



**GOSHEN REDEVELOPMENT COMMISSION  
AGENDA FOR THE REGULAR MEETING OF December 12, 2023**

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

The Goshen Redevelopment Commission will meet on December 12, 2023 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. NEW BUSINESS**

**Resolution 44-2023** – Ratify Execution of Agreement with JPR for Conceptual Plan Development for the Winona Trail/Maple City Greenway Extension to Regent Street

**Resolution 45-2023** – Approval and Authorization for Execution of Agreement with JPR for Survey, Design & Engineering Services for Winona Trail Extension

**Resolution 46-2023** – Approval and Authorization for Execution of Agreement for Sale of 417 S. Third Street and Execution of Transfer Documents

**Resolution 47-2023** – Approval and Authorization of Execution for 10<sup>th</sup> Street and Douglas Street Road Reconstruction Change Order No. 1 with Niblock Excavating, Inc.

**Resolution 48-2023** – Approval and Authorization of Execution for 10<sup>th</sup> Street and Douglas Street Road Reconstruction Change Order No.2 with Niblock Excavating, Inc.

**5. APPROVAL OF REGISTER OF CLAIMS**

**6. MONTHLY REDEVELOPMENT STAFF REPORT**

**7. OPEN FORUM**

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

**8. ANNOUNCEMENTS**

Next Regular Meeting – January 9, 2024 at 3:00 p.m.

# **GOSHEN REDEVELOPMENT COMMISSION**

## **Minutes for the Regular Meeting of November 14, 2023**

The Goshen Redevelopment Commission met in a regular meeting on November 14, 2023 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 Brian Garber. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

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

Absent: Steve Brenneman

### **APPROVAL OF MINUTES**

A motion was made by Commissioner Johnson and seconded by Commissioner B. Brenneman to approve the minutes of the October 10, 2023 regular meeting and October 20, 2023 special meeting.

The motion was adopted unanimously.

### **OPEN PROPOSALS** - 417 South Third Street

One proposal was received and opened by Commission President Garber. The proposal was submitted by Mildred Orama with a full appraisal price of \$12,000. The proposal will be reviewed by a committee of staff, Commissioner B. Brenneman and Commissioner Brett Weddell.

### **Resolution 42-2023** – Approving the Redevelopment Commission Budgets for 2024.

Becky Hutsell, Redevelopment Director, the budget sheets were provided in the packet at last month's meeting. This is the formal acceptance of the budget.

A motion was made by Commissioner Johnson and seconded by Commissioner B. Brenneman to approve Resolution 42-2023.

The motion was adopted unanimously.

### **DISCUSSION** – Sale of RDC Properties

Becky Hutsell, Redevelopment Director, Looking for input from the Commission regarding selling the properties after the current rental leases expire. Currently there are four (4) rental properties. Two properties along State Road 15 that were acquired for the Waterford Mills Parkway Extension. That project will now be a project to improve State Road 15 between Waterford Mill Parkway and County Road 40. Prior to selling the properties, will dedicate the 15-20' of right-of-way that will be needed for the project. The property on East Kercher Road was purchased for the retention pond for the industrial park. The other property is a home located on the property of Oakridge Cemetery and we are checking with the Cemetery Department for their needs.

After discussion, the Commission is in agreement about selling the State Road 15 properties and keeping the Kercher Road property until after the quiet zone is completed.

### **APPROVAL OF REGISTER OF CLAIMS**

A motion was made by Commissioner Johnson and seconded by Commissioner B. Brenneman to amend the Register of Claims to a new total of \$696,760.48.

The motion was adopted unanimously.

A motion was made by Commissioner Johnson and seconded by Commissioner B. Brenneman to approve the amended Register of Claims.

The motion was adopted unanimously.

### **MONTHLY REDEVELOPMENT STAFF REPORT**

Redevelopment Director Becky Hutsell stated no major changes made to the staff report. Working on the Development Agreements for approval in January with Viewrail for the Millrace Flats and AP Development for the property at Third and Jefferson Street.

### **OPEN FORUM**

Commissioner Brett Weddell asked about an update on the muffler shop and Ms. Hutsell responded that the roadway construction is going out to bid in December with construction happening next year.

Commissioner Weddell also stated that he recently met with the developer of Cherry Creek for a short update and believes the Redevelopment Commission and City Council will also be getting updates.

Demolition of the homes along Peddlers Village and Reliance Road for the upcoming roadway project for the Consolidated Courts Complex and the buildings along Pike Street at the former tire store and dry cleaner. A Phase 1 & Phase II have been completed already.

Millrace Co-Housing had their open house which was very nice.

Ms. Hutsell stated that Goshen Brewing has purchased the land at 410 W Lincoln Avenue as a second site to expand brewing capabilities and a small event center. A big piece of that is the continuation of the trail way along the river to take the path to Pike Street which does not have an ideal pedestrian crossing.

James Loewen, said he stated his support for connecting bike paths between Pike Street and Lincoln Avenue at a previous City Council meeting. He suggests constructing a bike bridge under the arch way of the automobile bridge at this location and another under Pike Street connecting the paths to the north.

Commissioner Garber asked about the meeting with the railroad regarding the Quiet Zone application. Ms. Hutsell stated it was a very positive meeting.

Commissioner Johnson stated that she has decided not to reapply to the commission for next year.

### **ANNOUNCEMENTS**

It was announced that the next regular meeting is scheduled for December 12, 2023 at 3:00 p.m.

### **ADJOURNMENT**

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

The motion was adopted unanimously.

The regular meeting was adjourned at 3:45 p.m.

**APPROVED** on December 12, 2023

**GOSHEN REDEVELOPMENT COMMISSION**

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Brian Garber, President

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Brianne Brenneman, Secretary

**RESOLUTION 44-2023**

**Ratify Execution of Agreement with JPR for Conceptual Plan Development  
for the Winona Trail/Maple City Greenway Extension to Regent Street**

WHEREAS, in November 2023, via Resolution 40-2023, the Goshen Redevelopment Commission approved the negotiation and execution of an agreement with JPR for Conceptual Plan Development for the Winona Trail/Maple City Greenway Extension Project;

WHEREAS, said Agreement with JPR was negotiated and executed by JPR and Goshen Redevelopment Director on November 15, 2023;

WHEREAS, the executed Agreement was necessary for services for completion of the Winona Trail Extension Project and in furtherance of this Commission's Resolution 40-2023;

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission hereby ratifies the execution of the Agreement with JPR for Conceptual Plan Development, dated November 15, 2023 and signed by Becky Hutsell, Goshen Redevelopment Director, on behalf of the City of Goshen and the Goshen Redevelopment Commission, with said executed Agreement attached to and made part of this Resolution.

PASSED AND ADOPTED on December 12, 2023.

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Brian Garber, President

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Brianne Brenneman, Secretary



**Department of Community Development  
CITY OF GOSHEN**

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Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185  
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## Memorandum

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To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: December 12, 2023

RE: Request for Ratification of an Agreement with JPR for Conceptual Plan Development for the Winona Trail/Maple City Greenway Extension to Regent Street

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In October, the Commission approved the scope of a proposal for conceptual plan development for the Winona Trail/Maple City Greenway Extension from where the trail currently ends at Bethany Christian School to Regent Street. Due to issues with access through the Winchester Trails community and the desire to connect to the future railways through the Cherry Creek development, a revised route was identified and JPR's proposal included the following scope of work to evaluate the viability of the alternative route.

### **1. Existing Conditions Base Plan Development & Site Analysis**

Work to include analysis of the conditions for the railway moving south along the west side of the tracks to the Waterford Mills Parkway overpass and a new pedestrian crossing at the location.

### **2. Site Development & Conceptual Plan**

To include development of a conceptual plan for the new railway route including an overall plan view as well as typical cross sections throughout the corridor. New quiet zone railroad pedestrian crossing to be included.

The agreement was prepared based upon their proposal and executed with an 8-week timeline and a not-to-exceed cost of \$15,000. We're requesting ratification of the agreement by the Commission.

# **AGREEMENT**

## **Conceptual Plan Development Services for Winona Trail Extension**

THIS AGREEMENT is entered into on this 15th day of November, 2023, between Jones Petrie Rafinski, Corp., hereinafter referred to as “Consultant”, and the City of Goshen by its Redevelopment Commission, hereinafter referred to as “City”.

WHEREAS, the City is working to extend and connect Winona Trail/Maple City Greenway from Bethany Christian Schools to the Waterford Mills Parkway/Regent Street crossing, and a feasibility analysis and conceptual plan is necessary to determine the best route for the extension of the path.

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to perform the Conceptual Plan Development as outlined in this Agreement in furtherance of determining the best route for said railway extension.

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

### **SCOPE OF SERVICES**

Consultant’s services under this Agreement shall include preparation of and performance of the following:

#### Task 1 – Existing Conditions Base Plan Development & Site Analysis

- Document the existing conditions of the site and develop a base map as foundation for preliminary design, master planning, and eventual engineering
- Site visit observation, documentation, and measurement in addition to GIS aerials and linework shall be completed.
- Gathering and analysis of existing available information.

#### Task 2 – Site Development & Conceptual Plan

- Development of a conceptual layout based on information gather within Task 1, including an overall plan view and three (3) typical cross sections throughout the corridor.
- Two (2) quiet zone railroad crossings located at Bethany Christian Schools and at Waterford Mills Parkway will also be detailed and included within the project scope.
- Coordination with Goshen Community Schools and Bethany Community Schools.
- Coordination with Norfolk Southern to document the current crossing standards and development of crossing plan to meet requirements. It is understood that Consultant cannot guarantee the responsiveness of accuracy of Norfolk Southern’s feedback.
- Provision of a cost estimate for purposes of establishing a preliminary budget for the construction of the path extension and railroad crossings.

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

**TERM OF THE AGREEMENT**

This Agreement shall become effective on the date of execution and approval by both parties. Consultant acknowledges that time is of the essence and that the timely performance of its services is an important element of this Agreement. Consultant shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Consultant’s services shall begin as soon as practical after receiving a notice to proceed from the City and shall provide the City with all completed deliverables within sixty (60) calendar days from receipt of a notice to proceed.

**COMPENSATION**

The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant’s fee schedule as set forth in the table below for the amount of Fifteen Thousand Dollars (\$15,000.00).

		<u>Consultant’s Fees</u>	
Task 1	Existing Conditions Base Plan		
	Development & Site Analysis		\$2,800.00
Task 2	Site Development and		
	Conceptual Plan	<u>\$12,000.00</u>	
			\$15,000.00

Payment(s) to Consultant for services rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Consultant for services completed provided satisfactory performance of Consultant has been attained. Consultant is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City’s receipt of the detailed invoice from Consultant. Payment is deemed to be made on the date of mailing the check.

**INDEPENDENT CONTRACTOR**

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

**NON-DISCRIMINATION**

Consultant agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Consultant agrees that Consultant or any subcontractors, or any other person acting on behalf of Consultant or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said 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.

**INDEMNIFICATION**

Consultant agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Consultant or any of their officers, agents, officials, and employees, during the performance of



services under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

**INSURANCE**

Prior to commencing services, Consultant shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Consultant shall specifically include the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability coverage.

Consultant shall at least include the following types of insurance with the following minimum limits of liability:

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

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

**FORCE MAJEURE**

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

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

**BREACH**

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

If Consultant fails to perform the work or comply with the provisions of this Agreement, then Consultant may be considered in default.

Consultant may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this Agreement.
- (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Consultant 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 Consultant or any of Consultant's property.
- (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Consultant without the consent of the City.

## **TERMINATION**

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

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Consultant shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Consultant. In such event, the City may issue a written notice of default and provide a period of time in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

## **OWNERSHIP OF DOCUMENTS**

The City acknowledges Consultant's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to Consultant.

## **ASSIGNMENT**

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

the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

### **MODIFICATIONS**

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of services, completion of services and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

### **NOTICES**

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

Address for notices to the City:

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

Address for notices to Consultant:

Jones Petrie Rafinski Corp.  
Attention: Claire Eltzroth  
325 S. Lafayette Blvd  
South Bend IN 46601

**and**

City of Goshen  
Attention: Redevelopment  
204 East Jefferson St.  
Goshen, IN 46528

### **APPLICABLE LAWS**

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

### **MISCELLANEOUS**

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

### **EMPLOYMENT ELIGIBILITY VERIFICATION**

Consultant shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Consultant shall not knowingly employ or contract with an unauthorized alien. Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.

Consultant shall require their subcontractors, who perform work under this contract, to certify to Consultant that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

Consultant affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

**CONTRACTING WITH RELATIVES**

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

**SEVERABILITY**

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

**BINDING EFFECT**

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

**ENTIRE AGREEMENT**

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


IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**City of Goshen  
Redevelopment Commission**

By: Becky Hutsell  
Becky Hutsell  
Redevelopment Director

Dated: November 15, 2023

**Jones Petrie Rafinski Corp.**

By:   
Andrew Cunningham  
Vice President

Dated: November 15, 2023

**RESOLUTION 45-2023**

**Approval and Authorization for Execution of Agreement with JPR for Survey, Design & Engineering Services for Winona Trail Extension**

WHEREAS, the Goshen Redevelopment Commission adopted Resolution 40-2023 to approve the negotiation and execution of an Agreement with JPR for Conceptual Plan Development for the Winona Trail Extension Project;

WHEREAS, said Agreement with JPR for Conceptual Plan Development was executed by JPR and Goshen Redevelopment Director on November 15, 2023;

WHEREAS, the Goshen Redevelopment Commission adopted Resolution 44-2023 to Ratify Execution of the Agreement with JPR for Conceptual Plan Development for the Winona Trail Extension Project;

WHEREAS, JPR has submitted a proposal to provide Survey, Design, & Engineering Services for the Winona Trail Extension, for the sum of \$68,500.00;

WHEREAS, the proposed services are necessary for completion of the Winona Trail Extension Project;

WHEREAS, pursuant to JPR's proposal, an Agreement has been prepared providing the obligations, responsibilities, terms, and conditions of JPR and the City of Goshen for said survey, design, and engineering services;

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement with JPR for Survey, Design & Engineering Services for Winona Trail Extension, said Agreement attached to and made part of this resolution.

BE IT FURTHER RESOLVED that Becky Hutsell, Goshen Redevelopment Director, is authorized to execute the Agreement for Survey, Design & Engineering Services for Winona Trail Extension on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED AND ADOPTED on December 12, 2023.

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Brian Garber, President

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Brianne Brenneman, Secretary



**Department of Community Development  
CITY OF GOSHEN**

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## Memorandum

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To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: December 12, 2023

RE: Request for Approval of an Agreement with JPR for Survey, Design & Engineering Services for the Winona Trail Extension

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Over the past two months, the City has worked with JPR to evaluate an alternative route for the Winona Trail/Maple City Greenway Extension and where it crosses the railroad to make future connections to the Cherry Creek Trailway and the southeast side of Goshen. They've developed a plan that has the support of both the Federal Railroad Administration for the crossing and Goshen Community Schools for the placement of the trail south from the north edge of Waterford Elementary and along the east side of the playground. Now that we know the plan is viable, we're requesting the Commission's permission to move forward with an agreement for the full design of the project. The scope of work for the agreement would include the following:

1. Completion of a full topographic survey to facilitate design;
2. Preparation of easement descriptions for the new trailway alignment;
3. Design & engineering for the new trailway, including construction documents;
4. Assistance with project bidding; and
5. Construction administration.

JPR has provided a 90-day timeline for this work at a price of \$68,500. The expedited timeline will allow for the new pedestrian trailway crossing to be included in the City's Quiet Zone application, which is to be submitted in February. JPR will work with American Structurepoint, who is preparing the Quiet Zone application, to ensure that all information for the new crossing is included designed per the railroad's criteria.

We're requesting the Commission's approval to proceed with the agreement with JPR.

# **AGREEMENT**

## **Survey, Design & Engineering Services for Winona Trail Extension**

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, between Jones Petrie Rafinski, Corp., hereinafter referred to as “Consultant”, and the City of Goshen by its Redevelopment Commission, hereinafter referred to as “City”.

WHEREAS, the City is working to extend and connect Winona Trail/Maple City Greenway from Bethany Christian Schools to the Waterford Mills Parkway/Regent Street crossing; and survey, design, and engineering is necessary to complete the trail extension.

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to perform the topographic survey and provide the design and engineering services required to complete Winona Trail/Maple City Greenway Extension.

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

### **SCOPE OF SERVICES**

Consultant’s services under this Agreement shall include preparation of and performance of the following:

Task 1 – Perform a topographic survey to facilitate full and accurate site design. This task will include the following:

- Establishing both horizontal and vertical control throughout the project limits utilizing both GPS survey grade equipment as well as conventional survey equipment.
- Requesting utility locates per the Indiana 811 call before you dig call center and identifying location of underground utilities as marked by IUPPS.
- Correspondence with utility companies to facilitate the locate process so that the location of utilities may be graphically depicted on drawings.
- Collecting the topographic information within the project limits, including but not limited to, water, sanitary, and storm structures; edges of payment and curb lines; building corners; observed utilities; trees; and spot elevations.
- Collecting invert information for the sanitary and storm structures within the project limits. Invert measurements made on storm and sanitary structures will be made from above ground only, utilizing methods that do not require confined space entry apparatus, such as ventilation and extraction equipment.
- Preparing a CAD drawing of the existing site conditions that will include a surface model with contours for design purposes.

Task 2 – Preparation of easement descriptions, which will include:

- Research at County offices to acquire vesting deeds.
- Minimal field survey work for verification of the proposed trail route.
- Easement legal descriptions and parcel plats for securing final easement documentation.

Tasks 3 and 4 – Design and engineering services to develop construction documents, to include:

- Preliminary construction drawings, work with City of Goshen to refine conceptual site and design, and coordination with adjacent property owners and necessary utility companies.
- Complete detailed design of the new site development and the subsequent creation of a complete certified plan set.
- Topographic Survey.
- Demolition Plan.
- Overall Trail Layout Plan.
- Detailed Layout and Grading Plans.
- Two (2) Pedestrian Crossing Plans and Details.
- Erosion Control Plan.
- Landscape and Restoration Plan.
- Construction Details.
- Project Manual and Technical Specifications.
- Stormwater Pollution Prevent Plan and Construction Stormwater General Permit.
- Permit coordination through Norfolk Southern

Task 5 – Assist in the Bidding Process, to include

- Assist City of Goshen in preparation of needed documents for bidding.
- Handling of pre-bid meeting to field questions from contractors concerning the plans and specifications.

Task 6 – Construction Administration, to include:

- Conducting periodic reviews of construction to ensure Contractor is providing the level of quality that is required for the project.
- Coordination and attendance of a pre-construction conference.
- Pay application review.
- Clarification and interpretation of the contract documents as required.
- Shop drawing review.
- RFI response and clarification.



- Change Order development and execution.
- Provide punch development.
- Substantial completion inspection.

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

**TERM OF THE AGREEMENT**

This Agreement shall become effective on the date of execution and approval by both parties. Consultant acknowledges that time is of the essence and that the timely performance of its services is an important element of this Agreement. Consultant shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Consultant’s services shall begin as soon as practical after receiving a notice to proceed from the City and shall provide the City with all completed deliverables within ninety (90) calendar days from receipt of a notice to proceed.

**COMPENSATION**

The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant’s fee schedule as set forth in the table below for the amount of Sixty-Eight Thousand Five Hundred Dollars (\$68,500.00).

		<u>Consultant’s Fees</u>
Tasks 1 and 2	Topographic Survey and Easement Establishment	\$20,000.00
Tasks 3 and 4	Design Development, Preliminary Engineering, & Construction Documents	\$40,000.00
Task 5	Bidding Services	\$3,500.00
Task 6	Construction Administration	\$5,000.00
<b>Total:</b>		<b>\$68,500.00</b>

City also agrees to compensate Consultant required permitting fees from Norfolk Southern upon proper documentation establishing the costs of said fees.

Payment(s) to Consultant for services rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Consultant for services completed provided satisfactory performance of Consultant has been attained. Consultant is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-

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

**INDEPENDENT CONTRACTOR**

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

**NON-DISCRIMINATION**

Consultant agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Consultant agrees that Consultant or any subcontractors, or any other person acting on behalf of Consultant or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said 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.

**INDEMNIFICATION**

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

**INSURANCE**

Prior to commencing services, Consultant shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Consultant shall specifically include the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability coverage.

Consultant shall at least include the following types of insurance with the following minimum limits of liability:

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

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

### **FORCE MAJEURE**

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

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

### **BREACH**

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

If Consultant fails to perform the work or comply with the provisions of this Agreement, then Consultant may be considered in default.

Consultant may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this Agreement.
- (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Consultant 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 Consultant or any of Consultant's property.
- (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and

that such determination renders Consultant unable to perform the work under the Agreement.

- (7) The Agreement or any right, monies or claims are assigned by Consultant without the consent of the City.

## **TERMINATION**

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

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Consultant shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Consultant. In such event, the City may issue a written notice of default and provide a period of time in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

## **OWNERSHIP OF DOCUMENTS**

The City acknowledges Consultant's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to Consultant.

## **ASSIGNMENT**

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

## **MODIFICATIONS**

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

Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

## **NOTICES**

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

Address for notices to the City:

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

Address for notices to Consultant:

Jones Petrie Rafinski Corp.  
Attention: Andrew Cunningham  
325 S. Lafayette Blvd  
South Bend IN 46601

**and**

City of Goshen  
Attention: Redevelopment  
204 East Jefferson St.  
Goshen, IN 46528

## **APPLICABLE LAWS**

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

## **MISCELLANEOUS**

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

## **EMPLOYMENT ELIGIBILITY VERIFICATION**

Consultant shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Consultant shall not knowingly employ or contract with an unauthorized alien. Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.

Consultant shall require their subcontractors, who perform work under this contract, to certify to Consultant that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

Consultant affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

**CONTRACTING WITH RELATIVES**

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

**SEVERABILITY**

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

**BINDING EFFECT**

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

**ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**City of Goshen  
Redevelopment Commission**

**Jones Petrie Rafinski Corp.**

By: \_\_\_\_\_  
Becky Hutsell  
Redevelopment Director

By: \_\_\_\_\_  
Kenneth Jones, Sr.  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**RESOLUTION 46-2023**

**Approval and Authorization for Execution of Agreement for Sale of 417 S. Third Street and Execution of Transfer Documents**

WHEREAS, the Goshen Redevelopment Commission issued a Request for Proposals for the vacant parcel at 417 S. Third Street;

WHEREAS, in November 2023, the Goshen Redevelopment Commission received one (1) bid in response to the Request for Proposals from Mildred Orama;

WHEREAS, Mildred Orama’s offer was a full price offer of \$12,000.00 for the vacant parcel at 417 S. Third Street along with construction of single-family residence on said parcel;

WHEREAS, after review by Committee, it has been recommended to accept said offer as the highest and best use of the vacant parcel based on the criteria in the Request for Proposals;

WHEREAS, pursuant to the offer, an Agreement for the Sale and Purchase of Real Estate has been prepared providing the terms and conditions of the sale of 417 S. Third Street from the City of Goshen to Mildred Orama;

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 for 417 S. Third Street, said Agreement attached to and made part of this resolution.

BE IT FURTHER RESOLVED that Becky Hutsell, Goshen Redevelopment Director, is authorized to execute the Agreement for the Sale and Purchase of Real Estate for 417 S. Third Street, and to execute the Warranty Deed any other documents necessary to effectuate the City’s transfer of 417 S. Third Street on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED AND ADOPTED on December 12, 2023.

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Brian Garber, President

---

Brianne Brenneman, Secretary



**Department of Community Development  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185  
communitydevelopment@goshencity.com • www.goshenindiana.org

# Memorandum

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TO:           Redevelopment Commission

FROM:        Becky Hutsell, Redevelopment Director

RE:           Accept Committee Recommendation to Negotiate a Purchase Agreement with Mildred Orama for 417 S. 3<sup>rd</sup> Street

DATE:         December 12, 2023

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A Request for Proposals was issued in September for the vacant parcel at 417 S. 3<sup>rd</sup> Street. One (1) proposal was received and opened at our November Commission meeting and was referred to the Selection Committee for review. The proposal is from Mildred Orama and includes a full-price offer for the land followed by construction of a single-family residence. A copy of Ms. Orama's proposal is attached.

Our Selection Committee, consisting of Breanne Brenneman, Brett Weddell and myself, reviewed the proposal and is requesting that the Commission accept the recommendation to move forward with negotiation of an agreement with Mildred Orama for this project. If approved, we will prepare a purchase agreement to be approved in January with an anticipated closing once Board of Zoning Appeals approval is received in the spring.



# City lot Proposal

417 South 3rd Street

Goshen ,Indiana

**Mildred Orama**

To: Becky Hutsell  
Redevelopment Director  
Goshen Redevelopment Commission

From: Mildred Orama

Date: Nov 10, 2023

Re: Proposal to Purchase 417 South Third Street Redevelopment Properties( parcel No. 20-11-09-456-010.000-015)

Thank you for considering my proposal to purchase and develop the 417 South Third Street redevelopment property . This proposal is submitted by Mildred Orama , 215 W. Madison Street , Goshen ,In, 46526. Phone number 954-328-9427 and email address [mildredorama15@gmail.com](mailto:mildredorama15@gmail.com) .

My intent is to develop a small single family home facing Third Street with a two car garage on the first floor facing River drive Street. (aprox. 900 sq. ft.) . The energy efficient unit will include two bedrooms , two baths and a studio . A rough site plan is attached. Iam engaged with Dana Miller , a well known construction developer in Goshen. We will make the home more compatible with what is generally two story construction in the neighborhood.

A tentative budget , inclusive design and site work is \$250,000 plus lot acquisition . This is a tentative estimate pending of final design.

Proposed timeline: Purchaser has adequate resources to purchase and develop the property. I was pre-approved for this development project by First Federal banking in Goshen, and I'm planning to purchase the land in cash. We are expecting some land use approvals,

I'm offering the full appraisal value of the lot, \$12,000 for the property. I'm prepared to close on the property anytime at any day convenient to the Redevelopment Commission.

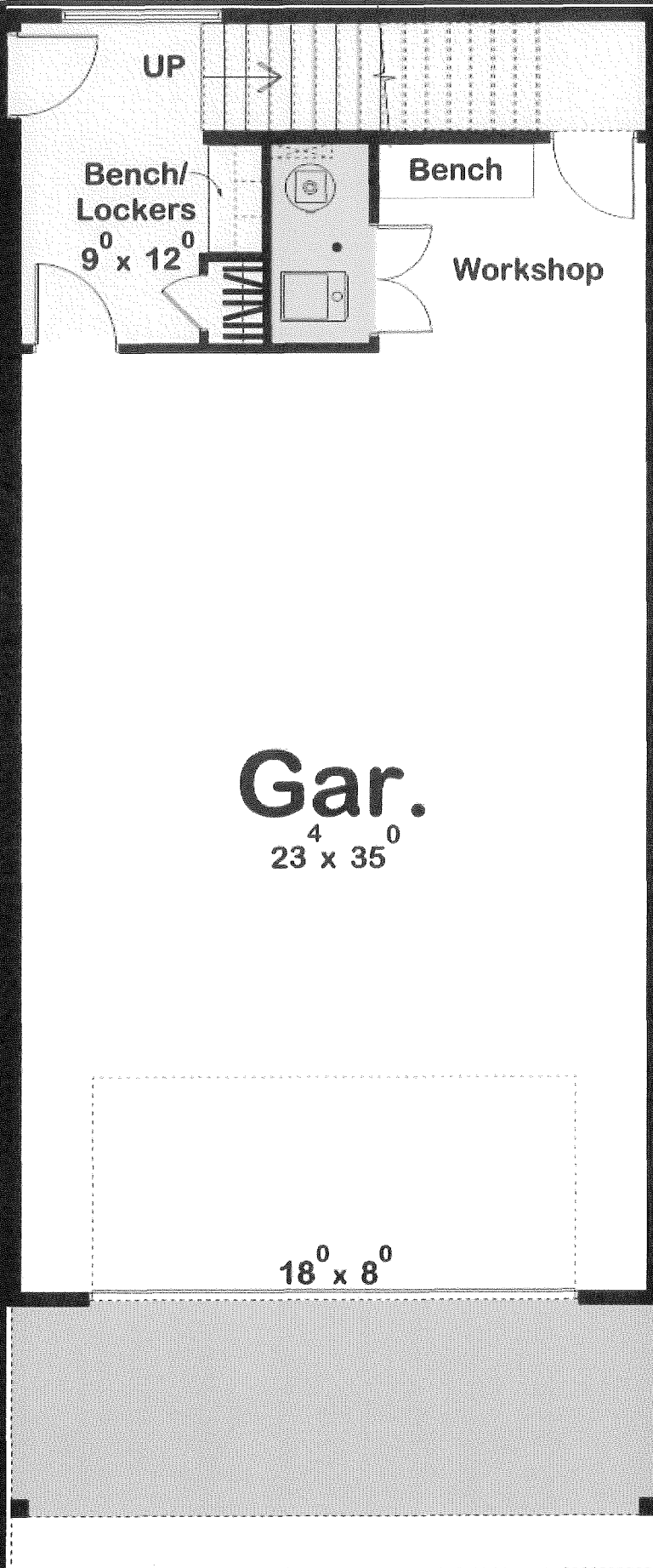
Financial Statements: Enclosed I include the copy of the pre-approval of the First Bank of \$300,000, a partial statement of JP Morgan Mutual Fund investment and highlight statement representing my liquid assets (another \$275,000)

Request: This is a unique lot and could require variant approval to adapt the design of a small single home. We are thinking I need a 22' x 36' building with 6" overhang. Assuming a R-3 zone with 6' setback on the side yards I have 4' . Assuming Redevelopment approves a variant of 4' . Other existing homes in that street seem to be closer than the total 25' setback from Third Street .We would like the option to align my property with the other homes on Third Street. Our preliminary home site plan started all the way to the north side line as Rossa Deegan , assistant City Planner told us.

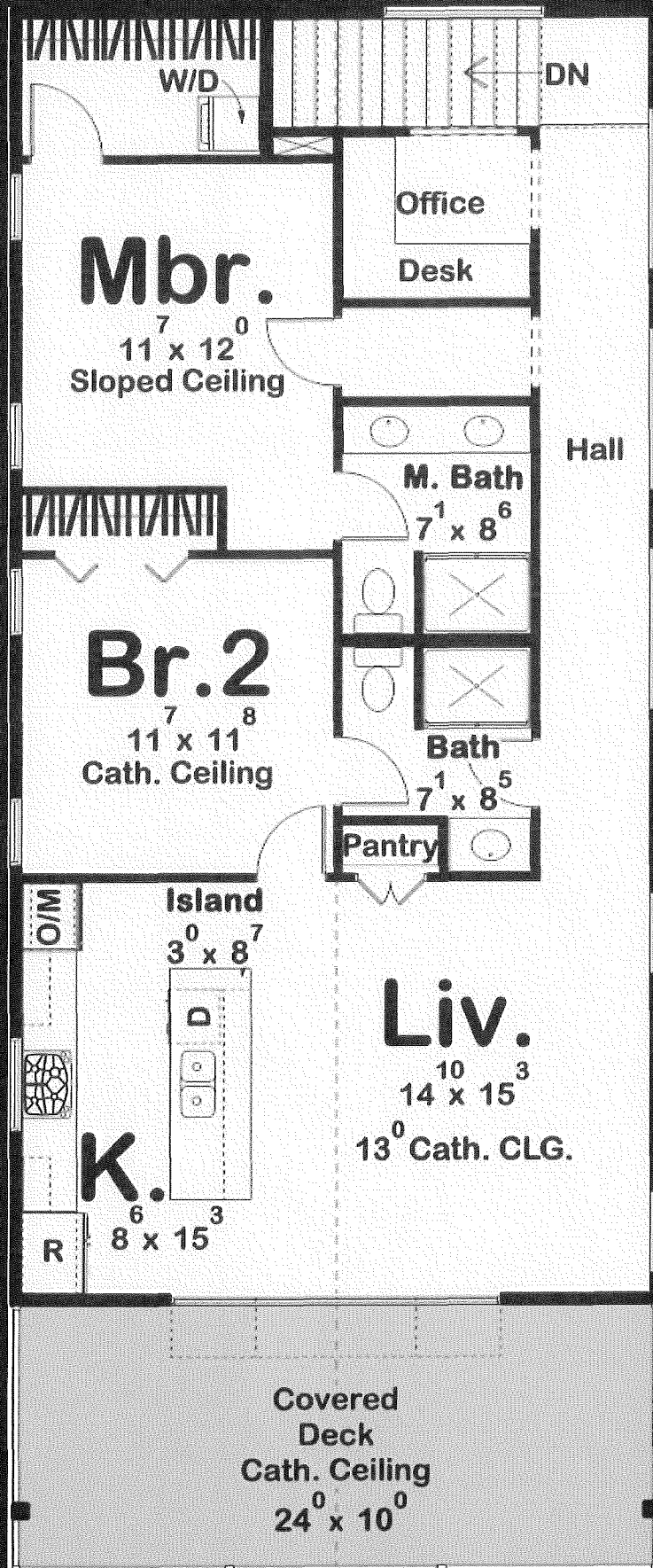
Is my genuine intention to build a small single home for me. This proposal will depend and to be conditional upon on the Redevelopment Commission approving the setbacks and variants necessary for the development and construction of this project .

A handwritten signature in black ink, appearing to read "Jay Deegan", with a long horizontal flourish extending to the right.



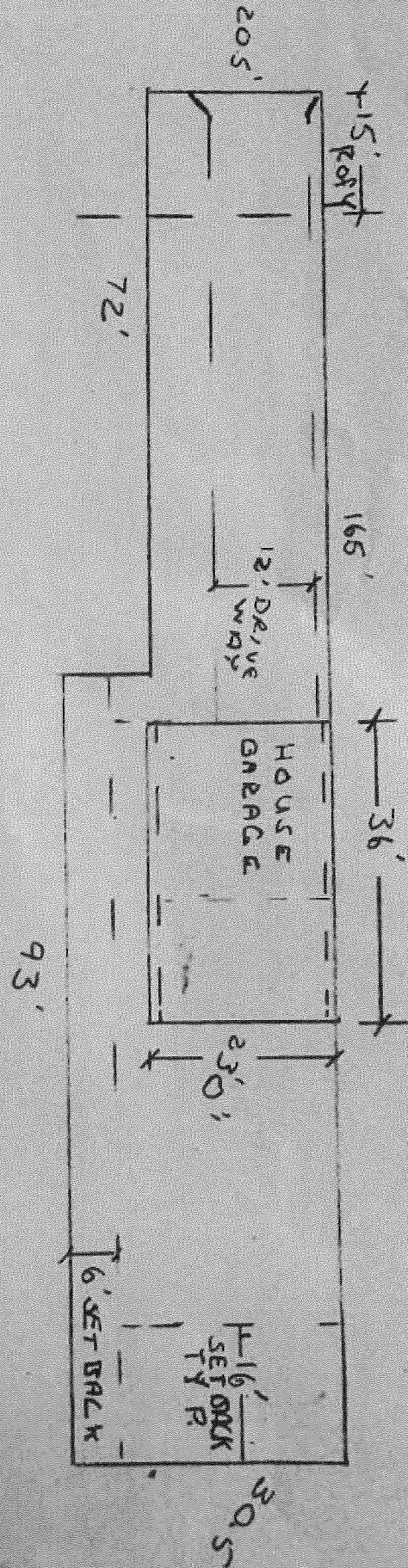






SITE PLAN 417 S 3RD ST  
 DMBS INC. FOR MILDRED DRAMA

1" = 20' 0"





**AGREEMENT**  
**For the Sale and Purchase of Real Estate**

THIS AGREEMENT is made and entered into on December \_\_\_\_, 2023, which is the last signature date set forth below, by and between **Mildred Orama** (“Buyer”), and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Redevelopment Commission (“Goshen”).

In consideration of the purchase price and on the terms, covenants, and conditions to be kept and performed, the parties agree as follows:

1. Real Estate. Goshen agrees to sell and Buyer agrees to purchase real estate generally located at 417 South Third Street, in Goshen, Elkhart Township, Elkhart County, Indiana, more particularly described as follows:

**417 SOUTH THIRD STREET** (Parcel No. 20-11-09-456-010.000-015)

The North Fractional Part of Lot Number 93 in Barnes Second South Addition to the City of Goshen, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Lot 93; thence South along the east line of said Lot, 30 ½ feet; thence West parallel with the north line of said Lot, 93 feet; thence North parallel with the west line of said Lot, 10 feet; thence West parallel with the north line of said Lot, 72 feet to the west line of said Lot; thence North along the west line of said Lot, 20 ½ feet to the Northwest Corner of said Lot; thence East along the North line of said Lot, 165 feet to the Place of Beginning.

Less and Excepting the west fifteen feet (15’) of the above-described real estate.

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

2. Purchase Price. Buyer agrees to pay and Goshen agrees to accept the total sum of Twelve Thousand Dollars (\$12,000.00) to be paid at the closing good funds.

3. Taxes and Assessments. Goshen shall be responsible for the real estate taxes and assessments for 2022 due and payable in 2023 and the real estate taxes and assessments for 2023 due and payable in 2024. The real estate taxes and assessments for 2024, due and payable in 2025, shall be prorated as of the date of closing between Goshen and Buyer. If the tax rate and/or assessment for taxes have not been determined, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of proration and credit for



due but unpaid taxes and assessments. Buyer shall pay all real estate taxes and assessments for 2025 due and payable in 2026 and thereafter.

4. Title Insurance. Prior to closing, Goshen agrees to provide Buyer a policy of title insurance in standard ALTA owner's form insuring the title to the Real Estate to be conveyed by Goshen to Buyer 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. The cost of the title insurance shall be paid by Goshen. Any encumbrances or defects in title must be removed by Goshen and Goshen must convey merchantable title subject to standard title exceptions. Goshen agrees to pay the cost of obtaining all other documents necessary to perfect title so that merchantable title can be conveyed.

5. Title Search. A title search for the Real Estate shall be obtained. The cost of the title search shall be paid by Goshen. Any encumbrances or defects in title must be removed by Goshen and Goshen must convey merchantable title subject to standard title exceptions. Goshen agrees to pay the cost of obtaining all other documents necessary to perfect title so that merchantable title can be conveyed.

6. Warranty Deed. Goshen shall deliver to Buyer 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.

7. Closing. A closing will be held on or before April 30, 2024 unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

8. Possession of Real Estate.

A. Possession and occupancy of the Real Estate will be delivered to Buyer at closing.

B. Goshen shall maintain the Real Estate in its present condition as long as Goshen retains possession.

C. Goshen shall assume the risk of loss until the closing at which time Buyer shall assume the risk of loss.

9. Contingencies. Closing shall be contingent upon the following matters:

A. Buyer obtaining approval from the City of Goshen Board of Zoning Appeals and/or Planning & Zoning staff for developmental variances concerning the front and side yard setbacks.

10. Buyers' Obligations. Buyer shall construct one (1) single-family residence on the Real Estate within one (1) year of closing. If Buyer has not constructed the one (1) single-family residences within one (1) year of closing, Buyer must transfer the Real Estate to the City and the City must refund to Buyer the purchase price paid by Buyer. The deadline for construction may be extended only upon good cause shown by Buyer.

11. Condition of Real Estate. Redevelopment makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose, and Buyer accepts the Real Estate as is.

12. Amendment. Any amendment or modification 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.

13. Miscellaneous.

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

B. 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.

C. 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.

D. 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.

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

F. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Goshen and Buyer.

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

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

City of Goshen, Indiana

Buyer

By \_\_\_\_\_  
Becky Hutsell  
Goshen Redevelopment Director

\_\_\_\_\_  
Mildred Orama

Date: December \_\_\_\_, 2023

Date: December \_\_\_\_, 2023

**RESOLUTION 47-2023**

**Approval and Authorization for Execution of 10th Street and Douglas Street Road Reconstruction Change Order No. 1 with Niblock Excavating, Inc.**

WHEREAS, the Goshen Redevelopment Commission adopted Resolution 18-2023 on July 11, 2023 to award a contract for the 10th Street and Douglas Street Road Reconstruction (the "Project") to Niblock Excavating, Inc.;

WHEREAS, said contract contemplated the need for changes or alterations to the original specifications and permitted Change Orders to be issued;

WHEREAS, Niblock Excavating, Inc. has submitted Change Order No. 1 for the Project, which includes costs related to the construction and installation of an additional water main to the scope of the Project;

WHEREAS, said Change Order No. 1 is a request to increase the contract amount by \$27,632.45 for the additional scope of work and materials for the Project, representing an increase of 0.65% over the original contract amount.

WHEREAS, the installation of the additional water main is necessary for completion of the Project and the associated costs thereof are reasonable and appropriate;

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Change Order No. 1 with Niblock Excavating, Inc. for the 10th Street and Douglas Street Road Reconstruction Project, said Change Order No. 1 being attached to and made part of this Resolution.

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

PASSED AND ADOPTED on December 12, 2023.

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Brian Garber, President

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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: **CHANGE ORDER NO. 1 FOR 10<sup>TH</sup> STREET AND DOUGLAS STREET  
ROAD RECONSTRUCTION (JN: 2022-0037)**

DATE: December 12, 2023

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Attached please find Change Order No. 1 for the 10<sup>th</sup> Street and Douglas Street Reconstruction project.

Change Order No. 1 includes costs related to additional water main and connections on the proposed Ariel Cycleworks site. The proposed 8-inch fire service and domestic water main loop along the northern portion of the future Ariel Cycleworks site will not be installed before Niblock Excavating begins construction this month. The operation of this part of the Cycleworks water main is necessary to complete subsequent critical-path 10<sup>th</sup> Street project tasks, including Douglas Street water main, Gleason Industrial Products water services, and the underground storm system. As such, the water main on the northern portion of the Cycleworks site is being added to the 10th Street project scope.

The original contract amount was \$4,248,803.95. Change Order No. 1 increases the total contract by \$27,632.45, for a revised contract amount of \$4,276,436.40, which is an increase of 0.65% over the original contract amount. No days are being added to the project for this work.

**Requested Motion: Approve and authorize the Director to sign Change Order No. 1 for the 10<sup>th</sup> Street and Douglas Street Reconstruction project in the amount of \$27,632.45, bringing the total Contract to \$4,276,436.40, an increase of 0.65%.**

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

OWNER: City of Goshen  
PROJECT NAME: 10th Street and Douglas Street Road Reconstruction  
PROJECT NUMBER: 2022-0037  
CONTRACTOR: Niblock Excavating, Inc.

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

The proposed Ariel Cycleworks development is not expected to be able to install the proposed 8-inch fire service and domestic water main loop along the northern portion of the future Cycleworks site before Niblock Excavating begins construction this month. The operation of this part of the Cycleworks water main is necessary to complete subsequent critical-path project tasks, including Douglas Street water main, Gleason water services, and the underground storm system. As such, the water main on the northern portion of the Cycleworks site is being added to the 10th Street project scope. Change Order No. 1 includes costs related to this additional water main.

CO1.1	Water Main, 8", Cycleworks Note: Portion of Ariel Cycleworks site water main	237 LFT	@ \$80.00	-----	\$18,960.00
CO1.2	Cycleworks / Douglas Street Watermain Connection	1 LSUM	@ \$8,672.45	-----	\$8,672.45

Subtotal - \$27,632.45

**II. ADJUSTMENTS IN AMOUNT OF CONTRACT**

1. Amount of original contract	\$4,248,803.95
2. Net ( <del>Addition/Reduction</del> ) due to all Previous Contract Supplements Numbers 0 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement	\$4,248,803.95
4. <del>Addition/Reduction</del> to Contract due to this supplement	\$27,632.45
5. Amount of Contract, including this supplemental	\$4,276,436.40
6. Total ( <del>Addition/Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	\$27,632.45
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)	0.65%

**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 September 30, 2024.
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.

**RECOMMENDED FOR ACCEPTANCE**

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

**ACCEPTED:** REDEVELOPMENT  
CITY OF GOSHEN, INDIANA

BY: \_\_\_\_\_  
Becky Hutsell, Redevelopment Director

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_ Niblock Excavating, Inc.  
BY: \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_ Printed  
\_\_\_\_\_ Title



**RESOLUTION 48-2023**

**Approval and Authorization for Execution of 10th Street and Douglas Street Road Reconstruction Change Order No. 2 with Niblock Excavating, Inc.**

WHEREAS, the Goshen Redevelopment Commission adopted Resolution 18-2023 on July 11, 2023 to award a contract for the 10th Street and Douglas Street Road Reconstruction (the “Project”) to Niblock Excavating, Inc.;

WHEREAS, said contract contemplated the need for changes or alterations to the original specifications and permitted Change Orders to be issued;

WHEREAS, Niblock Excavating, Inc. has submitted Change Order No. 2 for the Project, which includes costs related to the relocation of the fire suppression line, for purposes of constructability and accessibility, to the scope of the Project;

WHEREAS, said Change Order No. 2 is a request to increase the contract amount by \$4,275.00, for the additional scope of work and materials for the Project, representing an aggregate increase of 0.75% over the original contract amount.

WHEREAS, the installation of the additional water main is necessary for completion of the Project and the associated costs thereof are reasonable and appropriate;

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Change Order No. 2 with Niblock Excavating, Inc. for the 10th Street and Douglas Street Road Reconstruction Project, said Change Order No. 2 being attached to and made part of this Resolution.

BE IT FURTHER RESOLVED that Becky Hutsell, Goshen Redevelopment Director, is authorized to execute Change Order No. 2 on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED AND ADOPTED on December 12, 2023.

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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: **CHANGE ORDER NO. 2 FOR 10<sup>TH</sup> STREET AND DOUGLAS STREET ROAD RECONSTRUCTION (JN: 2022-0037)**

DATE: December 12, 2023

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Attached please find Change Order No. 2 for the 10<sup>th</sup> Street and Douglas Street Reconstruction project.

Change Order No. 2 includes costs related to relocating the 8-inch fire suppression line serving the western fire riser at Gleason Industrial Products. Moving this line will improve constructability and allow for better long-term access for any necessary repairs, including removing the need for a water main casing.

The previous contract amount, with Change Order No. 1, was \$4,276,436.40. Change Order No. 2 increases the total contract by \$4,275.00, for a revised contract amount of \$4,280,711.40, which is an increase of 0.75% over the original contract amount. No days are being added to the project for this work.

**Requested Motion: Approve and authorize the Director to sign Change Order No. 2 for the 10<sup>th</sup> Street and Douglas Street Reconstruction project in the amount of \$4,275.00, bringing the total Contract to \$4,280,711.40 , an increase of 0.75%.**

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

OWNER: City of Goshen  
PROJECT NAME: 10th Street and Douglas Street Road Reconstruction  
PROJECT NUMBER: 2022-0037  
CONTRACTOR: Niblock Excavating, Inc.

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

In discussion with the project Contractor and Designer, it was decided to re-locate the 8" fire suppression line serving the western PIV and fire riser on the south side of Gleason Industrial Products. The relocation improves constructability and access for future repairs, including removing the need for a water main casing. Change Order No. 2 includes cost increases and reductions related to this re-alignment.

CO2.1	Water Main, 8", Douglas Street Reroute Note: Replaces Gleason fire suppression alignment	71 LFT	@ \$80.00	-----	\$5,680.00
CO2.2	Water Main, Fire Suppression, Douglas Street Reroute	24 LFT	@ \$85.00	-----	\$2,040.00
16.14	Pipe Encasement, PVC SCH 40, 12"	-53 LFT	@ \$65.00	-----	-\$3,445.00

Subtotal - \$4,275.00

**II. ADJUSTMENTS IN AMOUNT OF CONTRACT**

1. Amount of original contract		\$4,248,803.95
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 0 to <u>1</u>		\$27,632.45
3. Amount of Contract, not including this supplement		\$4,276,436.40
4. Addition/ <del>Reduction</del> to Contract due to this supplement		\$4,275.00
5. Amount of Contract, including this supplemental		\$4,280,711.40
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)		\$31,907.45
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)		0.75%

**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 September 30, 2024.

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.

**RECOMMENDED FOR ACCEPTANCE**

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

**ACCEPTED:** REDEVELOPMENT  
CITY OF GOSHEN, INDIANA

BY: \_\_\_\_\_  
Becky Hutsell, Redevelopment Director

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
Niblock Excavating, Inc.

BY: \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

## **GOSHEN REDEVELOPMENT COMMISSION**

### **Register of Claims**

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **November 15, 2023 through December 7, 2023** and finds that entries are allowed in the total amount of **\$2,672,685.09**

**APPROVED** on December 12, 2023

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Brian Garber, President

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Brianne Brenneman, Secretary

# GOSHEN REDEVELOPMENT COMMISSION

## Expenditure Report - by Budget Line and Payee

Claims from 11/15/2023 through 12/07/2023

<b>406-560-00-431.0502</b>		<b>RDV NON-RVRT OP/Contractual Services</b>	
12/6/2023	Baker Tilly Municipal Advisors, LLC		\$1,900.00
		<b>Line Total for Period:</b>	<b>\$1,900.00</b>
<b>473-560-00-431.0200</b>		<b>SOUTHEAST TIF/Salary Reimbursement</b>	
12/7/2023	City of Goshen (0200)		\$50,000.00
		<b>Line Total for Period:</b>	<b>\$50,000.00</b>
<b>473-560-00-431.0502</b>		<b>SOUTHEAST TIF/Contractual Services</b>	
12/7/2023	American Structurepoint, Inc. (03093)		\$28,491.96
12/7/2023	American Structurepoint, Inc. (03093)		\$10,167.55
		<b>Line Total for Period:</b>	<b>\$38,659.51</b>
<b>473-560-00-439.0930</b>		<b>SOUTHEAST TIF/Other Services &amp; Charges</b>	
12/6/2023	Baker Tilly Municipal Advisors, LLC		\$9,897.50
12/6/2023	Elan Corporate Payment Systems		\$139.05
12/6/2023	Menards - Goshen Store # 3096 (01046)		\$328.00
		<b>Line Total for Period:</b>	<b>\$10,364.55</b>
<b>473-560-00-441.0000</b>		<b>SOUTHEAST TIF/Property Acquisition</b>	
12/6/2023	Ignacio Lopez (13168)		\$38,000.00
12/6/2023	Joshua S. Lambie (13170)		\$1,000.00
12/6/2023	Myron Hoke (13169)		\$1,000.00
12/6/2023	Pamela K. Sheets (13167)		\$1,000.00
		<b>Line Total for Period:</b>	<b>\$41,000.00</b>
<b>473-560-00-442.0000</b>		<b>SOUTHEAST TIF/Capital Projects</b>	
12/6/2023	Andrew E. & Inez L. Borkholder		\$15,681.60
12/6/2023	Elkhart County Gravel, Inc. (00174)		\$1,766.07
		<b>Line Total for Period:</b>	<b>\$17,447.67</b>
<b>474-560-00-431.0502</b>		<b>Lippert/Dierdorff Contractual Services</b>	
12/6/2023	Baker Tilly Municipal Advisors, LLC		\$1,200.00
		<b>Line Total for Period:</b>	<b>\$1,200.00</b>

<b>480-560-00-431.0200</b>		<b>RR/US 33 TIF/Salary Reimbursement</b>	
12/7/2023	City of Goshen (0200)		\$50,000.00
<b>Line Total for Period:</b>			<b>\$50,000.00</b>
<b>480-560-00-431.0502</b>		<b>RR/US 33 TIF/Contractual Services</b>	
12/7/2023	American Structurepoint, Inc. (03093)		\$4,707.50
12/7/2023	Beam Longest Neff - BLN (12772)		\$12,997.90
12/7/2023	NuWay Construction		\$120,534.76
12/7/2023	NuWay Construction		\$23,003.44
<b>Line Total for Period:</b>			<b>\$161,243.60</b>
<b>480-560-00-439.0930</b>		<b>RR/US 33 TIF/Other Services &amp; Charges</b>	
12/6/2023	Baker Tilly Municipal Advisors, LLC		\$8,225.00
12/6/2023	Bank of New York Mellon Trust Company, NA (05316)		\$1,250.00
12/7/2023	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$768.00
12/7/2023	City of Goshen (0200)		\$104.39
<b>Line Total for Period:</b>			<b>\$10,347.39</b>
<b>480-560-00-442.0000</b>		<b>RR/US33 TIF/Capital Projects</b>	
12/7/2023	Abonmarche (05859)		\$3,000.00
12/7/2023	Goshen Utilities (00013)		\$276.80
12/7/2023	Goshen Utilities (00013)		\$17,823.67
12/7/2023	Goshen Utilities (00013)		\$17,823.65
12/7/2023	Goshen Utilities (00013)		\$553.60
12/7/2023	Niblock Excavating, Inc. (00653)		\$34,342.50
12/7/2023	Norfolk Southern Railway		\$30,000.00
<b>Line Total for Period:</b>			<b>\$103,820.22</b>
<b>482-560-00-442.0001</b>		<b>Capital Projects - East College</b>	
12/1/2023	Niblock Excavating, Inc. (00653)		\$612,441.25
12/6/2023	HRP Construction		\$1,040,214.60
12/6/2023	Niblock Excavating, Inc. (00653)		\$534,046.30
<b>Line Total for Period:</b>			<b>\$2,186,702.15</b>
<b>Total Expenditures for Period:</b>			<b>\$2,672,685.09</b>





# December 2023 Redevelopment Staff Report

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**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. 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 2024.
  - 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".

An agreement is in place with American Structurepoint to serve as the City's agent. A site meeting was completed on November 2<sup>nd</sup> with Federal Railroad, Norfolk Southern, American Structurepoint and staff to assess each crossing within this corridor and the improvements as they relate to the quiet zone scoring. We anticipate submitting our application in February with an 8-12 month approval timeline expected.

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**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.

Utility relocation will be finalized with the relocation of Frontier's communication cable. Goshen Engineering has issued a right-of-way permit for the relocation, but has not received confirmation the utilities are clear. Design plans are being finalized and bidding for this project is anticipated to occur before the end of 2023. Because of material lead times, it is anticipated this project will begin construction in 2024 and may extend into 2025.

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**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

AP Development is proceeding with plans for 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 have been awarded READI grant funds and design work is underway. We are in the process of issuing the bonds for this project and anticipate that it will begin in the spring of 2024.

For the City's portion of the work that will be improving 10<sup>th</sup> & Douglas, Niblock has been hired as the contract. Due to a project conflict with a natural gas line, the City is working with NIPSCO to perform a utility relocation. This work is anticipated to be complete in 2023, which will push the City's project into 2024.

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**PROJECT: 3<sup>rd</sup> & JEFFERSON REDEVELOPMENT LOT**

PROJECT DESCRIPTION

The half block at 3<sup>rd</sup> & Jefferson is currently vacant and ready for development.

PROJECT UPDATE

The RDC received one (1) proposal for this property. AP Development, who is developing the former Western Rubber site, is also interested in constructing multi-family for this property. The Commission has approved staff negotiations with the developer and it is anticipated that a Development Agreement will be prepared over the next few months.

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**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. Goshen Engineering did not proceed with requesting bids for vault removal in 2022. If possible, we would like to proceed with the same scope of work in 2023.

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**PROJECT: MILLRACE TOWNHOME SITE**

PROJECT DESCRIPTION

The one-acre lot, established as the Millrace Townhomes Subdivision, is currently vacant and ready for redevelopment.

PROJECT UPDATE

The RDC received two (2) proposals for this property and the Selection Committee recommended proceeding with the proposal from Viewrail for the Millrace Flats project. The Commission has approved staff negotiations with the developer and it is anticipated that a Development Agreement will be prepared over the next few months.

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**PROJECT: COLLEGE AVE FROM US 33 EAST 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 2026.

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

American Structurepoint is actively working on the design. A public meeting was held the evening of December 6, 2023, with good turnout. The City will begin the process of purchasing right-of-way in 2023.

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**PROJECT: COLLEGE AVE FROM US 33 WEST TO NINTH STREET**

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 west to Ninth Street. The project is expected to be under construction in 2028/2029. The City selected American Structurepoint to complete the design.

PROJECT UPDATE

American Structurepoint is working on Phase I utility coordination. The City as one of the affected utilities has received plans requiring comment to be provided back to American Structurepoint.

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**PROJECT: SOUTH FIRE STATION STUDY**

PROJECT DESCRIPTION

The approved 5-Year Capital Plan includes debt service associated with a bond issuance to fund the construction of a new south fire station. 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. Prior to proceeding with a traditional design/build, staff is exploring the "Build Operate Transfer" model and will bring a draft RFP to the Commission in January.

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**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 survey and geotechnical work are complete. A conceptual plan has been completed and a review with redevelopment commission members has taken place. In February 2023, a public meeting was held with potentially affected property owners. Goshen Engineering continues to work on the project design, and anticipates bidding this project in the fall of 2023 for construction in 2024. It should be noted that depending on where other projects come in on cost, this project may need to be delayed.

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**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 project was awarded to Niblock Excavating. A pre-construction meeting has been held and utility coordination is underway. Initial work includes clearing the right-of-way, which will be done before the end of the year, and then allowing NIPSCO gas, electric and other utilities to complete their work. Roadway work for the City's project will likely begin in March/April.

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**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.

The site has been purchased. City staff have begun designing the required improvements from withdrawal, to treatment, to transportation. This process is anticipated to take 3-years.

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**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 2024.

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**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. Work for Contract 1 is substantially complete and Contract 3 will be finished this fall. Contract 2 will likely be the end of the year. Brinkley is currently in production for the first two buildings with the third slated to be completed by the end of the year and the forth by next summer.

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**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

This project is substantially complete. A final walk through is scheduled for the end of this month and it is anticipated that the Parks Department will begin moving in to the facility shortly thereafter.