regular Meeting – December 13, 2022 at 3:00 p.m.

11. 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 October 11, 2022

The Goshen Redevelopment Commission met in a regular meeting on October 11, 2022 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 Vice President Brian Garber. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Brianne Brenneman, Brian Garber, Andrea Johnson, Brett Weddell and Bradd Weddell

Absent: None

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve the minutes of the September 13, 2022 regular meeting.

The motion was adopted unanimously.

ELECTION OF OFFICERS

Commissioner Weddell nominated Commissioner Garber for President of the Goshen Redevelopment Commission and Commissioner Brenneman seconded. The nominations were closed and the motion was adopted unanimously and Commissioner Garber was elected President of the Goshen Redevelopment Commission.

Commissioner Weddell nominated Commissioner Johnson for Vice President of the Goshen Redevelopment Commission and Commissioner Brenneman seconded. The nominations were closed and the motion was adopted unanimously and Commissioner Johnson was elected Vice President of the Goshen Redevelopment Commission.

Commissioner Weddell nominated Commissioner Brenneman as Secretary of the Goshen Redevelopment Commission and seconded by Commissioner Johnson. The nominations were closed and the motion was adopted unanimously and Commissioner Brenneman was elected Secretary of the Goshen Redevelopment Commission.

PRESENTATION

American Structurepoint – Housing Study and Development Analysis

(2:20) Becky Hutsell, Redevelopment Director, recapped the Housing Study process. These are conceptual plans only and general infrastructure costs.

Matthew O'Rourke, American Structurepoint, presented a power point on the information in the packet. He talked of the how many units will be needed in Goshen. Mr. O'Rourke also talked about the types of housing from single family, apartments and townhomes. A financial review of the infrastructure costs and property taxes that would be generated.

NEW BUSINESS

Resolution 53-2022 – Resolution of the Goshen Redevelopment Commission Pledging TIF Revenues for the Indiana Avenue Apartment Project

(33:00) Becky Hutsell, Redevelopment Director, this establishes this as its own allocation area and as part of the development agreement, we agreed to pledge 75% of TIF generated back to bond repayment for a 20 year period. This is the official document confirming that agreement.

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 53-2022.

The motion was adopted unanimously.

Resolution 54-2022 – Resolution Terminating the Agreement with Millrace Townhomes, LLC

A request was made to table Resolution 54-2022 and Resolution 55-2022. A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to table Resolution 54-2022 and Resolution 55-2022 until November meeting.

The motion was adopted unanimously.

Resolution 55-2022 – Resolution Terminating the Agreement with River Art, LLC
Resolution tabled to November meeting.

DISCUSSION

Use of 210 West Washington Street for Storage for Clerk Treasurer's Office

(41:00) Becky Hutsell, Redevelopment Director, stated a memo was provided in the packet from the Clerk Treasurer. The Commission recently purchased this property. There are two units, the lower was the chiropractor office with a rental unit upstairs. Tenant will vacate by March 31, 2023.

Richard Aguirre, Clerk Treasurer, the Clerk Treasurer's office is required by Indiana law to maintain a wide range of records and we are out of room to store them. Other options have been explored for storage and none have panned out. He feels this would be a short term solution and wants to get away from renting private space. Clerk Treasurer's office will pay the utilities.

Discussion and questions regarding the record storage.

Becky Hutsell stated that an agreement will be brought back to the Commission for approval.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the register of claims to a new amount of \$550,865.92

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Commissioner Brett Weddell asked Ms. Hutsell about the status of the RFP from 233 South Main Street and Ms. Hutsell stated it was in process.

OPEN FORUM

Becky Hutsell, Redevelopment Director, the property at 323 South 6th Street was sold to David Stump along with 211 W Madison Street. Mr. Stump came to the Commission asking for an amendment to his agreement to keep the home at 323 S 6th Street two units. An amended agreement was approved by the

Commission to allow the home to stay as two units as long as owned by current owner. There is a \$25,000 mortgage held on the property until it becomes one unit.

(49:30) Tim Hochstetler, 313 South 6th Street, interested in purchasing 323 South 6th Street and is asking if he could get an extension on turning home into single family home for 5-10 years.

Questions and discussion between Commission members, staff and Mr. Hochstetler.

(57:00) Larry Gautsche asked about zoning variances regarding 323 South 6th Street. Mr. Barks replied this is not a zoning change.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for November 8, 2022 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 4:00 p.m.

APPROVED on October 11, 2022

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Brianne Brenneman, Secretary



Becky Hutsell, Director
Community Development Department
CITY OF GOSHEN

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

Phone (574) 533-3579 • Fax (574) 537-3817 • TDD (574) 534-3185
beckyhutsell@goshencity.com www.goshenindiana.org

September 14, 2022

Elkhart County Auditor
117 N. 2nd Street, Room 103
Goshen, IN 46526

City of Goshen Common Council
Goshen City Hall
202 S. Fifth Street
Goshen, IN 46528-3714

Elkhart Township Board of Trustees
106 N. Fifth Street
Goshen, IN 46528

Goshen Community School Board of Education
613 E. Purl Street
Goshen, IN 46526

Goshen Public Library Board of Trustees
601 S. Fifth Street
Goshen, IN 46526-3994

Concord Township Board of Trustees
2804 Toledo Road
Elkhart, IN 46516

Concord Community School Board of Education
59040 Minuteman Way
Elkhart, IN 46517-3499

Re: Annual Informative Presentation for the Southeast, River Race and Lippert/Dierdorff TIF Districts.

Elkhart County Auditor, City of Goshen Common Council and Overlapping Taxing Units:

In accordance with IC 36-7-25-8 the Goshen Redevelopment Commission ("Commission") is notifying you of a presentation at the regularly scheduled Commission meeting on November 8, 2022 at 3:00 p.m. in the Goshen City Council Chambers, 111 E. Jefferson Street, Goshen, Indiana. The presentation will address the commission's budget with respect to allocated property tax proceeds, the long term plans for the allocation areas, and the impact on each of the taxing units.

Sincerely,

Becky Hutsell
Redevelopment Director

RESOLUTION 54-2022

A Resolution Authorizing Termination of the 2018 Agreement, 2019 Amendment and 2022 Amendment with River Art, LLC for the Lease and Development of the Third Street Project Real Estate

WHEREAS, City of Goshen, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Redevelopment Commission (“Redevelopment”) and River Art, LLC (“River Art”) entered into an Agreement for the Lease and Development of Real Estate dated March 26, 2018 (“2018 Agreement”).

WHEREAS, under the 2018 Agreement, River Art was to initially lease and then acquire title to 213 South Third Street, 219 South Third Street, 223 South Third Street, and a parcel on West Jefferson Street, (collectively called “Third Street Project Real Estate”).

WHEREAS, River Art agreed to develop the Third Street Project Real Estate by constructing an apartment building containing approximately 46 market rate apartments, including parking and a court yard. River Art agreed to commence the construction of the apartments no later than 42 months after the date of the execution of the 2018 Agreement (by March 26, 2022).

WHEREAS, River Art agreed to pay Redevelopment for the lease of the Third Street Project Real Estate the sum of \$100 on the first day of each month commencing May 1, 2018 and continuing for a period of 72 months ending on April 30, 2024.

WHEREAS, after certain conditions were met under the 2018 Agreement, River Art agreed to pay Redevelopment the sum of \$254,000 for the purchase of the Third Street Project Real Estate.

WHEREAS, the parties entered into an Amendment to Lease and Development of Real Estate Agreement dated May 14, 2019 (“2019 Amendment”) to clarify the \$254,000 payment that River Art is to make to Redevelopment under the 2018 Agreement. The \$254,000 consists of a \$100,000 loan that Redevelopment paid to River Art, a \$150,000 payment from LaCasa to River Art (in exchange for Redevelopment’s satisfaction of a \$250,000 obligation that LaCasa owed Redevelopment), and the \$4,000 purchase price for the Third Street Project Real Estate. Interest began accruing on the entire \$254,000 at the rate of one percent (1.0%) on May 1, 2018.

WHEREAS, under the terms of the 2018 Agreement as amended by the 2019 Amendment, River Art was to pay all interest accruing on \$254,000 on May 1, 2019 and on the anniversary date each year thereafter until the purchase price is paid in full. The purchase price and all accrued interest are to be paid in full on or before December 31, 2024.

WHEREAS, the parties entered into Amendment #2 to Lease and Development of Real Estate Agreement dated April 21, 2022 (“2022 Amendment”) under the terms of which River Art agreed

to provide updated drawings for the apartment project to Redevelopment by August 9, 2022 and agreed to commence construction of the construction project on or before June 1, 2023. Redevelopment has not received any updated drawings.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission authorizes Becky Hutsell, Redevelopment Director, to terminate the 2018 Agreement, as amended by the 2019 Amendment and 2022 Amendment, and release River Art from all obligations under 2018 Agreement, as amended by the 2019 Amendment and 2022 Amendment, provided River Art meets the following conditions:

- 1) River Art is obligated to pay Redevelopment for the lease of the Third Street Project Real Estate is the sum of \$100 on the first day of each month commencing May 1, 2018 and continuing through the date of termination.

Redevelopment acknowledges receipt of lease payments from River Art in the amount of \$100 per month through December 31, 2022 totaling \$5,600.

- 2) River Art pays to Redevelopment all interest accruing on the principal amount of \$254,000 at the rate of one percent (1.0%) since May 1, 2018 through the date of termination.

River Art has made no interest payments to Redevelopment to date. Interest due on the unpaid principal is \$2,540 per year (\$211.67 per month) for a total amount due through December 31, 2022 of \$11,853.36.

- 3) River Art pays to Redevelopment the principal sum for \$250,000 which consists of a \$100,000 loan that Redevelopment paid to River Art, and a \$150,000 payment from LaCasa to River Art (in exchange for Redevelopment's satisfaction of a \$250,000 obligation that LaCasa owed Redevelopment).

- 4) River Art is not required to pay \$4,000 for the purchase price of the Third Street Project Real Estate provided River Art releases and quit claims all interest in the Third Street Project Real Estate to Redevelopment.

BE IT FURTHER RESOLVED that Redevelopment Director Becky Hutsell shall send a written Notice to River Art setting forth the above conditions that must be met by River Art prior to River Art being released from the obligations under 2018 Agreement, as amended by the 2019 Amendment and 2022 Amendment for the lease and development of the Third Street Project Real Estate.

PASSED by the Goshen Redevelopment Commission on _____, 2022.

President

Secretary

RESOLUTION 55-2022

A Resolution Authorizing Termination of the 2019 Agreement and 2022 Amendment with Millrace Townhomes, LLC for the Sale, Purchase and Development of the Mill Race Townhomes Subdivision

WHEREAS, City of Goshen, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Redevelopment Commission (“Redevelopment”) and Millrace Townhomes, LLC (“Millrace Townhomes”) entered into an Agreement for the Sale, Purchase and Development of Real Estate dated June 21, 2019 (“2019 Agreement”).

WHEREAS, under the 2019 Agreement, Millrace Townhomes agreed to purchase the real estate known as the Mill Race Townhomes subdivision in phases and develop the real estate by constructing eight residential structures with two units per structure.

WHEREAS, Millrace Townhomes agreed to purchase the first two of eight lots and begin construction on the first two buildings by August 31, 2020. Millrace Townhomes further agreed to purchase the remaining six lots and complete the construction of the remaining six buildings by December 31, 2024.

WHEREAS, due to the COVID-19 pandemic, changes in the construction market and materials pricing, Millrace Townhomes requested additional time to modify the design of the development and additional time to purchase the lots and construct the buildings.

WHEREAS, the parties entered into an Amendment to Lease and Development of Real Estate Agreement [Amendment to the Agreement for the Sale, Purchase and Development of Real Estate] dated April 21, 2022 (“2022 Amendment”) under the terms of which Millrace Townhomes agreed to provide updated drawings for the development to Redevelopment by August 9, 2022, to purchase the first two of eight lots and begin construction on the first two buildings by June 1, 2023, and to purchase the remaining six lots and complete the construction of the remaining six buildings by June 1, 2026. Redevelopment has not received any updated drawings.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission instructs Redevelopment Director Becky Hutsell to send Millrace Townhomes a written notice of default for failing to keep, perform or comply with the terms, provisions and covenants to be kept, complied and performed under the 2019 Agreement as amended by the 2022 Amendment. Millrace Townhomes shall have thirty (30) days to remedy or cure the default.

BE IT FURTHER RESOLVED that, in the event Millrace Townhomes fails to remedy or cure the default, then the Goshen Redevelopment Commission authorizes Becky Hutsell, Redevelopment Director, to terminate the 2019 Agreement, as amended by the 2022 Amendment, and release Millrace Townhomes from all obligations under 2019 Agreement, as amended by the 2022

Amendment, provided Millrace Townhomes releases Redevelopment from all obligations under the 2019 Agreement, as amended by the 2022 Amendment, and Millrace Townhomes releases and quit claims all interest in the Mill Race Townhomes subdivision to Redevelopment.

PASSED by the Goshen Redevelopment Commission on _____, 2022.

President

Secretary

RESOLUTION 56-2022

**Ratify Execution of Agreement with State Barricade for East College Avenue
Traffic Control and Maintenance**

WHEREAS the Goshen Redevelopment Commission passed Resolution 46-2022 authorizing Redevelopment Director Becky Hutsell to negotiate and execute an agreement with State Barricading, Inc. for the East College Avenue Traffic Control and Maintenance

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the agreement with State Barricading, Inc. for the East College Avenue Project Traffic Control and Maintenance which is attached to and made part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the execution of the agreement by Becky Hutsell, Redevelopment Director on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on November 8, 2022

Brian Garber, President

Brianne Brenneman, Secretary

AGREEMENT

Traffic Control Services for East College Avenue Project though September 2023

THIS AGREEMENT is entered into on November 2, 2022, which is the last signature date set forth below, by and between **State Barricading, Inc.** ("Contractor"), whose mailing address is 24963 US 20 West, South Bend, Indiana 46628, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission ("City").

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

SECTION 1. Component Parts of this Agreement

- 1.01 This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (A) Contractor's Proposal as submitted to City, including all attachments prepared by Contractor, a copy of which is incorporated into and made a part of this Agreement by reference attached hereto and marked as Exhibit A.
- 1.02 Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order:
 - (A) This Agreement;
 - (B) Contractor's Proposal.

SECTION 2. Scope of Services

- 2.01 Contractor shall provide all services under this Agreement as generally described below and as described in further detail in the May 2, 2022 Quote attached hereto and fully incorporated into this Agreement. The services shall include the Contractor's provision for all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the services described.
- 2.02 In the event of any conflict between the terms of this Agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this Agreement shall prevail.

SECTION 3. Effective Date; Term;

- 3.01 The Agreement shall become effective on the day of execution and approval by both parties.
- 3.02 This Agreement shall be effective beginning January 1, 2023 and continuing through September 30, 2023, unless otherwise terminated by either party in accordance with the terms and conditions of this Agreement.
- 3.03 Contractor acknowledges that time is of the essence and that the timely performance of its Services is an important element of this Agreement. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care in the orderly progress of the Services.

- 3.04 The agreement may be renewed under the same terms and conditions by written amendment of both parties. Either party may provide the other party written notice at least ninety (90) days before the expiration of the original term if either party desires to extend the agreement. The term of the renewal shall not be longer than the term of the original agreement.

Section 1. Compensation

- (A) City agrees to compensate Contractor the sum of Twenty-Five Thousand One Hundred Thirteen Dollars (\$25,113) for performing all services.

Section 2. Payment

- (B) Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Community Redevelopment
204 East Jefferson Street
Goshen, IN 46528

- (C) 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.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 3. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 4. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 5. Independent Contractor

- (A) 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.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

- (C) 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.

Section 6. Non-Discrimination

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

Section 7. Employment Eligibility Verification

- (A) 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.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 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.

Section 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.

Section 10. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs

and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 11. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 12. Default

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

Section 13. Termination

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

Section 14. Notice

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

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

Contractor: State Barricading, Inc
Attn: Bid Coordinator
24963 US 20 West
South Bend, IN 46628

Section 15. Subcontracting or Assignment

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

Section 16. Amendments

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

Section 17. Waiver of Rights

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

Section 18. Applicable Laws

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

- (B) 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 agreement.

Section 19. Miscellaneous

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

Section 20. Severability

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

Section 21. Binding Effect

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

Section 22. Entire Agreement

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

Section 23. 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.

[This space left intentionally blank.]

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

City of Goshen, Indiana
Redevelopment Commission

Becky Hutsell

Becky Hutsell, Redevelopment Director

Date Signed: 11/2/22

State Barricading, Inc.

Mary S Michalski

Printed: Mary S Michalski

Title: Vice President

Date Signed: 11/2/22

State Barricading, Inc.

"The Road To Success Is Always Under Construction"

24963 US 20 West

South Bend, Indiana, 46628

Phone: 574-287-2078

Fax: 574-287-1744

Quote

Date: 5/2/2022

Job East College Avenue
Industrial Park Contract - 1.
Water Main Loop. IN: 2020-
0036-1. City Of Goshen, IN.

TO All Bidders

Qty	Line Item #	Description	Unit Price	Line Total
1 LS	3	Maintenance Of Traffic- As Shown On Plan, Consists Of: 6 EA- Construction Sign, A 31 EA- Detour Route Marker Assembly 5 EA- Type III Barricade W/ Sign 3 EA- Type III Barricade Labor For One (1) Initial Set Up, Take Down Over Winter/Re-Set Up In Spring & One (1) Final Pick Up Of Equipment. <u>Closure Duration Approximately 365 C/D's Max.</u>	\$25,113.00 Lump Sum	\$25,113.00
		Drums, Daily Rental, If Needed	\$1.05 Per Day, Each	
		Delivery Of Daily Rental Items, Per Each Requested Delivery (Includes Pick Up)	\$925.00 Per Delivery	

WBE/DBE*Equal Opportunity Employers*Indiana Laborers*ATSSA Certified*

RESOLUTION 57-2022

Ratify Execution of Agreement Amendment with Nuway Construction for the New Parks Maintenance Facility

WHEREAS the Goshen Redevelopment Commission passed Resolution 50-2022 authorizing Redevelopment Director Becky Hutsell to negotiate and execute an agreement amendment with Nuway Construction for the new Parks Maintenance facility.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the agreement amendment with Nuway Construction for new Parks Maintenance Facility which is attached to and made part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the execution of the agreement amendment by Becky Hutsell, Redevelopment Director on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on November 8, 2022

Brian Garber, President

Brianne Brenneman, Secretary

AMENDMENT NO. 1

New Goshen Parks Maintenance Building Construction Project

THIS AMENDMENT is entered into on October 4, 2022, which is the last signature date set forth below, by and between **NuWay Construction** ("Contractor"), whose mailing address is 2119 Carmen Court, Goshen, Indiana, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission ("City").

RECITALS

- (A) City and Contractor entered into an Agreement on June 16, 2022 for New Goshen Parks Maintenance Building Construction Project.
- (B) The Parties agree to amend to the original Agreement to include additional services
- (C) The original Agreement requires any modification or amendment to the terms and conditions of the Agreement to be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

SECTION 1. Scope of Services

- 1.01 The Agreement shall be amended by adding the following Services:
- (A) Contractor shall include in the building plans the Installation of one (1) canopy, 21'x 3'4", containing a metal roof, fascia trim and metal soffit panels to match the main building.
 - (B) Contractor shall include Asbestos abatement for the existing block building containing asbestos contaminated materials identified by an asbestos assessment.

SECTION 2. Effective Date; Term;

- 2.01 The Amendment shall become effective on the day of execution and approval by both parties.

SECTION 3. Compensation

- 3.01 City agrees to compensate Contractor as follows for performing the Services under this Amendment:
- (A) Installation of one (1) canopy, 21'x 3'4"..... - Lump Sum of \$8,228.00
 - (B) Asbestos Abatement for the existing block building- Lump Sum of \$9,317.00
- Total sum of amendment of services\$17,545.00

SECTION 4. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

SECTION 5. Authority to Execute

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

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

Redevelopment Commission
Becky Hutsell
Becky Hutsell, Redevelopment Director

Date Signed: 10/4/2022

NuWay Construction
Kylie Steele
Printed: Kylie Steele
Title: Project Manager
Date Signed: 10/4/22

RESOLUTION 58-2022

Request to Negotiate and Execute an Agreement Amendment #1 with A & Z Engineering for the Elkhart County Court Consolidation Public Infrastructure Improvements

WHEREAS in October 2021 a contract was awarded to A & Z Engineering for Professional Services for the Elkhart County Courts Consolidation Public Infrastructure Improvements.

WHEREAS this amendment covers the design and soil borings for two additional retention basins and addition of title search documents.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Agreement Amendment with A & Z Engineering and the City of Goshen and Redevelopment Director Becky Hutsell is authorized to execute the Agreement Amendment on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on November 8, 2022.

Brian Garber, President

Brianne Brenneman, Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Redevelopment Commission

FROM: Engineering

RE: **PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR THE ELKHART
COUNTY COURTS CONSOLIDATION:
REQUEST TO APPROVE PROFESSIONAL SERVICES AGREEMENT
AMENDMENT # 1
PN: 2021-0014**

DATE: November 2, 2022

Please find Amendment #1 for the professional services agreement with A&Z Engineering for the Elkhart County Courts Consolidation Public Infrastructure Improvements. The amendment covers the design and soil borings for two additional retention basins and the addition of title search documents to the right-of-way engineering services.

Amendment #1 is for \$65,412.00, bringing the contract total to \$461,407.00.

Thank you for your consideration of this request.

AMENDMENT NO. 1
Elkhart County Courts Consolidation
Public Infrastructure Improvements

THIS AMENDMENT NO. 1 is entered into on _____, 2022, which is the last signature date set forth below, by and between **A & Z Engineering LLC** (“Contractor”), whose mailing address is 1220 Ruston Pass, Fort Wayne, Indiana, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (“City”).

RECITALS

WHEREAS, City and Contractor entered into an Agreement on October 11, 2022, for professional design services for improvements to the public infrastructure necessary to accommodate the proposed site of the Elkhart County consolidated courthouse (“Agreement”).

WHEREAS, City and Contractor agree to amend the agreement to add Duties to be performed by Contractor.

WHEREAS, any modification or amendment to the terms and conditions of the Agreement must be made in writing and signed by both parties.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment No. 1, the parties agree as follows:

SECTION 1. Contractor Duties

The Agreement shall be amended by adding the following Duties to be included in the services that Contractor shall perform:

- A. Geotechnical investigation
 - 1. Undertake two (2) soil borings one each at two (2) proposed Retention Pond locations near the proposed Roundabout location to investigate groundwater infiltration and percolation rate and prepare Report.
- B. Roadway/corridor design plans in accordance with the City of Goshen/INDOT/AASHTO requirements, including:
 - 1. Design and prepare plans for two (2) Retention Ponds
- C. Right-of-Way Engineering
 - 1. Title Search Documents (T&E Reports)

SECTION 2. Effective Date; Term

- A. Contractor shall complete all Duties according to the following schedule:
 - 1. 60% of Plans and Estimates on or before August 29, 2022, (30 days from approval of drainage study of existing culvert under Peddlers Village Rd/CR17 intersection).

2. 90% of Plans and Estimates on or before 60 days from approval of 60% plans.
3. All permits, Final Plans, and Bid Documents on or before 45 days from approval of 90% plans.

SECTION 3. Compensation

City agrees to compensate Contractor the sum of Sixty-Five Thousand Four Hundred Twelve Dollars (\$65,412.00) for performing the Duties under this Amendment consistent with Exhibit A, attached hereto and made a part hereof (Four Hundred Sixty-One Thousand Four Hundred Seven Dollars (\$461,407.00) total for all Duties under the Agreement and this Amendment No. 1).

SECTION 4. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment No.1 shall remain in full force and effect.

SECTION 5. Authority to Execute

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

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

City of Goshen, Indiana
Redevelopment Commission

A & Z Engineering, LLC

Becky Hutsell, Director

Printed: _____

Date Signed: _____

Title: _____

Date Signed: _____

Exhibit A

Public Infrastructure Improvements (Reliance and Peddlers Village Roadways)				
City of Goshen				
Consultant: A&Z Engineering, LLC.				
August 15, 2022				
	Description	Original	Amendment No. 1	Amount
DESIGN ENGINEERING				
A	Project Management	\$7,540		\$7,540
B	Preliminary Engineering Study	\$26,990		\$26,990
C	Topographic Survey	\$24,000		\$24,000
D	Roadway Design and Plans including Signing and Pavement Markings	\$195,450	\$14,900	\$210,350
H	Pavement Analysis/Design	\$12,192		\$12,192
I	Utility Coordination	\$8,950	\$940	\$9,890
J	Geotechnical Investigation and Report (20 Borings)	\$46,443	\$18,672	\$65,115
K	Traffic Signal Design	\$11,350		\$11,350
L	Lighting Design	\$6,020		\$6,020
M	IDEM Rule 5 Permit, Erosion Control Report, Plans, and NOI Letter	\$6,460		\$6,460
N	INDOT Permit	\$4,460		\$4,460
Q	Pre-Bid and Bid Phase Services	\$4,670		\$4,670
R	Reimbursable (Permit Fees, Publication costs, Copies,	\$1,000		\$1,000
DESIGN ENGINEERING SERVICES SUBTOTAL		\$355,525	\$34,512	\$390,037
RIGHT OF WAY ENGINEERING				
S	Location Control Route Survey Plat	\$6,470		\$6,470
Y	Legal Descriptions (16@ \$1,500.00 EA)	\$15,000	\$9,000	\$24,000
Z	Parcel Plats (16@ \$1,500.00 EA)	\$15,000	\$9,000	\$24,000
AB	R/W Staking (15@ \$400.00 EA)	\$4,000	\$2,000	\$6,000
AC	Title Search Documents/ 22 Owners		\$10,100	\$10,100
AD	Title Updates within 2 years / estimated 4 Owners at \$200 ea		\$800	\$800
RIGHT OF WAY ENGINEERING SERVICES SUBTOTAL		\$40,470	\$30,900	\$71,370
TOTAL		\$395,995	\$65,412	\$461,407

RESOLUTION 59-2022

**Approve and Authorize Execution of Change Order No. 1 with
Niblock Excavating, Inc. for Genesis Products Plant 10 – Kercher Road Crossing**

WHEREAS the City of Goshen and Niblock Excavating, Inc. entered into an agreement on May 10, 2022 for the Genesis Products-Kercher Road Crossing.

WHEREAS it has become necessary to change or alter the original specifications for the Project as set forth in Change Order One (1) attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves Change Order No, 1 with Niblock Excavating, Inc. for the Project attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that Becky Hutsell, Redevelopment Director is authorized to execute Change Order No.1 on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on November 8, 2022

Brian Garber, President

Brianne Brenneman, Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Redevelopment Commission

FROM: Engineering Department

RE: **GENESIS PRODUCTS PLANT 10 – KERCHER ROAD CROSSING
(JN: 2022-0022)**

DATE: November 8, 2022

Attached please find Change Order No. 1 for the Genesis Products Plant 10 – Kercher Road Crossing Project.

Change Order No. 1 serves as a balancing Change Order to close the project.

The original contract amount was \$275,016.00. The quantities from Change Order No. 1 decrease the contract amount by \$16,248.04, for a revised contract amount of \$258,767.96, a decrease of 5.91% over the original contract price.

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

Requested Motion:

Move to approve Change Order No. 1 for the Genesis Products Plant 10 – Kercher Road Crossing Project for a decrease of (\$16,248.04).

CHANGE ORDER FORM

Sheet 1 of 4

Change Order No. 1
Date: 11/08/22

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

OWNER: City of Goshen
PROJECT NAME: Genesis Products Plant 10 - Kercher Road Crossing
PROJECT NUMBER: 2022-0022
CONTRACTOR: Niblock Excavating, Inc.

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

Change Order No. 1 serves as a balancing Change Order to close the project.

4	Construction Notice Board (Note: This balances the line item out)	-1 LSUM @ \$1,500.00	.....	-\$1,500.00
5A	Pipe, Remove (Note: This balances the line item out)	-19 LFT @ \$21.00	.....	-\$399.00
8	Compacted Aggregate for Base, No. 53 (Note: This balances the line item out)	-30 TON @ \$63.00	.....	-\$1,890.00
9	HMA Patching, Full Depth, Type B (Note: This balances the line item out)	0.96 TON @ \$290.00	.....	\$278.40
11	Concrete Sidewalk, 5" (Note: This balances the line item out)	9.44 SYD @ \$149.00	.....	\$1,406.56
12	Concrete Curb and Gutter (Note: This balances the line item out)	9 LFT @ \$75.00	.....	\$675.00
13	Seeding (Note: This balances the line item out)	-600 SYD @ \$6.00	.....	-\$3,600.00

CHANGE ORDER FORM

Sheet 2 of 4

Change Order No. 1

14	Storm Sewer Pipe, Circular, PVC SDR35, 15 IN (Note: This balances the line item out)	-20 LFT	@ \$177.00	.....	-\$3,540.00
15	Pipe, Bore and Jack, Steel Casing, 24 IN (Note: This balances the line item out)	-1 LFT	@ \$1,181.00	.....	-\$1,181.00
17	Water Main, 12 IN (Note: This balances the line item out)	-19 LFT	@ \$342.00	.....	-\$6,498.00

Pg. 1 -\$5,029.04
Pg. 2 -\$11,219.00

TOTAL: -\$16,248.04

CHANGE ORDER FORM

Sheet 3 of 4

Change Order No. 1

1. Amount of original contract	\$275,016.00
2. Net (Addition/Reduction) due to all Previous Contract Supplements Numbers 0 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement	\$275,016.00
4. Addition/Reduction to Contract due to this supplement	-\$16,248.04
5. Amount of Contract, including this supplemental	\$258,767.96
6. Total (Addition/Reduction) due to all Change Orders (Line 2 + Line 4)	-\$16,248.04
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1)	-5.91%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 0 calendar days, making the final completion date: July 15, 2022

2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

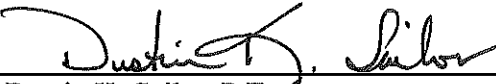
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Sheet 4 of 4

Change Order No. 1

RECOMMENDED FOR ACCEPTANCE

 11.02.22

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

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Becky Hutsell, Community Development

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____
Signature of authorized representative

Printed

Title

CITY OF GOSHEN
REDEVELOPMENT COMMISSION
2023 Meeting Schedule

The 2023 regular meetings of the Goshen Redevelopment Commission will take place on the second Tuesday of each month at 3:00 p.m. as set forth below. The meetings will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

January 10, 2023

February 14, 2023

March 14, 2023

April 11, 2023

May 9, 2023

June 13, 2023

July 11 2023

August 8, 2023

September 12, 2023

October 10, 2023

November 14, 2023

December 12, 2023

All meetings of the Goshen Redevelopment Commission are open to the public with the exception of an executive session that may be held as authorized by Indiana Code §5-14-1.5-6.1. Meetings in addition to those listed above may be scheduled as necessary, subject to public notice requirements.

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 **October 12, 2022 through November 3, 2022** and finds that entries are allowed in the total amount of **\$257,233.03**

APPROVED on November 8, 2022

Brian Garber, President

Brianne Brenneman, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 10/12/22 through 11/4/22

406-560-00-429.0002		RDV NON-RVRT OP/Other Supplies	
10/21/2022	Community Business Equipment (04491)		\$20.99
11/3/2022	Amazon Capital Services		\$13.89
Line Total for Period:			\$34.88
406-560-00-431.0502		RDV NON-RVRT OP/Contractual Services	
10/27/2022	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$4,487.00
11/3/2022	Carlos Avelar		\$300.00
11/3/2022	Yarkshark, LLC		\$895.00
Line Total for Period:			\$5,682.00
406-560-00-435.0101		RDV NON-RVRT OP/Electric	
10/21/2022	NIPSCO (00014)		\$44.12
10/28/2022	NIPSCO (00014)		\$85.38
Line Total for Period:			\$129.50
406-560-00-435.0201		RDV NON-RVRT OP/Gas	
10/21/2022	NIPSCO (00014)		\$66.00
10/28/2022	NIPSCO (00014)		\$44.34
Line Total for Period:			\$110.34
406-560-00-436.0100		RDV NON-RVRT OP/Repairs & Maintenance	
11/4/2022	John Hall's True Value Hardware (00081)		\$13.99
Line Total for Period:			\$13.99
406-560-00-439.0301		RDV NON-RVRT OP/Subscriptions & Dues	
10/21/2022	Truth Publishing Company, Inc. (01744)		\$207.00
Line Total for Period:			\$207.00
473-560-00-431.0502		SOUTHEAST TIF/Contractual Services	
10/28/2022	American Structurepoint, Inc. (03093)		\$12,738.00
Line Total for Period:			\$12,738.00

473-560-00-439.0930**SOUTHEAST TIF/Other Services & Charges**

10/27/2022	Abonmarche (05859)	\$2,166.75
10/28/2022	American Structurepoint, Inc. (03093)	\$1,370.62
11/1/2022	Abonmarche (05859)	\$3,250.00
Line Total for Period:		\$6,787.37

473-560-00-442.0000**SOUTHEAST TIF/Capital Projects**

10/27/2022	Abonmarche (05859)	\$40,600.00
11/3/2022	Niblock Excavating, Inc. (00653)	\$12,933.40
11/3/2022	State Barricading, Inc.	\$6,000.00
Line Total for Period:		\$59,533.40

480-560-00-431.0502**RR/US 33 TIF/Contractual Services**

10/27/2022	Abonmarche (05859)	\$3,440.99
10/28/2022	A & Z Engineering, LLC	\$48,429.13
Line Total for Period:		\$51,870.12

480-560-00-439.0930**RR/US 33 TIF/Other Services & Charges**

10/28/2022	American Structurepoint, Inc. (03093)	\$1,370.61
10/28/2022	City of Goshen Utilities	\$87.92
11/1/2022	Abonmarche (05859)	\$3,250.00
11/4/2022	Commercial Appraisal Services, Inc. (09958)	\$4,500.00
Line Total for Period:		\$9,208.53

480-560-00-442.0000**RR/US33 TIF/Capital Projects**

11/3/2022	NuWay Construction	\$110,917.90
Line Total for Period:		\$110,917.90

Total Expenditures for Period: \$257,233.03



November 2022 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

- The City continues to work with INDOT and Norfolk Southern for the design of the Madison Street railroad Crossing. Based a discussion with Norfolk Southern in November of 2021, NS has not begun their design work yet. The quiet zone schedule is being driven by this work. Activities to be completed to implement the Quiet Zone are: – Installation of signs and delineators at the railroad crossings.
- – Traffic counts to be done at each of the railroad crossings.
- – 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 TBD.
- – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- – 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 plan’s 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 August 4, 2021, and they will assist by having an invoice sent to initiate the work.

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. The water main project, which was a Water Utility project, east of Steury Avenue, was completed in December 2020, with successful improvement

of fire flow capability in East Goshen. The plan is to bid the remaining work for East Lincoln and Steury Avenue this to allow for construction to begin next year. NIPSCO has recently completed the relocation of the electric lines. We intend to bid yet this year but likely will not begin construction until 2023 due to material availability.

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 will likely be delayed until 2023 due to material and contractor availability.

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

Agreements are in place with all three property owners to allow the drainage improvements to proceed for this area. To avoid loss of the collected TIF funds, Civil City is partnering with the Redevelopment Commission to fund the stormwater design. Bids were received on December 6. HRP was awarded a contract in December to complete the construction work work is underway. All work is to be complete this month.

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. A development proposal was received from Anderson Partners LLC to build a mixed-use project consisting of approximately 138 apartments and 1,000 square feet of commercial space. The Redevelopment Commission and City Council have approved a development agreement with the developer and the rezoning has been completed. The developers are currently working on their application for READI grant funding and construction is anticipated beginning in 2023.

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

This project has been tabled indefinitely. Updated cost estimates have confirmed that the project costs have continued to rise and proceeding at this time is not feasible.

PROJECT: RIVER ART

PROJECT DESCRIPTION

A Development Agreement is currently in place with InSite Development for development of an apartment complex (River Art) at the northwest corner of 3rd and Jefferson. The renovation of the north end of the Hawks building was part of the same agreement and this portion of the work is now complete.

PROJECT UPDATE

A resolution will be presented at this month's meeting to terminate the agreement with InSite Development for this project. A new RFP will be developed and issued after the first of the year to solicit new development proposals.

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 were to be submitted by December 17, 2021. The next step will be to solicit quotes to perform the public portion of the vault closures. Once a contractor is under contract, property owners can begin their work. For those that did not sign-up for the 2022 vault closure program, the City will need to implement an ordinance to compel further action.

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

A resolution will be presented at this month's meeting to terminate the agreement with InSite Development for this project. A new RFP will be developed and issued after the first of the year to solicit new development proposals.

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

The City and American Structurepoint continue to work out the final professional services design fee.

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: 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 and an additional \$4 million earmarked for construction. The new fire station was originally intended to replace the College Avenue station and but recent negotiations with Elkhart Township have instead led to the decision to instead plan for a fourth station near the Goshen Airport.

PROJECT UPDATE

The study has been completed and the Redevelopment Commission has approved issuance of an RFP for design services for a new south fire station facility.

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 was able to acquire the property at 113 W Jefferson Street. A contract has been executed with A&Z Engineering to complete necessary survey work for this area. As of December 2021, the survey work is complete and the geotechnical engineer is scheduling the soil borings for the first part of February. The design will be completed this year, but staff is cautiously watching the material prices and contractor availability.

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. Elkhart County has confirmed their funding commitment for the overall project and A&Z Engineering has been hired to complete the design. It's anticipated that the project will be ready to bid in 2022 or early 2023. The Commission granted permission to begin the process of obtaining appraisals for the impacted properties and more information will be provided once appraisals are complete.

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 occurred, and the Water Utility will be hiring a consultant to assist with planning and design for water system improvements.

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.

PROJECT: EAST COLLEGE AVENUE INDUSTRIAL DEVELOPMENT

PROJECT DESCRIPTION

Last Dance, LLC has purchased 313 acres of farmland on East College Avenue just east of the railroad tracks. A portion of the land was previously annexed by Lippert for development but the project never came to life. Last Dance has now purchased additional land and is partnering with the City on the infrastructure. They've hired Abonmarche to complete the design of a new water main loop from College to CR 31 to CR 38 to connect at Century Drive, extension of sewer mains beneath the railroad to serve the new industrial area, a new public water/sewer/roadway loop within the first phase of the development and substantial stormwater improvements. The project is being funded by a combination of existing TIF funds and by a city-issued bond that will be purchased by the developer and repaid through future TIF revenues. Annexation of the additional land has been completed.

PROJECT UPDATE

Construction contracts have been awarded to HRP Construction for Contracts 1 and 3 and Niblock Excavating for Contract 2. A preconstruction meeting will be held this month to better determine construction timing for the various phases. Completion deadlines for the project are currently set for September 2023, subject to material availability.

PROJECT: PARK DEPARTMENT MAINTENANCE BUILDING

PROJECT DESCRIPTION

The Goshen Parks Department needs to relocate its existing maintenance building which is located in a floodway in Shanklin Park. The Redevelopment Commission has offered the property between Plymouth Avenue and Jackson Street, adjacent to the east side of the railroad. The Commission has also allocated \$1.0 million toward the cost of designing and constructing the new facility.

PROJECT UPDATE

A construction contract has been awarded to Nuway Construction for the new facility. It's anticipated that site work will be completed this fall with building construction occurring over the winter months. Material availability is a key component to final completion for this project.