



GOSHEN REDEVELOPMENT COMMISSION

AGENDA FOR THE REGULAR MEETING OF FEBRUARY 9, 2016

The Goshen Redevelopment Commission will meet on February 9, 2016 at 4:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF MINUTES

Regular Meeting & Executive Session Minutes of January 12, 2016

3. PRESENTATION

Goshen Theater Presentation – Gina Liechty

4. OLD BUSINESS

- a. Discussion – Construction Engineering/Inspection Services for Federally Funded Projects

5. NEW BUSINESS

- a. Resolution 18-2016 – Approve Contract with Jerry Reed Excavating for Demolition of 417 S. Third Street
- b. Resolution 19-2016 – Annual Determination of Excess Assessed Value in the Consolidated River Race / US 33 Allocation Area
- c. Resolution 20-2016 – Annual Determination of Excess Assessed Value in the Southeast Allocation Area
- d. Resolution 21-2016 – Annual Determination of Excess Assessed Value in the Plymouth Avenue Allocation Area
- e. Resolution 22-2016 – Approve Agreement with GRC Investments, LLC for the Development of Stormwater Facilities
- f. Resolution 23-2016 – Approve LPA / Subconsultant Acknowledgement for Construction Engineering with Shrewsberry & Associates for the South Link Road Project
- g. Resolution 24-2016 – Authorize Negotiation of Contract with Quality Window & Door for New Exterior Door at Powerhouse Building
- h. Resolution 25-2016 – Approve Change Order No. 1 with Michiana Tree Works for Tree Falling for Waterford Mills Parkway Phase II

6. APPROVAL OF REGISTER OF CLAIMS

7. MONTHLY REDEVELOPMENT STAFF REPORT

8. OPEN FORUM

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

9. ANNOUNCEMENTS

South Link Road / Kercher Road Corridor Projects Public Meeting – March 3, 2016 at 7:00 PM at Waterford Elementary

Northwest Bike Trail Project Public Meeting – February 25, 2016 at 7:00 pm at Shanklin Park's Schrock Pavilion

Next Regular Redevelopment Meeting – March 8, 2016 at 4:00 p.m.

10. EXECUTIVE SESSION

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



GOSHEN REDEVELOPMENT COMMISSION

MINUTES OF THE REGULAR MEETING HELD JANUARY 12, 2016

CALL TO ORDER / ROLL CALL

The Goshen Redevelopment Commission met in a regular meeting on January 12, 2016 at 4:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

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

Present: Laura Coyne, Cathie Cripe, Adam Scharf, Vince Turner and Brett Weddell

Absent: Thomas Stump

ADDITION TO THE AGENDA

A motion was made by Commissioner Coyne and seconded by Commissioner Weddell to add Resolution 15-2016 – Authorize Expenditure of Non Reverting Funds for Demolition of 415 N. Main Street, which will be inserted following Resolution 14-2016 as new Agenda Item m. The motion was adopted unanimously.

ELECTION OF OFFICERS

Commissioner Weddell nominated Commissioner Stump for President of the Goshen Redevelopment Commission and Commissioner Coyne seconded. There being no objections, Commissioner Stump was elected as President of the Goshen Redevelopment Commission for the 2016 calendar year.

Commissioner Weddell nominated Commissioner Turner for Vice President of the Goshen Redevelopment Commission and Commissioner Coyne seconded. There being no objections, Commissioner Turner was elected as Vice President of the Goshen Redevelopment Commission for the 2016 calendar year.

Commissioner Weddell nominated Commissioner Coyne for Secretary of the Goshen Redevelopment Commission and Commissioner Coyne seconded. There being no objections, Commissioner Coyne was elected as Secretary of the Goshen Redevelopment Commission for the 2016 calendar year.

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve the minutes of the December 8, 2015 regular meeting. The motion was adopted unanimously.

PRESENTATION

Vice President Turner introduced John Hertzler of the Goshen Historical Society, who introduced David Pauls and Cecilia Lapp Stoltzfus, students at Goshen College. David and Cecilia are working with the Goshen Historical Society to develop a permanent Millrace exhibit for the large empty interior wall at the Power House. Their vision is to have the exhibit ready to unveil by one of the spring 2016 First Friday events. Mr. Hertzler indicated that no funding is being requested; the Historical Society will find the funds for this project. The Commission gave the students and Mr. Hertzler praise for all of their work on this project.

UNFINISHED BUSINESS

- a. Resolution 1-2016 – Ratify Execution of Contract with Michiana Tree Works, Inc. for the South Link Road Project

Dustin Sailor, City Utilities Engineer, explained to the Commission that the rush for this contract was due to the Indiana Bat. The work is currently being completed.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 1-2016. The motion was adopted unanimously.

- b. Resolution 2-2016 – Ratify Execution of an Agreement Amendment with Roberts Environmental Services, LLC for the Millrace Townhomes Development

Becky Hershberger, Brownfields Coordinator, informed the Commission this is for the three final soil borings for the Matthews townhomes development. Sampling is scheduled for January 14, 2016.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 2-2016. The motion was adopted unanimously.

NEW BUSINESS

- a. Resolution 3-2016 – Approve Project Coordination Contract with INDOT for Kercher Road Reconstruction from Dierdorff to US 33 Project

Commissioner Scharf asked how many Boards must approve this Contract as it has already gone before the Board of Public Works and Safety, Common Council and now the Redevelopment Commission. Larry Barkes, City Attorney indicated that the Redevelopment Commission was the last entity to approve the Contract.

A motion was made by Commissioner Scharf and seconded by Commissioner Weddell to approve Resolution 3-2016. The motion was adopted unanimously.

- b. Resolution 4-2016 – Approve Category Transfer for Consolidated River Race/US 33 TIF Fund

Mark Brinson, Community Development Director, informed the Commission this transfer was for a year end re-balancing for 2015.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 4-2016. The motion was adopted unanimously.

- c. Resolution 5-2016 – Authorize Negotiation of a Contract for Preliminary Engineering Services for the Kercher Road Reconstruction Project from Dierdorff Road to US 33

Dustin Sailor informed the Commission there were five proposals submitted and a committee of three staff members reviewed the proposals and selected DLZ, Inc.

A motion to amend Resolution 5-2015 to add DLZ, Inc. was made by Commissioner Weddell and seconded by Commissioner Coyne. The motion to amend Resolution 5-2015 was adopted unanimously.

The motion to approve Resolution 5-2016, as amended, was made by Commissioner Weddell and seconded by Commissioner Coyne. The motion was adopted unanimously.

- d. Resolution 6-2016 – Designation of Employee of Responsible Charge for the Kercher Road Reconstruction Project from Dierdorff Road to US 33

Larry Barkes informed the Commission this is basically a requirement for the federally funded projects. Dustin Sailor indicated that Mary Cripe informed him this one is to allow bids to be affirmed once INDOT releases them. There is normally a 24 – 48 hour response time required, which does not allow sufficient time to bring it before the Commission in order to respond to INDOT.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 6-2016. The motion was adopted unanimously.

- e. Resolution 7-2016 – Authorize Advertising of RFP for Construction Engineering for Northwest Bike Trail Project

Dustin Sailor informed the Commission that Mary Cripe is being proactive in this request by soliciting proposals for the construction engineering work now due to the amount of other projects coming down the pipeline.

Commissioner Weddell questioned if there were something that would prevent the City from hiring an in-house construction engineer, which would result in significant savings for the City when combined with the

request in Resolution 9-2016 below. For example, could we still qualify for reimbursement of federal funds? He feels it would be foolish not to investigate this question.

Becky Hershberger stated it's very hard to bring someone on for a project specific without a long term guarantee. Dustin Sailor indicated the engineer has to have the background to operate INDOT's systems.

Commissioner Turner questioned if this matter could be tabled for a month to allow time to get answers to these questions.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to table Resolution 7-2016 for one month. The motion was adopted unanimously.

- f. Resolution 8-2016 – Designation of Employee of Responsible Charge for the Northwest Bike Trail Project

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 8-2016. The motion was adopted unanimously.

- g. Resolution 9-2016 - Authorize Advertising of RFP for Construction Engineering for Kercher Road Reconstruction Project from Railroad Crossing to Dierdorff Road

A motion was made by Commissioner Weddell and seconded by Commissioner Scharf to table Resolution 9-2016 for one month. The motion was adopted unanimously.

- h. Resolution 10-2016 – Designation of Employee of Responsible Charge for the Kercher Road Reconstruction Project from Railroad Crossing to Dierdorff Road

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 10-2016. The motion was adopted unanimously.

- i. Resolution 11-2016 – Designation of Employee of Responsible Charge for the South Link Road Project

A motion was made by Commissioner Scharf and seconded by Commissioner Weddell to approve Resolution 11-2016. The motion was adopted unanimously.

- j. Resolution 12-2016 – Designation of Employee of Responsible Charge for the Norfolk Southern Railroad Crossing Safety Improvements Project (College Avenue & Jefferson Street)

A motion was made by Commissioner Scharf and seconded by Commissioner Weddell to approve Resolution 12-2016. The motion was adopted unanimously.

- k. Resolution 13-2016 – Designation of Employee of Responsible Charge for the Ninth Street Trail Project

A motion was made by Commissioner Scharf and seconded by Commissioner Weddell to approve Resolution 13-2016. The motion was adopted unanimously.

- l. Resolution 14-2016 – Approve Contract for Asbestos Abatement at 405 & 602 E. Kercher Road

Becky Hershberger informed the Commission there were two areas of asbestos found and these need to be abated. TecServ Environmental submitted the only quote.

A motion to amend Resolution 14-2016 to add TecServ Environmental was made by Commissioner Weddell and seconded by Commissioner Scharf. The motion to amend Resolution 14-2015 to add TecServ Environmental was adopted unanimously.

The motion to approve Resolution 14-2016, as amended, was made by Commissioner Coyne and seconded by Commissioner Weddell. The motion was adopted unanimously.

- m. Resolution 15-2016 – Authorize Expenditure of Non Reverting Funds for Demolition of 415 N. Main Street, Goshen

Larry Barkes informed the Commission this is a house many people have complained about and would like to see demolished. This property backs up to the trail and could be nice green space complimenting the trail.

Commissioner Scharf asked if this property would then be turned over to the Parks Department; Larry Barkes indicated that the Redevelopment Commission would keep it for now, then make that decision at a later time.

A motion was made by Commissioner Scharf and seconded by Commissioner Weddell to approve Resolution 15-2016. The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Coyne dell and seconded by Commissioner Weddell to approve payment of the Register of Claims totaling \$1,586,232.71. The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Mark Brinson offered to answer any questions about the monthly report; however, the Commission did not have any questions. He inquired if there was progress on the Ramirez Salvage Yard. Becky Hershberger indicated the biggest hurdle now is that Mr. Ramirez says he has run out of room and his new place is now full. The City is currently continuing negotiations with Mr. Ramirez. Ms. Hershberger indicated that the request for bids will go out in February with bids due back on March 8, 2016.

OPEN FORUM

No one from the Commission or the public spoke during the open forum.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for February 9, 2016 at 4:00 p.m.

ADJOURNMENT

The regular meeting was adjourned at 4:52 p.m.

APPROVED on February 9, 2016.

Goshen Redevelopment Commission

Thomas W. Stump, President

Laura Coyne, Secretary



GOSHEN REDEVELOPMENT COMMISSION

MINUTES OF THE EXECUTIVE SESSION HELD JANUARY 12, 2016

CALL TO ORDER / ROLL CALL

The Goshen Redevelopment Commission met in an executive session on January 12, 2016 at the conclusion of the Commission's regular meeting at 4:00 p.m. pursuant to the notice given. The executive session was held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

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

Present: Laura Coyne, Cathie Cripe, Adam Scharf, Vince Turner and Brett Weddell

Absent: Thomas Stump

PURPOSE OF EXECUTIVE SESSION

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

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

ADJOURNMENT

The executive session was adjourned at 6:00 p.m.

APPROVED on February 9, 2016.

Goshen Redevelopment Commission

Thomas W. Stump, President

Laura Coyne, Secretary

RESOLUTION 18-2016

Approve and Authorize Execution of a Contract with Jerry Reed Excavating, LLC for Demolition Project at 417 South 3rd Street, Goshen

WHEREAS the home located at 417 South 3rd Street, owned by the City of Goshen, is to be demolished as part of the overall River Race Redevelopment Project and Jerry Reed Excavating, LLC submitted the lowest quote for the demolition project at 417 South 3rd Street, Goshen.

WHEREAS City Administration has negotiated the terms and conditions of a Contract with Jerry Reed Excavating, LLC for the demolition project at 417 South 3rd Street, Goshen. A copy of the Contract is attached to and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the terms and conditions of the Contract between Jerry Reed Excavating, LLC and the City of Goshen that is attached to and made a part of this Resolution are approved and Community Development Director Mark Brinson is authorized to execute the Contract on behalf of the City of Goshen and the Goshen Redevelopment Commission with Jerry Reed Excavating, LLC.

PASSED and ADOPTED on February 9, 2016.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, Secretary

CONTRACT
DEMOLITION PROJECT AT 417 SOUTH 3RD STREET, GOSHEN
SOLICITATION NO. Q-15-12-018

THIS CONTRACT is made and entered into on this ____ day of _____, 2016, by and between the City of Goshen by its Redevelopment Commission, hereinafter referred to as "City," and Jerry Reed Excavating LLC, hereinafter referred to as "Contractor."

WITNESSETH, that the City and the Contractor mutually agree as follows:

SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the "Demolition Project at 417 South 3rd Street, Goshen, Project No. Q-15-12-018" project in accordance with and as described in further detail in the Specification Documents attached to this contract. The scope of work shall include the demolition of all structures, removal of any basements and foundations, disposal of all materials and the filling, leveling, and seeding of the grounds of the property at 417 South Third Street, Goshen, Parcel No. 20-11-09-456-010.000-015 (See Exhibit C).

In the event of a conflict between a provision in the Specification Documents and the Contractor's quote, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision in a document or in the Specification Documents, the provision in this contract shall control.

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

1. Contractor's Itemized Quote;
2. Non Collusion Affidavit;
3. Form No. 96, including additional pages containing requested information;
4. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
5. Notice to proceed

Contractor shall perform all work in this project during the days Monday to Friday between the hours of 7:00 am and 8:00 pm. City shall be notified in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor 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 work / services for the City.

EFFECTIVE DATE; CONTRACT TERM

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

The contract shall become effective on the day of execution and approval by the City of Goshen Redevelopment Commission and the Contractor.

Work on the project shall begin as soon as practical after receiving a notice to proceed from the City and shall be completed within ninety (90) calendar days from the award of the contract by the Redevelopment Commission.

COMPENSATION, BASIS AND METHOD OF PAYMENT

The City agrees to compensate Contractor for the work performed in this contract in accordance with the Contractor's quote for the amount of Seven Thousand Dollars (\$7,000.00).

All payment obligations are subject to the appropriation and encumbrance of monies and shall be made in arrears unless specifically stated otherwise in this solicitation. Payment to the Contractor for the work under this contract shall be made upon completion and acceptance of the work. The Contractor shall submit a detailed invoice based on established contract price to City of Goshen for payment. Contractor 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) calendar days of the receipt of a detailed invoice, provided satisfactory performance of the Contractor has been attained. Payment is deemed to be made on the date of mailing the check. Any payment made by the City before final acceptance of the work shall not affect the obligation of the Contractor to repair or replace any defective parts, or otherwise correct any work completed.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence and in the event completion of this project is not made within the time set forth in this solicitation, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Contractor shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, Fifty Dollars (\$50.00) per calendar day for each and every calendar day's delay in project completion in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Contractor under this contract.

INDEPENDENT CONTRACTOR STATUS

The Contractor 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 damages to any property arising out of the acts or omissions of the Contractor or its agents, employees, or subcontractors of the Contractor.

NON-DISCRIMINATION

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

INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorneys fees, and other expenses, caused by an act or omission of the Contractor and its agents, officers, and employees or resulting from or related to the Contractor’s performance or failure to perform as specified in this contract.

INSURANCE

Prior to commencing work, the Contractor shall furnish the City of Goshen 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. The Contractor shall specifically include coverage for the City of Goshen as an additional insured for Workers Compensation & Employer’s Liability General, Liability and Automobile Liability.

The Contractor shall at least include the following types of insurance with the following minimum limits of liability.

- (1) Workers Compensation and Employer’s Liability..... Statutory Limits
- (2) General Liability Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate
- (3) Automobile Liability Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate
- (4) Excess Umbrella Coverage\$1,000,000 Each Occurrence

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.

DEFAULT

It shall be mutually agreed that if Contractor fails to perform the work, provide the work or comply with the provisions of this Contract and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Contractor shall be

responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

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

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

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

TERMINATION

The parties may terminate this contract 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. Contractor 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 Contractor. In such event, the City may issue a written notice of default and provide a period of time in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor 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.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

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.

EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor 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.

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

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

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

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

AMENDMENTS

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

WAIVER OF RIGHTS

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

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 this contract. 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 Contractor

Jerry Reed Excavating LLC
Attention: Jerry Reed
15401 New Road
Mishawaka IN 46544

APPLICABLE LAWS

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

Any provision of this contract 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 contract.

In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions

included with this Contract which varies from these General Terms and Conditions shall have precedence.

This contract 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.

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

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if the Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen certifies that Contractor 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 Contractor.

SEVERABILITY

In the event that any provision of the contract 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 contract shall not affect the validity or enforceability of any other provision of the contract.

AUTHORITY TO BIND CONTRACTOR

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

BINDING EFFECT

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

ENTIRE AGREEMENT

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

In witness whereof, the parties have executed this Agreement as set forth below.

**City of Goshen
Redevelopment Commission**

Jerry Reed Excavating LLC

Mark Brinson
Community Development Director

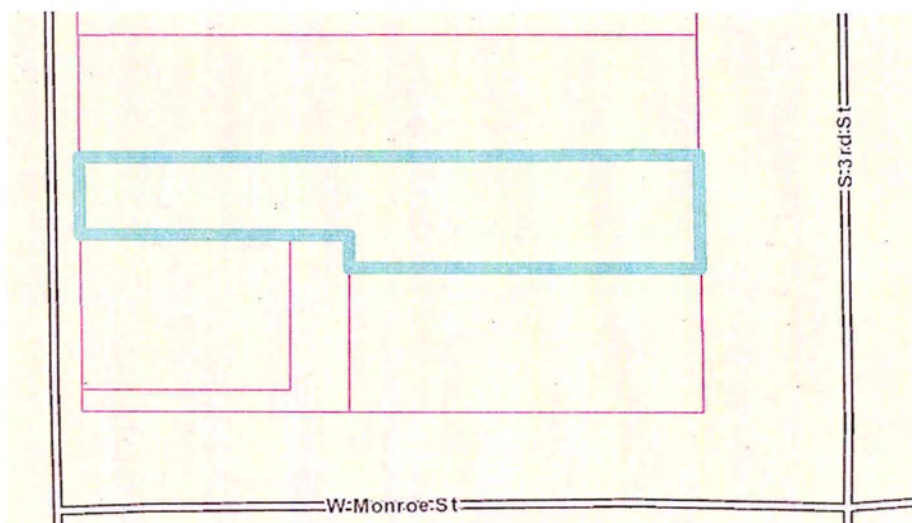
Jerry Reed, President

Date: _____

Date: _____

EXHIBIT A

417 South Third Street, Goshen, Parcel No. 20-11-09-456-010.000-015



RESOLUTION 19-2016

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

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

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

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

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

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

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

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

PASSED and ADOPTED on February 9, 2016.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, Secretary

RESOLUTION 20-2016

Annual Determination of Excess Assessed Value in the Southeast Allocation Area

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

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

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

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

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

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

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

PASSED and ADOPTED on February 9, 2016.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, Secretary

RESOLUTION 21-2016

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

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

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

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

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

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

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

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

PASSED and ADOPTED on February 9, 2016.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, Secretary

RESOLUTION 22-2016

Approve and Authorize Execution of Agreement with GRC Investments, LLC for Reimbursement of Development of Stormwater Facilities

WHEREAS GRC Investments, LLC (GRC) owns approximately 24 acres of real estate located in the Plymouth Avenue Tax Increment Financing District; and

WHEREAS GRC is in the process of developing a stormwater retention/detention plan to detain 251,000 cubic feet of stormwater within the GRC real estate for the detention of stormwater originating outside the GRC real estate and an additional 86,000 cubic feet in the detention ponds adjacent to State Road 119; and

WHEREAS the proposed improvements will alleviate water retention/detention issues within the GRC real estate as well as within Plymouth Avenue Economic Development Area; and

WHEREAS GRC agrees to provide the funding to design and construct the stormwater facilities as outlined in the Agreement that is attached to and made a part of this Resolution; and

WHEREAS Redevelopment agrees to commit the Plymouth Avenue TIF District revenues remaining after the construction of the Foxbriar Water Project to fund parts of the stormwater retention/detention facilities as outlined in the Agreement that is attached to and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the terms and conditions of the Agreement for the Development of Stormwater Facilities with GRC Investments, LLC, as attached to and made a part of this resolution are approved and Community Development Director Mark Brinson is authorized to execute the Agreement on behalf of the City of Goshen and the Goshen Redevelopment Commission with GRC Investments, LLC.

PASSED and ADOPTED on February 9, 2016.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, Secretary

AGREEMENT FOR THE DEVELOPMENT OF STORMWATER FACILITIES

THIS AGREEMENT, is made and entered into this ____ day of January, 2016, by and between City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission and the Goshen Board of Public Works and Safety, hereinafter referred to as "City," and GRC Investment, LLC, an Indiana limited liability company, hereinafter referred to as "GRC."

WHEREAS GRC owns approximately twenty-four (24) acres, which is generally located south of Plymouth Avenue (State Road 119) and east of County Road 19, hereinafter referred to as the GRC real estate.

WHEREAS City and GRC entered into an Agreement in Lieu of Annexation dated September 10, 2007 (Annexation Agreement). This Agreement will amend and modify some of the terms of the original Annexation Agreement between the parties.

WHEREAS the Annexation Agreement required GRC to construct facilities to retain all stormwater within the residential subdivision. GRC is now in the process of developing a stormwater retention/detention plan which will detain two hundred fifty one thousand (251,000) cubic feet of stormwater within the GRC real estate for the detention of stormwater from outside the GRC real estate and an additional eighty six thousand (86,000) cubic feet in the detention ponds adjacent to State Road 119. The detained stormwater will not be released at a rate more than the pre-developed rate for a 10 year, 1 hour storm. Further, the stormwater control measures will be designed so that they will detain all stormwater up to a 100 year, 12 hour storm. A transport pipe will be installed along the east property line to move the excess stormwater.

WHEREAS certain elements of the stormwater plan include modification of stormwater retention/detention facilities that are located outside of the GRC real estate as defined in this Agreement, but are within the Plymouth Avenue Economic Development Area.

WHEREAS City will provide Plymouth Avenue TIF funds to improve the stormwater retention within the Plymouth Avenue Economic Development Area as described below. The proposed improvements will alleviate water retention/detention issues within the GRC real estate as well as within Plymouth Avenue Economic Development Area.

NOW THEREFORE in consideration of the mutual promises, terms and conditions to be kept and performed by City and GRC, the parties agree as follows:

REAL ESTATE

1. The GRC real estate is approximately twenty-four (24) acres, generally located south of Plymouth Avenue (State Road 119) and east of County Road 19.
2. The legal description of the GRC real estate is as follows:

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COUNTY MONUMENT MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 AND THE CENTERLINE OF COUNTY ROAD NUMBER 19, A DISTANCE OF 1072.49 FEET TO A MAG NAIL MARKING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST CORNER OF THE PLAT OF HAY'S FARM SUBDIVISION, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 16, PAGE 8; THENCE SOUTH 89 DEGREES 09 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF LOT NUMBER ONE (1) AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID HAY'S FARM SUBDIVISION AND THE EXTENSION THEREOF, A DISTANCE OF 225.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT NUMBER ONE (1); THENCE NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG EAST LINE OF LOT NUMBER ONE (1) THROUGH LOT NUMBER SEVEN (7), INCLUSIVE, AS THE SAID LOTS ARE KNOWN AND DESIGNATED ON THE PLAT OF SAID HAY'S FARM SUBDIVISION, A DISTANCE OF 773.40 FEET TO A REBAR MARKING THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO LARRY W. SHIRK AND ESTHER MAE SHIRK AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 98 021249; THENCE SOUTH 89 DEGREES 06 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF SAID SHIRK PARCEL, A DISTANCE OF 628.57 FEET TO A REBAR MARKING THE SOUTHEAST CORNER OF SAID SHIRK PARCEL; THENCE SOUTH 00 DEGREES 13 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF A PARCEL OF LAND CONVEYED TO DJ CONSTRUCTION CO., INC. AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2006 32973; THENCE SOUTH 00 DEGREES 13 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID DJ CONSTRUCTION CO., INC. PARCEL, A DISTANCE OF 288.46 FEET TO A REBAR MARKING THE SOUTHWEST CORNER OF SAID DJ CONSTRUCTION CO., INC. PARCEL; THEN SOUTH 89 DEGREES 06 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF SAID DJ CONSTRUCTION CO., INC. PARCEL, A DISTANCE OF 458.18 FEET TO A REBAR ON THE WEST LINE OF THE PLAT OF THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 35; THENCE SOUTH 00 DEGREES 27 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF THE PLAT OF SAID THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2, A DISTANCE OF 757.68 FEET TO A REBAR; THENCE NORTH 89 DEGREES 56 MINUTES 53 SECONDS WEST, A DISTANCE OF 1304.81 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 24.700 OF AN ACRE, MORE OR LESS, BEING GRC TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

The Plymouth Avenue Economic Development Area consists of eight (8) acres of real estate in Elkhart Township generally located south of Plymouth Avenue, east of County Road 19 (Greene Road), west of Indiana Avenue, and north of County Road 36, being more particularly described and depicted as follows:

A part of the Southwest Quarter (SW ¼) of Section Seventeen (17), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said Quarter Section, thence South 89 degrees 06 minutes 44 seconds East, along the north line of said Southwest Quarter and the center of State Road 119, a distance of 855.37 feet, to the northeast corner of a parcel of land conveyed to Larry W. and Esther Mae Shirk as described and recorded in the office of the Recorder of Elkhart County in Instrument Number 98 021249; thence South 00 degrees 13 minutes 16 seconds West along the east line of said Shirk property, a distance of 40.00 feet to the point of beginning of this description; thence South 89 degrees 06 minutes 44 seconds East (parallel to the north line of the Southwest Quarter of said Section 17), a distance of 461.06 feet (said point being offset 40.00 feet from the north line of the Southwest Quarter of said Section 17 and 40.00 feet from the northwest corner of a parcel of land conveyed to Steven M. Hay as described and recorded in the office of the Recorder of Elkhart County in Instrument Number 98 005069); thence South 00 degrees 27 minutes 00 seconds West along the west line of said Hay parcel, a distance of 758.34 feet; thence North 89 degrees 06 minutes 11 seconds West, a distance of 458.03 feet; thence North 00 degrees 13 minutes 16 seconds East, a distance of 288.46 feet to the southeast corner of said Shirk property; thence continuing along the same bearing North 00 degrees 13 minutes 16 seconds East along the east line of said Shirk property, a distance of 469.84 feet to the point of beginning of this description containing 8.00 acres, more or less.

STORMWATER RETENTION/DETENTION FACILITIES

GRC is designing a stormwater retention/detention plan for the GRC real estate, and for real estate owned by Pilgrim Partners and RT, LLC. The drainage plan must be approved by the Goshen Engineering Department and Stormwater Board before bid documents can be distributed.

Conceptual Elements of the Plan

The City of Goshen will accept the donation of two stormwater facilities located on the south side of State Road 119 and east of Lighthouse Lane. Once donated, City will assume maintenance of the two stormwater facilities. The plan will use these facilities to detain stormwater collected from the Pilgrim Partners real estate, the RT, LLC real estate, and the GRC real estate as well as pass through water flow. The stormwater detained will not be released at a rate of more than the predeveloped rate for a 10 year, one hour storm. In addition, the retention capacity on the stormwater facility will be designed to hold stormwater from a 100 year, 12 hour storm on the GRC real estate.

The stormwater plan will also include an emergency stormwater release beneath State Road 119. GRC agrees to donate a twenty five foot (25') easement beginning at Lot 39 and extending to the north boundary of the GRC real estate and such other easements for City to maintain the stormwater facilities that retain or detain stormwater from outside the GRC real estate.

Timeline

City and GRC agree to the following timeline for the stormwater facility construction:

11/15/15	Design tendered to Goshen City Engineering for approval
11/30/15	Goshen City Engineering and Redevelopment Commission approve design with any necessary revisions
01/15/15	Complete Bid Documents
03/01/16	Receive Bids
03/08/16	Award Bid
08/01/16	Complete Project

Funding

The City of Goshen's Redevelopment Commission has established a Tax Increment Financing District known as the Plymouth Avenue TIF District (TIF District). The TIF District currently has approximately \$230,940.29 and will add approximately \$30,848.58 every six months until the TIF District expires on December 31, 2019.

The TIF District has previously committed to fund a water project which will extend an eight inch (8") water main from the intersection of Foxbriar Lane and SR 119 to the northeast corner of Villas of Park Meadows of Clover Trails, Section 2 (Foxbriar Water Project). The estimated cost of this water main project is Ninety Thousand Dollars (\$90,000), which will be paid for from TIF District revenues.

The City agrees to commit the TIF District revenues remaining after the construction of the Foxbriar Water Project to fund parts of the stormwater retention/detention facilities, retaining Twenty Thousand Dollars (\$20,000) in reserve for operating expenses. If the operating expense funds have not been spent by December 31, 2019, the unused operating expenses will be used to refund any remaining unreimbursed expenses for the stormwater drainage project to GRC.

The City agrees to commit the remaining TIF District revenues to fund the following parts of the project:

- a) The design of the drainage plan;
- b) Piping under State Road 119 (SR 119) to permit drainage on an emergency basis;
- c) The connection and improvement of the Pilgrim Partners and RT, LLC stormwater facilities;
- d) The installation of a pipe from the GRC real estate to Pilgrim Partners and RT, LLC stormwater facilities;
- e) The construction of a stormwater storage facility in the southeast corner of The Crossing Subdivision;
- f) Installation of a release pipe from the basin along the east side of the GRC real estate;
- g) Payment of One Hundred Thousand Dollars (\$100,000) for four (4) lots in the southeast corner of The Crossing Subdivision to be used for the construction of the stormwater storage facility. If any portion of this stormwater facility is required to detain stormwater from the residential development, City will only pay Eighty Thousand Dollars (\$80,000) for the four (4) lots; and
- h) A five foot (5') sidewalk on the east side of Lighthouse Lane for the full length of the real estate donated by Pilgrim Partners, LLC to City.

All other parts of the stormwater project will be paid by GRC without reimbursement from the City. GRC will fund all portions of the designed drainage project for which there are not currently sufficient TIF District revenues. This commitment will include fronting the costs that will be eventually reimbursed by TIF district revenues as the additional Plymouth Avenue TIF revenues are received by the City.

Once all TIF Districts' existing funds and future revenues have been used either for the Foxbriar water main project, operating expenses up to a Twenty Thousand Dollar (\$20,000) maximum or for the

payment or the reimbursement for the stormwater drainage project costs described in this agreement, the City will not pay any additional amounts for the project nor will the City reimburse GRC for any additional expenses incurred by GRC for the project.

CONDITIONS PRECEDENT

The parties obligations described in this Agreement are conditioned upon City being able to negotiate and execute agreements with Pilgrim Partners, LLC and RT, LLC to obtain their respective water retention/detention facilities south of State Road 119 (as shown on the map attached as Exhibit A) so that those stormwater facilities can be incorporated into the stormwater plan for the GRC real estate and the Plymouth Avenue Economic Development Area.

CROSSING CONSTRUCTION AND SALE OF LOTS

Seventy-four (74) lots of the Crossing have received preliminary approval by the City of Goshen. Twenty-nine (29) lots have received secondary approval, seven (7) of which have been approved for the issuance of building permits. Upon the approval and execution of this Agreement and receipt of a commitment from Pilgrim Partners, LLC and RT, LLC to donate their retention/detention facilities to City, building permits will be issued when requested for the remaining lots that have received secondary approval provided the building permit applications meet all non stormwater requirements for issuance and GRC is in compliance with the terms of this Agreement. If GRC is not in compliance with this Agreement, has not met all other zoning clearance requirements or elects to terminate this Agreement because the bid price of construction exceeds the engineering estimate of the price of construction, City will cease issuing building permits until full compliance with the terms of this Agreement and/or zoning clearance requirements have been met.

TIF REIMBURSEMENT AGREEMENT

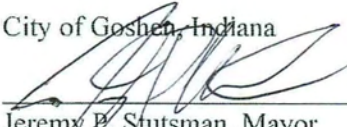
1. In order for City to pay for or reimburse any project costs to GRC, City must bid the construction of the stormwater project. City agrees to have the bid documents prepared as soon as the plans have been finalized so that the project can be constructed in 2016.
2. Any portion of the stormwater project that City bids and constructs and is identified on Page 4 of this agreement will be paid from the Plymouth Avenue TIF revenues unless the Plymouth Avenue TIF funds are insufficient to pay all such costs (reserving Twenty Thousand Dollars (\$20,000.00) for operating expenses and Ninety Thousand Dollars for the Foxbriar water project). GRC will fund the additional costs for the stormwater facilities subject to reimbursement from City as provided in this Agreement.
3. Within seven (7) days of City's opening of the construction bids for the stormwater project, GRC may terminate this Agreement by delivering a written notice of termination to City if the bid cost of construction exceeds the engineering estimate of the price of construction.
4. City will reimburse GRC from the Plymouth Avenue TIF revenues for the eligible costs described above that GRC pays for the construction of the stormwater facilities that City bids and constructs. Once the principal cost incurred by GRC to fund the eligible stormwater facilities has been repaid by City to GRC, no further amounts will be reimbursed. No interest will be paid to GRC.


5. The Plymouth Avenue TIF expires on December 31, 2019. City will pay any remaining Plymouth Avenue TIF revenues and any operating balances remaining on December 31, 2019 to GRC if GRC has not been fully reimbursed for costs to construct eligible stormwater facilities.
6. Once the Plymouth Avenue TIF expires and all Plymouth Avenue TIF revenues and remaining operating expenses have been paid to GRC, no further payment will be made to GRC for any unreimbursed costs.

MISCELLANEOUS

1. If it becomes necessary for any party to this agreement to institute litigation in order to enforce or construe the terms and provisions of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such litigation from the non-prevailing party.
2. No remedy conferred upon any party in this agreement is intended to be exclusive of any other remedy provided or permitted by law, but each remedy shall be cumulative and shall be in addition to any other remedy given under the terms of this agreement or existing at law or equity. Every power or remedy provided in this agreement may be exercised concurrently or independently and as often as deemed appropriate.
3. This agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The venue for any action brought by any party relating to or arising out this this agreement shall be in Elkhart County, State of Indiana.
4. This agreement contains the entire agreement between the parties respecting the matters set forth.
5. Any provision of the parties' Agreement in Lieu of Annexation Agreement dated September 10, 2007 not specifically in conflict with the terms of this Agreement shall remain in full force and effect. GRC explicitly waives any right to terminate the September 10, 2007 Annexation Agreement until December 31, 2019.

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

City of Goshen, Indiana
 By: 
 Jeremy P. Stutsman, Mayor
 Date: 1-25-16

GRC Investments, LLC
 By: 
 Printed: Richard R Niblock
 Title: Owner
 Date: January 11, 2016

City of Goshen, Indiana
 Redevelopment Commission

By: _____
 Mark Brinson
 Community Development Director
 Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

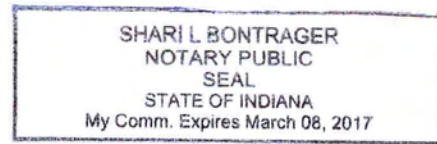
Before me the undersigned, a Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana, and acknowledged the execution of the foregoing instrument this 20th day of January, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

3-8-2017

Shari L. Bontrager
Notary Public
Printed: Shari L. Bontrager
Resident of Elkhart County, Indiana



STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Richard R Niblock, the Owner of GRC Investments, LLC, and acknowledged the execution of the foregoing instrument this 11th day of January, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

October 1, 2017

Julie Crawford
Notary Public
Printed: Julie Crawford
Resident of Elkhart County, Indiana

This instrument was prepared by Larry A. Barks, Goshen City Attorney, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 533-9536.

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

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Mark Brinson, on behalf of the Goshen Redevelopment Commission, and acknowledged the execution of the foregoing instrument this ____ day of _____, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

Shari L. Bontrager, Notary Public
Resident of Elkhart County, Indiana

RESOLUTION 23-2016

Approve and Authorize Execution of Local Public Agency (LPA) – Subconsultant Acknowledgment for the Construction Engineering on the South Link Road Project

WHEREAS the City entered into a Consulting Contract with DLZ Indiana, LLC for construction engineering for the South Link Road Project; and.

WHEREAS DLZ Indiana, LLC wishes to hire Shrewsberry & Associates, LLC to assist with the construction engineering under the consulting contract for the South Link Road Project, according to the terms of the Local Public Agency – Subconsultant Acknowledgment that is attached to and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the terms and conditions of the Local Public Agency – Subconsultant Acknowledgment with Shrewsberry & Associates, LLC and the City of Goshen that is attached to and made a part of this Resolution are approved and Mary Cripe, as the Employee of Responsible Charge for this project, is authorized to execute the Acknowledgment on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on February 9, 2016.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, 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: Goshen Engineering

RE: **WATERFORD MILLS PARKWAY FROM SR 15 TO REGENT STREET
PROJECT NO. 2008-0078**

DATE: February 9, 2016

Attached please find the Local Public Agency (LPA) – Subconsultant Acknowledgment for the Construction Engineering (CE) on the South Link Road project. DLZ wishes to hire Shrewsberry & Associates, to assist with the construction engineering, and Shrewsberry is a DBE.

We are requesting the Redevelopment Commission's review, and then the approval to have Mary Cripe, P.E. and Employee of Responsible Charge (ERC) for the project to sign the acknowledgment form.

Thank you!!

DLZ

JAN 08 2015

Local Public Agency - Subconsultant Acknowledgment

RECEIVED

RECITALS

WHEREAS, the undersigned subconsultant ("Subconsultant") desires to provide goods and/or services in connection with that certain consulting contract by and between DLZ Indiana, LLC and the City of Goshen Local Public Agency (LPA); DES numbers 1005734 and 1297229, Project Description: South Link Road from SR 15 to Regent Street, City of Goshen, IN (INDOT Contract R-34132) ("Contract"), and

WHEREAS, the LPA consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and the LPA agree as follows:

1. Without limiting any rights or remedies based in agency, law, equity or otherwise that the LPA may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #17 (Governing Laws); #19 (Indemnification) and #21 (Insurance – Liability for Damages) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.

2. The LPA and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and the LPA is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For Subconsultant:

GREENSBERRY & ASSOC. LLC
Subconsultant Firm/Name (Please Print)

Jeffrey S. Berry VP/COO
Name/Title

1/5/16
Date

For LPA:

16-0005

RESOLUTION 24-2016

Authorize Negotiation and Execution of a Contract With Quality Window and Door, Inc. for a New Door at the Powerhouse Building

WHEREAS the exterior door located on the south side of the Powerhouse Building needs to be replaced;
and

WHEREAS three quotes were obtained from different manufacturers, with Quality Window and Door, Inc.
having the best quote for a fiberglass exterior door; and

WHEREAS, it is recommended that Goshen Redevelopment Commission authorize Community
Development Director Mark Brinson to negotiate and execute a Contract with Quality Window and Door,
Inc. for a new exterior door that is consistent with their quote, which is attached to and made a part of this
Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that:

1. Community Development Director Mark Brinson is authorized to negotiate and execute a Contract
on behalf of the City of Goshen and the Goshen Redevelopment Commission for a new door for
the Powerhouse Building with Quality Window and Door, Inc.
2. City Staff shall prepare a written Contract to be executed by the City of Goshen for these services.
3. The execution of any such Contract shall be presented to the Redevelopment Commission for
ratification at a subsequent Redevelopment Commission meeting.

PASSED and ADOPTED on February 9, 2016.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hershberger

Date: February 19, 2016

RE: Request to Authorize Negotiation and Execution of a Contract with Quality Window and Door for a new door at the Powerhouse

Parks Department has indicated that the door located on the south side of the powerhouse is in need of replacement. When the structure was originally renovated, a wood door was installed and lasted only a few years. Since 2011, it has already been replaced once. There is no overhang on the building to provide any protection for the door from the elements.

Staff worked with Parks Department to obtain quotes for various doors that have a better chance of lasting. We obtained three (3) quotes from different manufacturers. We are requesting authorization from the Redevelopment Commission to negotiate and execute a contract with Quality Window and Door for a custom cut fiberglass door. It will be fabricated to include the six (6) panel design that fits the historic character of the building. They will provide the completed slab that will then be installed by Parks Department staff. Where a wood door has no warranty due to the lack of an overhang, the fiberglass door will come with a five (5) year warranty and they project that the lifespan of the door will be at least double of a wood door. The cost for the custom door will be \$2,958.13 and costs less than either a White Oak or Mahogany door. After exploring the different options available, we feel this is the best option.

Goshen Redevelopment Powerhouse building

Quote #: A2YRGA5

A Proposal for Window and Door Products prepared for:

End Customer:

Customer Number: NK
City of Goshen
204 East Jefferson Street
Suite 2
Goshen, IN 46528

Contact Name: Becky Hershberger
Phone: (574) 533-3579

Shipping Address:

QUALITY WINDOW & DOOR
27888 COUNTY ROAD 32
ELKHART, IN 46517-9510



NATE KING
QUALITY WINDOW & DOOR
27888 CR 32W
ELKHART, IN 46517
Phone: (574) 862-1613
Fax: (574) 862-4090
Email: nate@qwdbarn.com

This report was generated on 1/27/2016 2:03:04 PM using the Marvin Order Management System, version 0002.06.00 (Current). Price in USD. Unit availability and price are subject to change. Dealer terms and conditions may apply.

UNIT SUMMARY

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes.

Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

NUMBER OF LINES: 3	TOTAL UNIT QTY: 3	EXT NET PRICE: USD 9,059.17
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LINE	MARK UNIT	BRAND	ITEM	NET PRICE	QTY	EXTENDED NET PRICE
1	WHITE OAK	IWP	Materials EXT CUSTOM SLAB (6 PANEL) FLAT TOP, WHITE OAK, UNFINISHED, 3-07 6-07, 1 3/4" THICK, BRONZE SWEEP, BS: 2 3/8 (2 1/8) DB1: 2 1/8 *LOCKSET NOT INCLUDED* (non-taxable)	3,005.52	1	3,005.52
2	GENUINE MAHOGANY	IWP	Materials EXT CUSTOM SLAB (6 PANEL) FLAT TOP, GENUINE MAHOGANY, UNFINISHED, 3-07 6-07, 1 3/4" THICK, BRONZE SWEEP, BS: 2 3/8 (2 1/8) DB1: 2 1/8 *LOCKSET NOT INCLUDED* (non-taxable)	3,095.52	1	3,095.52
3	FIBERGLASS	AURORA	Materials CFDR160GMPN3668 Size: 42 x 80 Viewed from Exterior. Scale: 1/4" = 1' Aurora Classic, 160 Flat Top Door, Mahogany Grain , 3-06 6-08 1 3/4 Thick , Primed , 1 Hprefit, Bev: 1/S, Bronze Sweep, PEV 2015.3.0.1272/PDV 6.172 (12/09/15) TE COMMENTS: -Door size 3-07" x 6-07".	2,958.13	1	2,958.13

PURCHASE APPROVAL/SIGN OFF

I have reviewed all line item quotes in detail and agree that the product specifications and pricing are accurate, and I approve the project for order. I acknowledge that additional charges, tax or Terms and Conditions may apply.

Seller: _____

Buyer: _____

Unit Availability and Price is Subject to Change

RESOLUTION 25-2016

Approve and Authorize Execution of Change Order No. 1 with Michiana Tree Works, Inc. for the Tree Falling for Waterford Mills Parkway Phase II

WHEREAS the City entered into a Contract with Michiana Tree Works, Inc. dated January 6, 2016 for the tree falling for the Waterford Mills Parkway Phase II; and.

WHEREAS Change Order No. 1 is for the addition of tree removal, the debris being hauled away, stumps being ground and clean-up for seven trees not identified on the original bid. A copy of Change Order No. 1 is attached to and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of Change Order No. 1 with Michiana Tree Works, Inc. and the City of Goshen that is attached to and made a part of this Resolution and Community Development Director Mark Brinson is authorized to execute Change Order No. 1 on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on February 9, 2016.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, 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: Mary Cripe, P.E., Engineering Department

RE: **TREE FALLING FOR WATERFORD MILLS PARKWAY PHASE II**
JN: 2008-0078

DATE: February 9, 2016

Attached please find Change Order No. 1 for the Tree Falling for Waterford Mill Parkway Phase II. Change Order No. 1 is for the addition of tree removal, the debris being hauled away, stumps being ground, and clean-up for seven trees not identified on the original bid. This increases the original contract price by \$5,425.00 for a total cost of \$20,681.00.

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

Thank you!

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 1

Date: 2/2/16

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

OWNER: City of Goshen
PROJECT NAME: Tree Falling for Waterford Mills Parkway Phase II
PROJECT NUMBER: 2008-0078
CONTRACTOR: Michiana Tree Works

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

The change order is to serve as a balancing change order for the project and the addition of 7 trees that needed to be taken down as part of this project.

CO1-1 Tree Removal	7 EA	@ \$775.00	-----	\$5,425.00
				..
		Subtotal -		\$5,425.00

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 1

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$15,256.00
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers	0 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement		\$15,256.00
4. Addition/ Reduction to Contract due to this supplement		\$5,425.00
5. Amount of Contract, including this supplemental		\$20,681.00
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$5,425.00
7. Total percent of change in the original contract price Includes Change Order No.	1 to <u>1</u>	35.56%
(Line 6 divided by Line 1)		

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 Friday March 11, 2016.
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 Exhibit C, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 1

RECOMMENDED FOR ACCEPTANCE

Mary M. Cripe
Civil City Engineer

ACCEPTED: REDEVELOPMENT COMMISSION

BY: _____
Mark Brinson, Community Development

ACCEPTED: CONTRACTOR

_____ Michiana Tree Works
BY: _____
Signature of authorized representative of Contractor

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following Itemized Expenditure Reports for claims entered from January 9, 2016 through February 4, 2016 and finds that such entries are allowed in the total amount of \$126,221.20.

APPROVED on February 9, 2016.

Goshen Redevelopment Commission

Laura Coyne

Thomas Stump

Vince Turner

Brett Weddell

Adam Scharf

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 1/9/16 through 2/4/16

Invoice Date	Payee	Description	Claim #	Line Number	Amount
10/31/2015	Lawson-Fisher Associates, PC (05374)	Canal Stabilizaton Project	1347	480-560-00-431.0502	\$1,905.38
11/30/2015	Lawson-Fisher Associates, PC (05374)	Canal Stabilization Project	1347	480-560-00-431.0502	\$270.12
12/14/2015	GOSHEN ELECTRIC, INC. (0070)	Powerhouse Exterior Light Repair	1349	406-560-00-436.0100	\$107.67
12/16/2015	HIS Constructors, Inc. (06539)	Wilson Avenue Storm Sewer and Levy Repair	1364	480-560-00-442.0000	\$27,445.02
1/5/2016	Jones Petrie Rafinski Corp. (00463)	South Link Road - Construction Services	1351	473-560-00-431.0502	\$4,500.00
1/5/2016	Jones Petrie Rafinski Corp. (00463)	South Link Road - Re-Acquire Existing R/W	1351	473-560-00-431.0502	\$239.25
1/7/2016	Barkes, Kolbus, Rife & Shuler, LLP (02483)	South Link Road Condemnation Legal Services	1348	473-560-00-431.0502	\$519.30
1/13/2016	Signtech Sign Services ((02608)	JoAnna's Family Restaurant Exterior Signage	1350	473-560-00-442.0000	\$7,145.26
1/15/2016	CHA Consulting, Inc. (06860)	Ninth Street Multi-Use Path Project	1354	480-560-00-442.0000	\$8,785.46
1/19/2016	Keystone RV Company (08440)	TIF Reimbursement - Corrie Drive Project	1345	473-560-00-439.0930	\$28,557.50
1/21/2016	Elko Title Corporation (04462)	Title Search - 1375 Lincolnway (former Goshen Inn)	1346	480-560-00-439.0930	\$175.00
1/21/2016	Goshen, City of (for Redevelopment Payroll)	Cell Phone Stipend	1352	406-560-00-413.0700	\$25.00
1/21/2016	Goshen, City of (for Redevelopment Payroll)	FICA	1352	406-560-00-413.0100	\$402.76
1/21/2016	Goshen, City of (for Redevelopment Payroll)	Health Insurance	1352	406-560-00-413.0501	\$1,529.97
1/21/2016	Goshen, City of (for Redevelopment Payroll)	Medicare	1352	406-560-00-413.0200	\$94.19
1/21/2016	Goshen, City of (for Redevelopment Payroll)	PERF	1352	406-560-00-413.0300	\$922.46
1/21/2016	Goshen, City of (for Redevelopment Payroll)	Wages	1352	406-560-00-411.0130	\$6,373.35
1/27/2016	L & M Electric, Inc. (00707)	324 West Washington - Lighting at Powerhouse	1356	480-560-00-439.0930	\$992.35
1/28/2016	NIPSCO (00014)	Utilities - 211 E. Madison Street	1355	406-560-00-435.0101	\$32.87
1/28/2016	NIPSCO (00014)	Utilities - 211 E. Madison Street	1355	406-560-00-435.0201	\$75.87
1/28/2016	NIPSCO (00014)	Utilities - 324 W. Washington Street	1355	406-560-00-435.0101	\$48.21
1/28/2016	NIPSCO (00014)	Utilities - 324 W. Washington Street	1355	406-560-00-435.0201	\$35.04
1/29/2016	Abonmarche (05859)	Steury Avenue Reconstruction & Drainage Improvemen	1362	480-560-00-431.0502	\$3,480.00
1/31/2016	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Title Issues with former Goshen Inn (Raghe, LLC)	1357	480-560-00-431.0502	\$32.00
1/31/2016	Indiana Media Group (07255)	Former Goshen Inn RFP Advertising	1363	480-560-00-439.0930	\$23.44
2/1/2016	Michiana Tree Works (05115)	Tree Service for Waterford Mills Parkway	1358	473-560-00-442.0000	\$15,256.00
2/2/2016	Jones Petrie Rafinski Corp. (00463)	South Link Road Construction Phase Services	1359	473-560-00-431.0502	\$6,250.00

Invoice Date	Payee	Description	Claim #	Line Number	Amount
2/2/2016	Roberts Environmental Services, LLC (05805)	Millrace Townhomes Development - 3 additional boring	1361	480-560-00-442.0000	\$1,650.00
2/4/2016	Goshen, City of (for Redevelopment Payroll)	Cell Phone Stipend	1365	406-560-00-413.0700	\$25.00
2/4/2016	Goshen, City of (for Redevelopment Payroll)	FICA	1365	406-560-00-413.0100	\$402.76
2/4/2016	Goshen, City of (for Redevelopment Payroll)	Health Insurance	1365	406-560-00-413.0501	\$1,529.97
2/4/2016	Goshen, City of (for Redevelopment Payroll)	Medicare	1365	406-560-00-413.0200	\$94.19
2/4/2016	Goshen, City of (for Redevelopment Payroll)	PERF	1365	406-560-00-413.0300	\$922.46
2/4/2016	Goshen, City of (for Redevelopment Payroll)	Wages	1365	406-560-00-411.0130	\$6,373.35
				Total:	\$126,221.20



February, 2016 Redevelopment Staff Report

PROJECT: USEPA REVOLVING LOAN FUND (RLF) GRANT AWARDS

PROJECT DESCRIPTION

The City has received a revolving loan fund (RLF) grant (\$1,000,000) to be used for remediation projects from the USEPA. The funding is to be used for sites throughout Goshen to facilitate environmental cleanup and redevelopment projects. The RLF grant period expires July 31, 2016.

PROJECT UPDATE

We have loaned \$650,000 from the City to the Commission to utilize for the salvage yard property at 828/922 E. Lincoln Avenue. The design work for the project is nearly complete and we are planning to bid the project in February with an award being made at the March Commission meeting. We still have a portion of funding available for petroleum impacted projects and are continuing to look for options for that funding.

PROJECT: GOSHEN THEATER RENOVATION

PROJECT DESCRIPTION

Goshen Theater, Inc. is acquiring and renovating the Goshen Theatre building to serve as an Arts and Entertainment facility downtown.

PROJECT UPDATE

Goshen Theater, Inc. has now acquired the Goshen Theater. The next phase of the project will be to conduct a capital campaign feasibility study. Bill Johnson has agreed to chair the fundraising effort.

The Elkhart County Community Foundation has announced that they will be awarding \$150,000 to the Goshen Theater project to fund building improvements and provide operating support.

Several projects been completed to allow the theater to be functionally used for performances. The most recently completed project was the replacement of the stage rigging. In addition, the Goshen Parks Department is renovating a space on the main floor to off dance classes for kids with disabilities.

Goshen Theater, Inc. has developed a renovation and operating plan for the theater and will be presenting the proposal to the Redevelopment Commission at the February meeting.

PROJECT: NORTHWEST BIKE TRAIL CONNECTOR

PROJECT DESCRIPTION

The Northwest Bike Connector route will connect the northwest Goshen neighborhoods to the US 33 Commercial district, extending west along Bashor Road from US 33 to CR 17 and then north to the Sam's Club parking lot. Project is scheduled for an April 2017 letting date.

PROJECT UPDATE

The public hearing for this project is anticipated to occur in March 2016. Upon approval of the public hearing, a project will move into right-of-way acquisition phase.

PROJECT: MILLRACE TOWNHOMES AND FLATS

PROJECT DESCRIPTION

The Redevelopment Commission approved a development agreement with developer David Mathews to construct townhomes along the millrace. Approximately 25 townhomes and flats will be constructed on the parcel situated north of Purl and south of Madison.

PROJECT UPDATE

The rezoning process of the land has been approved by the Plan Commission and City Council. In addition, the primary subdivision and site plan have also been approved by the Plan Commission.

In order to achieve environmental closure for the site, we have completed two rounds of sampling for the green space available for each residential unit. We received the data and all but one of the lots met closure standards for unrestricted residential closure. The Indiana Brownfield Program has reviewed the available data and has indicated that imported soil in this small area will require excavation and clean backfill. The depth of the fill extends to approximately 5' below grade. We are working with Abonmarche to stake this area of green space to determine quantities. We anticipate bringing a contract recommendation to the Commission in March to complete this work. Once done, we will be able to apply for full, unrestricted residential closure for this development.

PROJECT: MILLRACE NEIGHBORHOOD DEVELOPMENT

PROJECT DESCRIPTION

The Redevelopment Commission has selected the Millrace Neighborhood, Inc. as the developer for the parcel along the race located south of Purl and north of Douglas. This will consist of approximately 12 single family homes, featuring a common area that encourages interaction between residents.

PROJECT UPDATE

The re-zoning process of the land has been approved by the Plan Commission and City Council. The primary subdivision and site plan has been submitted for Plan Commission review and was approved at the May 19, 2015 meeting. Bradsko has been hired to prepare the final plans. They have applied for the July Plan Commission meeting to obtain their final approvals and are working to finalize their drainage plans for the development.

The Indiana Brownfields Program has indicated that, based on our recent sampling, just under 2,000 cubic yards of material needs to be excavated and then clean fill will be added to bring the elevation of the site up to the existing elevation of the surrounding areas. Once this work is complete, there will be NO environmental restrictions remaining for this property. A contract was awarded to RGB Sales, LLC and they began work in early September and it is anticipated that all work will be completed by the end of November. The original completion date was October 31st but has been delayed because of erosion control permits and IDEM's approval of the use of the Kercher Road retention pond area as the borrow pit for material being used as backfill. It is anticipated that all work will be completed for this as soon as compaction testing is completed to confirm that required results have been achieved.

The developer is working on completing their final requirements, as well.

PROJECT: MILLRACE CANAL STABILIZATION

PROJECT DESCRIPTION

The Commission completed the Millrace Canal Study in March of 2007. The study focused on the potential to dredge the canal, allow for the development of hydroelectric power, and repairs to the canal bank levee(s). The study focused on levee repairs on the west side of the canal, but referenced at least two locations on the east side of the canal that also had levee conditions. The two locations on the east side of the canal are: 212 W. Jackson Street and 1245 Wilson Avenue. The levee bank repairs were determined to be a lower priority than the other Commission projects and improvements to the canal were shelved.

In 2014, the Hartzlers', at 1245 Wilson Avenue, notified the City of the canal bank leaking behind their property. The Redevelopment Commission re-evaluated their priorities and provided \$50,000 in design funding and \$500,000 in construction funding for 2015.

PROJECT UPDATE

Project is on winter shutdown. Contractor will begin again in May when the property owner returns. The canal water has been brought back up in the last month, and City staff continues to monitor the new levee bank for stresses.

PROJECT: DOWNTOWN VAULT CLOSURE PROGRAM

PROJECT DESCRIPTION

The Commission approved \$60,000 to fund the Downtown Vault Closure Program. The purpose of this program is to provide matching funds to close vaults located under sidewalks in the central business district.

PROJECT UPDATE

The Downtown Vault Closure Program will continue through 2016.

PROJECT: NORFOLK SOUTHERN RAILROAD CROSSING SAFETY IMPROVEMENTS PHASE II

PROJECT DESCRIPTION

Federal Highway Safety Improvement Project (HSIP) funding was applied for the installation of new warning devices at two at-grade railroad crossing to improve safety and meet minimum Federal Railroad Administration (FRA) standards. The two crossings include: Jefferson Street and College Avenue.

PROJECT UPDATE

Norfolk Southern has completed the design engineering, and the construction funds would become available in July 2016. A public meeting with the neighborhood and residents will be scheduled in February 2016 to discuss the possible closure of the Jefferson Street Railroad crossing.

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 potentially CR 40 to Lincoln Avenue.

PROJECT UPDATE

The Notice of Intent for a Quiet Zone on the Marion Branch was submitted to the Federal Railroad Administration and Norfolk Southern on March 23, 2015. This Notice is the first step in a multi-step process to obtain a Quiet Zone from CR 40 to Lincoln Avenue. An amendment to the NOI was submitted on May 1, 2015, as requested by the Federal Railroad Administration.

PROJECT: NINTH STREET TRAIL FROM COLLEGE AVENUE TO PURL STREET

PROJECT DESCRIPTION

New bicycle and pedestrian trail construction along Ninth Street from College Avenue and Purl Street. The project is scheduled for a January 2019 letting.

PROJECT UPDATE

We are working through the alignment of the trail with Norfolk Southern about moving the power poles into an easement on Norfolk Southern's property. The design consultant is preparing a cross section to submit to Norfolk Southern for review and approval/denial.

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project has grown out of the recent improvements along the Steury Avenue corridor with the expansion of GDC, Lions Head, the Goshen Street Department and the Goshen Central Garage. The roadway 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 State Road 4 has small turning radiuses, which causes semi-traffic serving the corridor to make wide swings onto and off of Steury Avenue and State Road 4. 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 current plan is to reconstruct Steury Avenue from State Road 4 north 1,450-feet to the first roadway bend to the right. The new roadway cross section will have a thicker pavement section to support the additional vehicle traffic and curb and gutter to control stormwater water runoff. A new storm sewer will be constructed that directs stormwater to State Road 4 where several properties will be purchased, on the south side of State Road 4, to allow for the placement of a detention pond. The new detention pond will have an overflow release to Rock Run Creek.

PROJECT UPDATE

To date, Ramirez has not yet removed everything from the property. The City Attorney is working with Ramirez's attorney to resolve how to get them out as soon as possible.

At this point, the plan is to release bids in March with an April contract award and an immediate notice to proceed. The project has been designed but several pieces will be bid as alternates because the short time frame for remediation is going to drive up the cost. The RLF funding expires at the end of July.

We will be holding a public meeting with the neighborhood this month to update them on the project once we know what is happening with Ramirez.

PROJECT: SOUTH LINK ROAD CONSTRUCTION

PROJECT DESCRIPTION

South Link Road will be extended from SR 15 east to Regent Street, and will include an overpass over the railroad tracks along with a traffic signal at the new intersection with SR 15. This is an extension of the existing Waterford Mills Parkway constructed in 2010 from CR 27 to Regent Street. Construction is anticipated in 2016, which will be funded with 80% Federal STP funds and 20% local funds.

PROJECT UPDATE

The various utility companies anticipate relocating their facilities. AT&T currently has a utility easement parallel to SR 15, and the City will be required to pay for the design fees associated with the relocation work. An Agreement with AT&T will be presented to the Commission.

This project is scheduled for February 3, 2016 bid letting date through the INDOT bidding system.

PROJECT: INTERSECTION IMPROVEMENT AT STATE ROAD 15 & KERCHER ROAD

PROJECT DESCRIPTION

A partnership between the Indiana Department of Transportation (INDOT), Elkhart County and the City of Goshen has been formed to improve the intersection of SR 15 and Kercher Road. Improvements will include a left turn lane, through lane, and a right turn lane on every approach to the intersection along with a 10-foot sidewalk/trail to provide connectivity to the Winona Trail along the railroad. The construction along Kercher Road will commence at Islandview Drive and extend to the Winona Greenway Trail/Railroad.

PROJECT UPDATE

There is one last right of way parcel to acquire, which is currently in the eminent domain process. The construction of this project is scheduled for summer 2017, which is when the Kercher Road/CR 38 Bridge will be reconstructed along with CR 38 to the new CR 17.

PROJECT: KERCHER ROAD RECONSTRUCTION FROM RAILROAD TO DIERDORFF ROAD

PROJECT DESCRIPTION

Improvements to Kercher Road from the Railroad to Dierdorff Road will include one lane in each direction and a center left turn lane, curb and gutter along with storm sewer, and a 10-foot sidewalk/bicycle trail along the south side of the roadway. The intersection at Pine Manor Drive and Industrial Park Drive will be aligned to allow for safe turning movements. This project has a letting date of February 2017.

PROJECT UPDATE

We are planning on having a couple public meetings: one meeting with the business owners in the industrial area and one meeting with the residents in the surrounding area. These meetings will occur in February 2016. Right-of-way acquisition will commence in Summer 2016.

PROJECT: KERCHER ROAD RECONSTRUCTION FROM DIERDORFF ROAD TO US 33

PROJECT DESCRIPTION

Improvements to Kercher Road from Dierdorff Road to US 33 will include one lane in each direction and possibly a center left turn lane, curb and gutter along with storm sewer, and a 10-foot sidewalk/bicycle trail along the south side of the roadway. This project has a letting date of February 2020.

PROJECT UPDATE

Negotiations and a contract with DLZ are in process for the design engineering and right-of-way acquisition phases of this project.

PROJECT: KERCHER ROAD RETENTION AREA

PROJECT DESCRIPTION

Development of a plan for a stormwater retention area on the north side of Kercher Road, just east of the railroad tracks. This project will address some of the flooding problems in the Goshen Industrial Park.

PROJECT UPDATE

The Kercher Road retention area project is underway. The contractors are finishing work on the Millrace Site and will then return to the Kercher Road project until it is complete. Tree clearing has occurred and now excavation and restoration remains.

PROJECT: PLYMOUTH AVENUE FOXBRIAR DRIVE WATER MAIN LOOP

PROJECT DESCRIPTION

The project will loop an existing dead-end water main on Foxbriar Drive into the existing water main on Plymouth Avenue. The water main loop will improve fire flow and water quality for the residential homes and businesses in the area.

PROJECT UPDATE

The water main extension is designed, but a right-of-way/easement issue was encountered. The design calls for the placement of the new water main to be beneath the existing pedestrian path, along the south side of Plymouth Avenue. There is insufficient language to permit the water main to be placed within the existing easement; therefore, a new easement is required. Brads-Ko Engineering and Surveying has completed the easement description. Goshen Legal Department has completed the agreement and the Goshen Engineering Department has acquired the easement.

An INDOT permit will be sought and the project will go to bid in the spring of 2016 for construction in the spring/summer of 2016.

PROJECT: HORN DITCH TWO-STAGE FROM COUNTY ROAD 31 TO COLLEGE AVENUE (C.R. 38)

PROJECT DESCRIPTION

The industrial corridor between Kercher Road and College Avenue has been plagued with flooding from the drainage basin funneled into the Horn Ditch even before development occurred in the area. In 2005, the City and County developed a plan to take the existing ditch banks along Horn Ditch between County Road 31 and College Avenue and widen them to allow for the containment of the 100 year flood. Flood containment eliminates property damages and increasing the value of the industrial land. At the time, consensus between all the property owners could not be obtained and the project was shelved. Plans currently being developed by Supreme Corporation to consolidate operations have initiated new discussion and renewed interest in the two-stage ditch project.

The engineering estimate was \$1.3 million with a total project budget of \$1.7 million dollar being considered for negotiation purposes. Public funding of \$1 million dollars has been developed with another seven hundred thousand to come from private business along Horn Ditch. Businesses that participated in the construction project were offered reimbursement through TIF revenues from new development that occurs in the area.

PROJECT UPDATE

Construction of this project is complete. The next step in this project is to establish the new floodplain boundaries along this ditch corridor. Per an e-mail received from the County Surveyor on 1/04/16, Mr. Doriot is working with DNR to begin the mapping and submittals necessary to redefine the flood plain boundary.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

No development plans are in place for the parcel at this time. The remediation activities are complete at the site and we have received environmental closure.

PROJECT UPDATE

Staff is discussing the property with potential purchasers and will bring a proposal to the Commission at the appropriate time.

PROJECT: GOSHEN INN - 1375 LINCOLNWAY EAST

PROJECT DESCRIPTION

The former Goshen Inn, located at 1375 Lincolnway East, has been vacant for a number of years and has become a blighted property. The property was scheduled to be sold at tax sale by the County, but an agreement between the County and the Goshen Board of Works allowed the County to transfer the property to the City through the issuance of tax sale certificates. This agreement was approved by the Board of Works in May of 2013, but the actual issuance of tax certificates was delayed due to appeals by the property owner.

Although the Board of Works has the authority to sell the property, it must follow the statutory process which requires the property to be sold to the highest bidder. The Redevelopment Commission by statute has much more flexibility to sell property and can establish a request for proposals that includes specific selection criteria. By selling the property through the Redevelopment Commission, project proposals to be more broadly evaluated to determine which proposal has the most positive impact on the community, regardless of the offering price.

PROJECT UPDATE

The City has received the deed for this property and we now have title. Work is being completed to properly secure the building and keep it safe. The Commission has approved the issuance of a Request for Proposals, which was issued in January 2016. Proposal are due prior to the March Redevelopment meeting.

PROJECT: DOWNTOWN UPPER STORY FEASIBILITY STUDY

PROJECT DESCRIPTION

The City of Goshen, Indiana Landmarks and Downtown Goshen Inc. are working together to complete a feasibility study for the development of upper story spaces in the downtown. The Redevelopment Commission has contributed a \$3,000 grant to help fund the project.

PROJECT UPDATE

An intern for Indiana Landmarks has completed an inventory of all upper story spaces in the buildings that face Main Street in the downtown. The feasibility phase of the project is currently underway.
