



GOSHEN REDEVELOPMENT COMMISSION

AGENDA FOR THE REGULAR MEETING OF JUNE 14, 2016

The Goshen Redevelopment Commission will meet on June 14, 2016 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF MINUTES

Executive Session Minutes of April 25, 2016

Regular Meeting and Executive Session Minutes of May 10, 2016

Special Meeting Minutes of June 7, 2016

3. OPEN PROPOSALS

Goshen Inn Redevelopment Project

4. PRESENTATION

The Crossings Subdivision Drainage – GRC Development

5. PUBLIC HEARING

Adoption of Declaratory Resolution to Amend the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area

6. OLD BUSINESS

a. Resolution 58-2016 – Confirming the Declaratory Resolution to Amend the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area

b. Discussion – Review of Unfunded Project Priority Consolidated Rankings for Southeast and Consolidated River Race/US 33 TIF Areas

7. NEW BUSINESS

a. Resolution 59-2016 - Ratify Authorization for Installation of Additional Pavement for Eisenhower Drive North Water Main Extension Project

b. Resolution 60-2016 – Approve Change Order No. 4 with HIS Constructors, Inc. and Ratify Understanding of Compensation with Property Owners for the Wilson Avenue Storm Sewer Phase 1 & Hartzler Canal Bank Stabilization Project

c. Resolution 61-2016 – Approve Change Order #2 with Phend & Brown, Inc. for the South Link Road Project

d. Resolution 62-2016 – Approve Transfer of Funds for Right-of-Way Acquisition for Kercher Road Reconstruction Project from Railroad to Dierdorff Road

e. Resolution 63-2016 – Award Bid and Authorize Negotiations for Construction Engineering Services for Kercher Road Reconstruction Project from Railroad to Dierdorff Road

f. Resolution 64-2016 – Award Bid and Authorize Negotiations for Construction Engineering Services for Northwest Bike Trail Project

g. Resolution 65-2016 – Approve Funding of River Race Drive Temporary Parking Area and Driveway Cut Reconstruction

continued →

- h. Resolution 66-2016 – Approve Lease Agreement with Gleason Industrial Products, Inc. for Semi Trailer Parking
- i. Resolution 67-2016 – Ratify Authorization of Installation of Poles by Middlebury Electric, Inc. for South Link Road Utility Relocation
- j. Resolution 68-2016 – Approve ECCVB Live Work Play Capacity Grant Program Agreement
- k. Resolution 69-2016 – Authorize Negotiation of an Agreement with Kermida for Asbestos Assessment for former Goshen Inn Property
- l. Resolution 70-2016 – Authorize Negotiation of an Agreement with TecServ Environmental for an Asbestos Assessment for 311 East Kercher Road
- m. Resolution 71-2016 – Authorize Execution of Agreement Amendment #2 with Abonmarche Consultants, Inc. for the Steury Avenue/Lincoln Avenue Roadway Reconstruction & Drainage Improvement Design Project
- n. Resolution 72-2016 – Authorize Negotiation and Execution of Contract Amendment #5 with RGB Sales, LLC to include Canal Bank Restoration at the Millrace Neighborhood, LLC Site
- o. Resolution 73-2016 – Ratify Authorization for Additional Work to Jarrett Building (Joanna’s Restaurant) for South Link Road Project
- p. Discussion – Powerhouse Request for Proposals

8. APPROVAL OF REGISTER OF CLAIMS

9. MONTHLY REDEVELOPMENT STAFF REPORT

10. OPEN FORUM

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

11. ANNOUNCEMENTS

Next Regular Meeting – July 12, 2016 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION
MINUTES OF THE EXECUTIVE SESSION HELD APRIL 25, 2016

CALL TO ORDER / ROLL CALL

The Goshen Redevelopment Commission met in an executive session on April 25, 2016 at the conclusion of the Commission's special meeting at 6:00 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 President Tom Stump. 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, Thomas Stump and Adam Scharf

Absent: Cathie Cripe, Vince Turner and Brett Weddell

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 7:15 p.m.

APPROVED on June 14, 2016.

Goshen Redevelopment Commission

Thomas W. Stump, President

Laura Coyne, Secretary



GOSHEN REDEVELOPMENT COMMISSION

MINUTES OF THE REGULAR MEETING HELD MAY 10, 2016

CALL TO ORDER / ROLL CALL

The Goshen Redevelopment Commission met in a regular meeting on May 10, 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 Commission President Thomas Stump. 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, Adam Scharf, Thomas Stump and Brett Weddell

Absent: Vince Turner and Cathie Cripe

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Scharf to approve the minutes of the Regular Meeting and Executive Session of April 12, 2016. The motion was adopted unanimously.

A motion was made by Commissioner Scharf and seconded by Commissioner Coyne to approve the minutes of the Special Meeting of April 25, 2016. The motion was adopted unanimously.

A motion was made by Commissioner Scharf and seconded by Commissioner Weddell to postpone approval of the minutes of the Executive Session of April 25, 2016 until the June meeting. The motion was adopted unanimously.

PRESENTATION

Michael Dickens distributed a packet to the Commission regarding the proposed Central Park Goshen, a copy of which is placed in the minute book following these minutes. Mr. Dickens indicated that they were looking at the real estate on the west side of the millrace across from the Hawks building as a possible location for the recreation facilities which could include an ice skating facility and a concert venue. He also explained that they are applying to Regional Cities for funding, and if that funding is awarded, then the City would be obliged to provide 20% matching funds (estimated to be \$1.2 million) which could be in the form of infrastructure or land. Mr. Dickens and Jonathan Weiland entertained questions from Commission members.

PUBLIC HEARING

Commission President Stump opened the public hearing on the proposed lease to be entered into between the Goshen Redevelopment Authority and the Goshen Redevelopment Commission for the Goshen Theater project. No one from the public or the Commission spoke. Commission President Stump closed the public hearing.

OLD BUSINESS

- a. **Resolution 45-2016 – Approval of Lease Agreement with Goshen Redevelopment Authority for the Goshen Theater Project**

Todd Samuelson of HJ Umbaugh & Associates stated the lease agreement sets forth the parameters of the proposed financing for the Goshen Theater project. Mr. Samuelson indicated that the lease rental payments state a maximum

annual amount of \$700,000 which is a safe amount at this stage in the process. The actual amount will be determined subsequent to the bonds being issued for the project. City Attorney Barkes also stated that there would be three more approvals required by the Commission for this project prior to the bonds being issued.

After further discussion, a motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 45-2016. The motion was adopted unanimously.

b. Resolution 39-2016 – Extension of Lease Agreement

Mark Brinson stated that Falling Waters, LLC was supposed to apply for and obtain the permits necessary to generate power at the powerhouse by January 1, 2016; however, the final permits were not obtained. Falling Waters, LLC has an alternate plan to locate the turbines inside the powerhouse and would like Redevelopment to extend the term of the lease agreement. It is the staff's recommendation that the lease be terminated.

David Snyder of Falling Waters, LLC requested that the lease remain in place and be amended to be able to use the inside of the powerhouse to locate turbines and generator. Mr. Snyder indicated that power would be generated inside 18 months.

After further discussion on the use of the interior of the powerhouse building, whether to extend the term of the lease, and whether the Commission should request new proposals, a motion was made by Commissioner Scharf and seconded by Commissioner Coyne to pass Resolution 36-2016 by denying Falling Waters, LLC's request to extend the lease agreement. The motion was adopted unanimously.

c. Resolution 46-2016 – Ratify Execution of an LPA Consulting Contract with DLZ Indiana, LLC for Preliminary Engineering and Right of Way Engineering for the Kercher Road Project from Dierdorff Road to Firethorn Drive

Civil City Engineer Mary Cripe explained that this agreement was for the Kercher Road Reconstruction Project between Dierdorff Road and US 33. The compensation to DLZ Indiana, LLC under the agreement is \$384,870 which includes design engineering, right-of-way engineering, and construction services. The project will be funded with 80% STP funds and 20% local funds, but the City will be required to have 100% of the funds available upfront and then be reimbursed by the State.

A motion was made by Commissioner Weddell and seconded by Commissioner Scharf to approve Resolution 46-2016. The motion was adopted unanimously.

d. Resolution 47-2016 – Approve and Authorize Execution of Agreement Amendment No. 2 with DLZ Indiana, LLC for the Northwest Bike Trail Phase II

Civil City Engineer Mary Cripe stated that the amendment with DLZ Indiana, LLC was necessary because additional work is required to extend the path over a culvert on Bashor Road at Leedy Ditch and the modified alignment along County Road 17 to US 33 requires additional topographical surveying, environmental documents and permitting. The additional \$115,715 compensation is not included in the federal participation and will be 100% locally funded.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 47-2016. The motion was adopted unanimously.

e. Discussion – Parking Options for 313 S. 3rd Street

Civil City Engineer Mary Cripe inquired with the Commission about whether to construct a temporary parking lot between Third Street and River Race Drive south of Jefferson Street which would consist of 20 parking spaces by using asphalt millings from US 33. The cost would be approximately \$10,000 to \$20,000. Reith Riley would haul the millings to the site, and the City Street Department has the equipment to remove the top soil, grade and roll the millings. After discussion, Commissioner Stump asked if the Commission had any objection to having this work done. No one objected.

NEW BUSINESS

a. **Resolution 48-2016 – Ratify Execution of Lease Agreements for Use of the Powerhouse and Execution of Indemnity Agreements for Use of Real Estate located on West Side of Millrace Canal**

Community Development Director Mark Brinson stated this resolution was to ratify the execution of the eight lease agreements for the use of the Powerhouse and three indemnity agreements for use of the area on the west side of the canal.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 48-2016. The motion was adopted unanimously.

b. **Resolution 49-2016 – Ratify Execution of Contract with Stiver Lawn Group, Inc., d/b/a Stiver’s Lawn Care for Lawn Mowing Services of Redevelopment-Owned Properties**

Project Manager Becky Hershberger reported that the City received bids for mowing of several properties owned by Redevelopment, and a contract was entered into with Stiver Lawn Group, LLC so they could proceed with the mowing. The cost is \$17,950 to mow 21 different properties for the season, and a flat rate per mowing was provided for 7 other properties.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 49-2016. The motion was adopted unanimously.

c. **Resolution 50-2016 – Approve Amendment of Redevelopment Commission 2016 Regular Meeting Schedule**

Community Development Director Mark Brinson stated the purpose of the resolution was to move the starting time for regular meetings of the Commission from 4 pm to 3 pm for the remainder of the year.

A motion was made by Commissioner Coyne and seconded by Commissioner Weddell to approve Resolution 50-2016. The motion was adopted unanimously.

d. **Resolution 51-2016 – Ratify Execution of Contract Amendment #4 with RGB Sales, LLC for Brownfield Remediation Services at 317 West Douglas Street**

Project Manager Becky Hershberger reported that it was necessary to remove soil and stabilize the site in order to get unrestricted residential use of the site. The additional cost for this work was \$2,775.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 51-2016. The motion was adopted unanimously.

e. **Resolution 52-2016 – Ratify Execution of an Agreement with Keramida Environmental, Inc. for Updated Phase I Environmental Site Assessment for Millrace Neighborhood, LLC Development Site**

Project Manager Becky Hershberger reported that Millrace Neighborhood, LLC hired Keramida Environmental, Inc. to complete the necessary Phase I Environmental Site Assessment for the site to be acquired from Redevelopment. Regulations state that the Phase I is valid for only 180 days and that transfer of the real estate must occur within that timeframe; however, the Indiana Brownfields Program has not yet prepared the closure documents for the site so Redevelopment can complete the transfer of the real estate. This agreement is to update the Phase I Environmental Site Assessment for a cost of \$2,000 at the City’s expense since the delay was not the fault of the developer.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 52-2016. The motion was adopted unanimously.

f. **Resolution 53-2016 – Ratify Authorization to Perform Additional Work and Fund Payment to Soil Solutions Co. for South Link Road Project**

Civil City Engineer Mary Cripe reported that it was necessary for tree removal work to be completed so that NIPSCO could relocate poles for the project.

A motion was made by Commissioner Weddell and seconded by Commissioner Scharf to approve Resolution 53-2016. The motion was adopted unanimously.

g. Resolution 54-2016 – Approve and Authorize Execution of Change Order No. 1 with Phend & Brown, Inc. for the South Link Road Project

Civil City Engineer Mary Cripe stated that Phend & Brown submitted an alternate proposal to install 14 inch pipe piling for an additional cost of \$16,723.20 instead of the H piling as was specified indicating that there was a high probability of major overruns if H piles were used.

The Commission requested Mary follow up with the original design consultant (JPR) to discuss compensation since their design has been deemed inadequate.

After discussion, a motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 54-2016. The motion was adopted unanimously.

h. Resolution 55-2016 – Authorize Issuance of Request for Proposals for 613 S. Third Street, 621 S. Third Street, and 627 S. Third Street, Goshen

City Attorney Larry Barkes stated that it had come to his attention that the State Legislature passed legislation which prohibited a Redevelopment Commission from owning or leasing a single-family dwellings for the purpose of leasing the dwelling; however, the Commission could own the real estate in the capacity of a land bank. It is acceptable for the Commission to acquire properties for a project and rent in until such time as the project is completed.

Commission President Stump suggested that the Commission wait until the private redevelopment projects are substantially complete and then bring the matter back for approval.

After discussion on whether to retain the three Third Street properties, a motion was made by Commissioner Weddell and seconded by Commissioner Scharf to approve Resolution 55-2016. On call of the roll the motion was carried by the following vote:

Ayes: Scharf

Nays: Coyne, Weddell and Stump

The motion to approve Resolution 55-2016 was defeated.

i. Resolution 56-2016 – Ratify Execution of Change Order No. 1 with C & E Excavating, Inc. for Eisenhower Drive North Water Main Extension Project – Phase II

Utilities Engineer Dustin Sailor reported that C & E Excavating, Inc. performed additional saw cutting along Eisenhower Drive for a concrete approach for an additional cost of \$805, and the Street Department paved the asphalt.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 56-2016. The motion was adopted unanimously.

j. Resolution 57-2016 – Authorize Negotiation and Execution of Agreement Amendment No. 2 to the Agreement for the Lease and Development of Real Estate at 315 W. Washington Street with Goshen Brewing Company

Jesse Sensenig, President of Goshen Brewing Company stated that Goshen Brewing Company would like to expand into additional lawn area to serve beer and food, and this area is required to be fenced.

City Attorney Larry Barkes stated that the additional area can be included in the lease agreement, but the Commission can exclude the additional area from the option to purchase at least until they see how it works out.

A motion was made by Commissioner Coyne and seconded by Commissioner Weddell to approve Resolution 57-2016. The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Coyne and seconded by Commissioner Weddell to approve payment of the Register of Claims totaling \$90,348.98. The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

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

Mr. Brinson also reported to the Commission that City staff is applying to the Elkhart County Visitors and Convention Bureau on behalf of the Redevelopment Commission for a 'Live, Work and Play' grant for funding for a three year program (\$50,000 per year) which would be used to help fund the campaign feasibility study to help raise funds for the Goshen Theater project and develop a plan for an arts and culture initiative downtown.

OPEN FORUM

Rob Gentle inquired on behalf of a friend who owns 205 North Second Street as to the Commission's plans or timeline to acquire this property. City Attorney Larry Barks stated that at this stage in the process (amendment of the Economic Development Plan), the Commission is required to identify areas in need of Redevelopment and areas for possible acquisition. The inclusion of this property is a preliminary move by the Commission. Once the redevelopment project gets refined, the Commission will narrow the list of real estate to be acquired.

Commissioner Scharf stated that sometime during the first week of June, IDNR employee Doug Nusbaum has offered to do a site visit along the millrace. Commissioner Scharf will notify members of the time and date of this visit so others can participate if they wish.

ANNOUNCEMENTS

It was announced that a special meeting will be held on Tuesday, June 7, 2016 at 2:00 p.m. in the large conference Room in the City Annex Building.

It was also announced the next regular Redevelopment Commission meeting is scheduled for June 14, 2016 at 3:00 p.m.

ADJOURNMENT

The regular meeting was adjourned at 5:55 p.m.

APPROVED on June 14, 2016.

Goshen Redevelopment Commission

Thomas W. Stump, President

Laura Coyne, Secretary

GOSHEN REDEVELOPMENT COMMISSION

MINUTES OF THE EXECUTIVE SESSION HELD MAY 10, 2016

CALL TO ORDER / ROLL CALL

The Goshen Redevelopment Commission met in an executive session on May 10, 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 President Thomas Stump. 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, Thomas Stump, Adam Scharf and Brett Weddell

Absent: Vince Turner and Cathie Cripe

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 6:30 p.m.

APPROVED on June 14, 2016.

Goshen Redevelopment Commission

Thomas W. Stump, President

Laura Coyne, Secretary



GOSHEN REDEVELOPMENT COMMISSION

MINUTES OF THE SPECIAL MEETING HELD JUNE 7, 2016

CALL TO ORDER / ROLL CALL

The Goshen Redevelopment Commission met in a special meeting on June 7, 2016 at 2:00 p.m. in large conference room of the City Annex Building, 2014 East Jefferson Street, Goshen, Indiana.

The meeting was called to order by Commission President Stump. 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, Thomas Stump, Vince Turner and Brett Weddell

Absent: None

NEW BUSINESS

- a. Discussion – Southeast TIF Project Priorities Ranking for Projects Not Included in Five Year Funding Plan

Mark Brinson, Community Development Director, informed the Commission this ranking process is the first step in preparing the Redevelopment Commission's five year project funding capital plan.

City Staff provided the Commission with brief descriptions and estimated project costs (when available) for the list of projects not included in the project funding plan for the Southeast TIF area. The Commissioners and City Staff then ranked the projects based on their interest and the rankings were gathered to be consolidated and reviewed at a subsequent Commission meeting.

- b. Discussion – Consolidated River Race / US 33TIF Project Priorities Ranking for Projects Not Included in Five Year Funding Plan

City Staff provided the Commission with brief descriptions and estimated project costs (when available) for the list of projects not included in the project funding plan for the Consolidated River Race / US 33 TIF area. The Commissioners and City Staff then ranked the projects based on their interest and the rankings were gathered to be consolidated and reviewed at a subsequent Commission meeting.

Commissioner Coyne left the meeting during this portion of the meeting.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Turner and seconded by Commissioner Weddell to approve payment of the Register of Claims totaling \$293,621.96. The motion was adopted unanimously.

OPEN FORUM

No one from the Commission spoke during the open forum. Dustin Sailor, City Utilities Engineer, informed the Commission that the Engineering Department has received two more applications for the sidewalk program downtown. One is for a sidewalk where there is no vault, however, the other is for a sidewalk where there is a vault underneath. Mr. Sailor expressed his concern with the City participating in the construction of a sidewalk over a vault and the Commissioners shared his concern. The consensus was that the City program should not be utilized unless the vaults are being filled.

ANNOUNCEMENTS

It was announced the next regular Redevelopment Commission meeting is scheduled for June 14, 2016 at 3:00 p.m.

ADJOURNMENT

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

APPROVED on June 14, 2016.

Goshen Redevelopment Commission

Thomas W. Stump, President

Laura Coyne, Secretary

NOTICE OF EXTENSION OF REQUEST FOR PROPOSALS

Goshen Inn Redevelopment Project

The City of Goshen, through its Redevelopment Commission (Redevelopment) is requesting proposals to purchase two parcels of real estate within the corporate limits of the City of Goshen. **Proposals may be submitted to purchase one or both parcels.**

The Goshen Redevelopment Commission received one qualifying written proposal for this project on March 8, 2016, however that qualifying proposal has since been withdrawn. Parties wishing to submit a written proposal may do so until June 14, 2016 at 12:00 pm. A written offer submitted by a trust (as defined in IC 30-4-1-1(a)) must identify the beneficiary of the trust and the settlor empowered to revoke or modify the trust.

Written proposals shall be submitted to Mark Brinson, Community Development Director, at 204 E. Jefferson Street, Goshen, Indiana. The Commission will then open and consider all written offers received at their regularly scheduled public meeting on June 14, 2016 at 4:00 pm in the City Courtroom/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

Interested respondents should contact the following for a Request for Proposal package.

Mark Brinson, Community Development Director
Goshen Redevelopment Commission
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528
574-537-3824
markbrinson@goshencity.com

**Notice of Adoption of Declaratory Resolution to Amend the Economic Development Plan
for the Consolidated River Race/US 33 Economic Development Area
and Notice of Public Hearing**

The Goshen Redevelopment Commission adopted Declaratory Resolution 42-2016 on April 12, 2016 to amend the Economic Development Plan (Plan) for the Consolidated River Race/US 33 Economic Development Area. The proposed amendment to the Plan consolidates the list of projects from all previously approved Economic Development Plans that have not been completed, and identifies additional development and/or redevelopment projects that are proposed to be undertaken by the Redevelopment Commission. The proposed amendment also consolidates the lists of previously identified real estate to be acquired, and identifies additional parcels of real estate to be acquired. The amendment does not modify the previously approved boundaries of the Consolidated River Race/US 33 Economic Development Area. The Plan contains maps of the Consolidated River Race/US 33 Economic Development Area and is available for inspection at the Goshen Redevelopment Department at 204 East Jefferson Street, Suite 2, Goshen, Indiana.

Written remonstrances and objections to the proposed amendment of the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area can be filed with the Goshen Redevelopment Department at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528 until 12:00 p.m. on June 14, 2016.

The Goshen Redevelopment Commission, at a meeting on June 14, 2016 at 3:00 p.m., will hold a public hearing to receive and hear all remonstrances and objections from persons interested in or affected by the proposed amendment to the Plan. The hearing will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana. After considering the evidence, the Redevelopment Commission will determine the public utility and benefit of the proposed projects set forth in the Plan, and will take final action on the resolution.

RESOLUTION 58-2016

Confirming the Declaratory Resolution to Amend the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area

WHEREAS the Goshen Redevelopment Commission adopted Declaratory Resolution 42-2016 to Amend the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area on April 12, 2016, a copy of which is attached to this Resolution;

WHEREAS pursuant to Indiana Code § 36-7-14-16(a), the Goshen Plan Commission has determined that the Declaratory Resolution and the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area conform to the City of Goshen's Comprehensive Plan and has issued a written order approving the Declaratory Resolution and the Economic Development Plan;

WHEREAS pursuant to Indiana Code § 36-7-14-16(b), the Goshen Common Council has approved the Plan Commission's written order;

WHEREAS pursuant to Indiana Code § 36-7-14-17, Indiana Code § 36-7-14-17.5 and Indiana Code § 5-3-1, a notice of the adoption and substance of the Declaratory Resolution and a notice of public hearing on the proposed amendment has been published and filed with all appropriate departments, offices, bodies, affected neighborhood associations, and persons owning real estate that have been added to the proposed acquisition list; and

WHEREAS the Commission has conducted a hearing at which the Commission received and heard all remonstrances and objections from persons interested in or affected by the proposed amendment.

The Goshen Redevelopment Commission NOW FINDS that after considering evidence at presented at the public hearing, it will be of public utility and benefit to the Goshen community to proceed with the projects related to the development and/or redevelopment of the Consolidated River Race/US 33 Economic Development Area as set forth in amended Economic Development Plan. The benefit to the community will be able to be measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base, and other similar public benefits.

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

1. Declaratory Resolution 42-2016 to Amend the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area, a copy of which is attached to this Resolution, is confirmed and approved in all respects.
2. This Resolution shall be effective as of its date of adoption.
3. The Secretary of the Commission is directed to record this Resolution Confirming the Declaratory Resolution to Amend the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area with the Elkhart County Recorder.

PASSED and ADOPTED by the Goshen Redevelopment Commission on June 14, 2016.

Thomas W. Stump, President

Laura Coyne, Secretary

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Thomas W. Stump and Laura Coyne, the President and Secretary, respectively, of the Goshen Redevelopment Commission, and acknowledged the execution of the foregoing instrument on June 14, 2016.

WITNESS my hand and official seal.

Shari L. Bontrager, Notary Public
 Resident of Elkhart County
 My Commission Expires March 8, 2017

This instrument was prepared by Shannon Marks, Legal Compliance Administrator, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

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

RESOLUTION 42-2016

Declaratory Resolution to Amend the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area

WHEREAS to promote the assessment, planning, replanning, remediation, development, and redevelopment of an area within the City of Goshen, the Goshen Redevelopment Commission (Commission) previously established an economic development area identified as the Consolidated River Race/US 33 Economic Development Area.

WHEREAS to Commission believes it is reasonable and appropriate to amend the Economic Development Plan to consolidate all previously approved Economic Development Plans into a single Economic Development Plan, and identify additional development and/or redevelopment projects to be undertaken by the Commission that are in or will serve the Consolidated River Race/US 33 Economic Development Area.

The Goshen Redevelopment Commission NOW DECLARES AND FINDS that:

1. The Commission has been presented with an amended Economic Development Plan (Plan) for the development and/or redevelopment of the Consolidated River Race/US 33 Economic Development Area, a copy of which is attached to this Resolution.
2. The implementation of the Plan will promote significant opportunities for the gainful employment of the citizens of Goshen, may attract new business enterprises to the City of Goshen, or retain or expand business enterprises in the City of Goshen.
3. The capital improvements outlined in the Plan will not be accomplished by regulatory processes or by the ordinary operation of private enterprise without resorting to the powers allowed under sections 41 and 43 of Indiana Code § 36-7-14 because of the lack of local public improvements, the lack of funding for needed improvements, the existence of improvements or conditions that lower the value of land below that of nearby land, multiple ownership of land, or other similar conditions.
4. The accomplishment of the Plan will benefit the public health and welfare of the Goshen community by the acquisition and redevelopment of the area as a redevelopment project area.

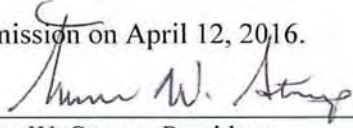
5. The accomplishment of the Plan will be a public utility and benefit to the Goshen community. The benefit to the community will be able to be measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base, or other similar public benefits.
6. The amended Plan for the Consolidated River Race/US 33 Economic Development Area conforms to other development and/or redevelopment plans for the City of Goshen, including the City of Goshen's Comprehensive Plan.
7. This amendment is reasonable and appropriate when considered in relation to the original Economic Development Plan and the purposes of Indiana Code § 36-7-14.
8. It is the intent of the Commission that the amendment of the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area occur without modifying the previously established boundaries, allocation provisions, base assessed values, base assessment dates, or the manner in which tax increment is calculated for the real estate currently included in the Consolidated River Race/US 33 Economic Development Area.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission DECLARES as follows:

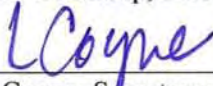
1. It will be of public utility and benefit to amend the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area. The amended Plan, a copy of which is attached to this Resolution, is approved.
2. The boundaries of the Consolidated River Race/US 33 Economic Development Area were established by Declaratory Resolution 06-2013 and Confirmatory Resolution 17-2013, and previously enlarged by Declaratory Resolution 66-2013 and Confirmatory Resolution 80-2013. The boundaries of the Consolidated River Race/US 33 Economic Development Area are not modified as a result of this amendment. A map of the Consolidated River Race/US 33 Economic Development Area is included in the amended Plan as Exhibit A.
3. The Department of Redevelopment may undertake any and all activities necessary to accomplish the Plan in accordance with Indiana Code § 36-7-14 and 36-7-25 and as authorized by the Commission.
4. This amendment of the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area is subject to:
 - a. The Goshen Plan Commission making a determination that this resolution and the amended Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area conform to the City of Goshen's Comprehensive Plan and issuing a written order approving this Resolution and the Plan.
 - b. The Goshen Common Council approving the Plan Commission's written order.
 - c. The Goshen Redevelopment Commission publishing notice and holding a public hearing to receive and hear remonstrances and objections from interested persons, and then taking final action confirming the Resolution.

5. This Resolution shall be effective as of its date of adoption.

PASSED and ADOPTED by the Goshen Redevelopment Commission on April 12, 2016.



 Thomas W. Stump, President



 Laura Coyne, Secretary

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Thomas W. Stump and Laura Coyne, the President and Secretary, respectively, of the Goshen Redevelopment Commission, and acknowledged the execution of the foregoing instrument on April 12, 2016.

WITNESS my hand and official seal.

County of residence: Elkhart

My commission expires: 3-8-17





 Notary Public
 Printed: Shari L. Bontrager

This instrument was prepared by Shannon Marks, Legal Compliance Administrator, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

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

Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area and Allocation Area

(April 2016)

Purpose and Introduction

This document is the Economic Development Plan (Plan) for the Consolidated River Race/US 33 Economic Development Area. This Plan is intended to be a single, consolidated plan for the development and/or redevelopment of the Consolidated River Race/US 33 Economic Development Area. The Plan includes new projects and all projects that have not yet been completed from previously approved Plans. The Plan also includes a list of additional parcels of real estate proposed to be acquired and all parcels that have not yet been acquired from previously approved Plans.

Description of Consolidated River Race/US 33 Economic Development Area

The boundaries of the Consolidated River Race/US 33 Economic Development Area as established by Declaratory Resolution 06-2013 and Confirmatory Resolution 17-2013, and enlarged by Declaratory Resolution 66-2013 and Confirmatory Resolution 80-2013 are not modified as a result of the amendment of this Plan. A map of the Consolidated River Race/US 33 Economic Development Area is attached as Exhibit A.

Plan Objectives

The Goshen Redevelopment Commission's (Commission) goals are to enhance the economic health and diversity of the City of Goshen by addressing the underutilization of land and the barriers to its development. In particular, it is the goal of this Plan to facilitate and encourage economic development and new private investment and development in the area. The implementation of this Plan is a public and governmental function that cannot be accomplished through the ordinary operation of private enterprise or by regulatory process because of the lack of local public infrastructure improvements and the cost of providing such infrastructure improvements. Further, the Commission finds that the implementation of this Plan will benefit the public health and welfare of the City of Goshen by providing needed local public infrastructure improvements in the area which, in turn, will promote new private development. With this new development, the Plan is designed to attract new or expand existing private business enterprises in the City of Goshen, increase and enhance job opportunities for the gainful employment of the citizens of the City of Goshen and Elkhart County, and increase the City of Goshen's property tax base.

Plan Description

This Plan is a consolidation of all previously approved Economic Development Plans for the Consolidated River Race/US 33 Economic Development Area, including the Economic Development Plans under the former River Race Corridor Economic Development Area, North US 33 Economic Development Area, and Downtown Economic Development Area. It is the intent of this Plan to retain previously identified projects from previously approved Plans to the extent that such projects have not otherwise been completed. This Plan also identifies additional development and/or redevelopment projects to be undertaken by the Commission.

For each infrastructure project described below, the Commission may fund the costs of real estate acquisition, engineering costs, architectural fees, surveying costs, title fees, design costs, legal costs, accounting costs, financing costs, costs of permits, licenses, approvals or other similar costs in addition to the costs of construction of improvements.

The projects for the Consolidated River Race/US 33 Economic Development Area are set forth below. All new projects as a result of this amendment are designated with a “*”.

1. *Renovation or rehabilitation of the Goshen Theater building.
2. *Construction of a community center and/or amphitheater.
3. *Demolition of structures and construction of any public infrastructure improvement necessary or desirable to promote development of the former Goshen Inn and Conference Center and former Bread and Chocolate site at 1375 Lincolnway East.
4. *Demolition of structures and construction of any public infrastructure improvement necessary or desirable to promote development of real estate generally located north of Lincoln Avenue, east of the Elkhart River, south of Pike Street, west of Second Street, south of Clinton Street, and west of Third Street, including the site of the former Elkhart County Jail, including streets, intersection improvements, traffic control devices, bridges, water mains, sewer mains, lift stations, underground utility conduits, public utilities, street lights, sidewalks, bicycle paths, public fire hydrants, storm drainage facilities and landscaping.
5. *Demolition of structures and construction of any public infrastructure improvement necessary or desirable to promote development of real estate generally located north of Pike Street, south of the railroad, east of Third Street, and west of Main Street, including streets, intersection improvements, traffic control devices, bridges, water mains, sewer mains, lift stations, underground utility conduits, public utilities, street lights, sidewalks, bicycle paths, public fire hydrants, storm drainage facilities and landscaping.
6. *Demolition of structures and construction of any public infrastructure improvement necessary or desirable to promote development of real estate generally located north of area approximately 200 feet south of Monroe Street, south of Washington Street, east of River Race Drive, and west of Third Street, including streets, intersection improvements, traffic control devices, bridges, water mains, sewer mains, lift stations, underground utility conduits, public utilities, street lights, sidewalks, bicycle paths, public fire hydrants, storm drainage facilities and landscaping.
7. Construction of pedestrian/bicycle trails. This shall include projects at the following location(s):
 - a. *Northwest Bike Trail generally located from existing trail on Bashor Road and north to commercial area along US 33/Elkhart Road.
 - b. *Connection of Central City Trail to Monroe Street Trail.
 - c. *Plymouth Avenue from Third Street to Indiana Avenue.
 - d. Adjacent to US 33/Elkhart Road to the northwestern city limits.
 - e. 9th Street from College Avenue to Purl Street.
8. Construction of sidewalk improvements. This shall include projects at the following location(s):
 - a. *Bashor Road at US 33/Elkhart Road.
 - b. Plymouth Avenue from Main Street to US 33/Lincolnway East.
 - c. Purl Street from Main Street to 10th Street.

- d. Purl Street from Main Street to River Race Drive.
 - e. Plymouth Avenue from Main Street to Third Street.
 - f. South side of Lincoln Avenue in the east 100- and 200-blocks.
9. Construction of public parking areas. This shall include projects at the following location(s):
 - a. *North of area approximately 200 feet south of Monroe Street, south of Washington Street, east of River Race Drive, and west of Third Street (depending on development), but specifically including area north of Madison Street and south of Jefferson Street.
 - b. *North of Plymouth Avenue, south of Douglas Street, east of the railroad, and west of 10th Street (depending on potential development).
 - c. *North of Clinton Street, south of Pike Street, east of the Elkhart River, and west of New Street (depending on potential development).
 - d. *North of Pike Street, south of the railroad, east of Third Street, and west of Main Street (depending on potential development).
 10. Construction of road improvements. This shall include projects at the following location(s):
 - a. *Lincoln Avenue from railroad to eastern city limits.
 - b. *River Race Drive from Jefferson Street to Washington Street, including east/west alleys extending to Third Street.
 - c. *Steury Avenue.
 - d. 9th Street from College Avenue to Purl Street.
 - e. Logan Street.
 11. Construction of intersection improvements. This shall include projects at the following location(s):
 - a. 10th Street and College Avenue.
 - b. 9th Street and New York Street.
 - c. 9th Street and Burdick Street.
 - d. 9th Street and Jackson Street.
 - e. 9th Street and Reynolds Street.
 - f. 10th Street and Reynolds Street.
 12. Alter or eliminate Chicago Avenues access to US 33/Elkhart Road.
 13. Modify Beaver Lane railroad crossing.
 14. Reconfigure 10th Street and College Avenue as gateways into Goshen College.
 15. Create a Quiet Zone from Goshen College to downtown, including the construction of gates and safety measures along Norfolk Southern Marion Line railroad.
 16. Installation or repair of street lights or other lighting needed for safety or security in public right-of-way.
 17. Engineer and construct repairs to the Mill Race that are necessary to stabilize the race, to increase the water flow through the race and to improve the aesthetics of the race, race banks and the surrounding area to complement the overall development of the area. This includes the construction of new areas to reduce silt deposits and vegetation in the Mill Race.
 18. Landscaping projects on publically-owned real estate, including planting trees, bushes and flowers, installing planters, and removal of existing landscaping.

19. Improve streetscape along 9th Street from College Avenue to Lincoln Avenue.
20. Purchase and demolition of all billboards, specifically including billboards adjacent to US 33/Elkhart Road from the corporate limits of the City of Goshen on the north and Reliance Road on the south.
21. Construction of a visitor information center and installation of related signage in the downtown.
22. Construction of public parks on publically-owned real estate.
23. *Construction or installation of trailhead improvements near Powerhouse, including canoe launch.
24. Construction of a water tower within the Consolidated Economic Development Area or, to the extent permitted by Indiana law, serving the Consolidated Economic Development Area.
25. Construction of water mains where there are no existing water mains or where additional water mains are needed to improve water quality or pressure.
26. Replacement of water mains where the water mains are in need of replacement because of age, size, condition or obsolescence.
27. Construction of sewer mains and lift stations where there are no sewer mains.
28. Replacement of sewer mains or lift stations that are in need of replacement due to age, size, condition or obsolescence.
29. Construction of stormwater retention facilities, stormwater detention facilities and stormwater mains where there are not such facilities or where such facilities are inadequate because of age, size, condition or obsolescence. This shall include projects at the following location(s):
 - a. *Along 9th Street corridor.
 - b. Near Steury Avenue and East Lincoln Avenue.
30. Construction or repair of public streets, sidewalks and curbs.
31. Installation of information technology infrastructure where no such infrastructure exists or the existing infrastructure is inadequate due to age, size, condition or obsolescence.
32. Burying of power lines.
33. Conduct environmental assessments of the real estate that the Commission seeks to acquire.
34. Remediate any contamination on the real estate acquired so that the real estate is suitable for the Commission's intended uses.
35. Improvement of real estate owned by Redevelopment within the Consolidated River Race/US 33 Economic Development Area.
36. Reimburse the City of Goshen for expenditures made by it for local public improvements in or serving the Consolidated River Race/US 33 Economic Development Area.

37. Construction of any public infrastructure improvement necessary or desirable to promote development of real estate within the Consolidated River Race/US 33 Economic Development Area including streets, intersection improvements, traffic control devices, bridges, water mains, sewer mains, lift stations, underground utility conduits, public utilities, street lights, sidewalks, pedestrian/bicycle paths, public fire hydrants, storm drainage facilities and landscaping.

Acquisition of Real Property

Once plans for public infrastructure improvements are finalized, it is anticipated that it will be necessary to acquire easements or rights-of-way to accommodate certain projects identified in this Plan. It is believed that the needed easements and rights-of-way can be obtained from the real estate owners who will benefit from the projects. If required easements and rights-of-way are not acquired by gift or dedication, a particular project may have to be abandoned or the needed easements or rights-of-way acquired by eminent domain by the City of Goshen under Indiana Code § 32-24 and other applicable statutory provisions for the exercise of the power of eminent domain.

In the event the real estate is acquired by purchase (excluding eminent domain), the price to be offered by the Commission to the property owner may not exceed the amount established by the appraisals required under Indiana Code § 36-7-14-19.

1. The Commission previously approved the possible acquisition of all parcels of real estate to facilitate the redevelopment of the area north of Monroe Street, south of Washington Street, east of the Mill Race, and west of Third Street with the following *exceptions*:
 - a. 212 West Washington Street (Farmers Market, owned by Peterson Weaver LLC and consisting of two (2) parcels containing approximately 1.6 acres).
 - b. 208 West Washington Street.
2. The Commission previously approved the possible acquisition of all parcels of real estate between Third Street and the first north/south alley west of Third Street between Monroe Street and Douglas Street as such real estate becomes available for purchase. In making the determination, the Commission will consider the reasonableness of the purchase price and the funding available to the Commission.
3. The Commission previously approved the possible acquisition of the following parcels of real estate to facilitate the redevelopment of the area north of Madison Street, south of Washington Street, east of River Race Drive, and west of Third Street:
 - a. 211 South Third Street (Crowder Law Office), Mark S. Crowder and Patricia L. Crowder (20-11-09-413-007.000-015) - a portion immediately adjacent to the alley.
 - b. 210 West Washington Street (Elaine Bigler, Chiropractor), Robert S. Schmeltz and Elaine K. Schmeltz (20-11-09-413-003.000-015) - entire parcel.
 - c. 317-321 South Third Street (Stewart Title), HIN Building Account (20-11-09-452-009.000-015; 20-11-09-452-010.000-015; 20-11-09-452-011.000-015) - a portion immediately adjacent to the alley.

4. The Commission previously approved the possible acquisition of the following parcels of real estate to facilitate the redevelopment of the area north of Pike Street, south of the railroad, east of Third Street, and west of Main Street:
 - a. 319 North Main Street, Ronald Davidhizar E. (20-11-09-259-014 .000-015)
 - b. 305 North Main Street, Fraternal Order of Eagles Aerie # 1526 (20-11-09-259-029.000-015)
 - c. 301 North Main Street, Gafill Projects, Inc. (20-11-09-259-020.000-015)
 - d. 109 West Pike Street, Roger Cripe (20-11-09-259-019.000-015)
 - e. 111 West Pike Street, Kent Yoder Real Estate, Inc. (20-11-09-259-009.000-015)
 - f. 115 West Pike Street and vacant lots behind, Kent Yoder Real Estate, Inc. (20-11-09-259-022.000-015; 20-11-09-259-024.000-015; 20-11-09-259-026.000-015; 20-11-09-259-030.000-015; 20-11-09-259-032.000-015)

5. The Commission is proposing to acquire 216 South Main Street (20-11-09-415-005.000-015) from Goshen Theater, Inc.

6. The Commission is proposing to acquire the following parcels of real estate to facilitate the redevelopment of the area generally located north of Lincoln Avenue, east of the Elkhart River, south of Pike Street, west of Second Street, south of Clinton Street, and west of Third Street:
 - a. 422½ West Pike Street, Dispennett Douglas L (20-11-09-184-001.000-015)
 - b. 420 West Pike Street, Dispennett Douglas L (20-11-09-184-002.000-015)
 - c. 418 West Pike Street, Dispennett Douglas L & Genya (20-11-09-184-003.000-015)
 - d. 416 West Pike Street, Dispennett Douglas & Genya J (20-11-09-184-004.000-015)
 - e. 414 West Pike Street, Dispennett Douglas & Genya J (20-11-09-184-005.000-015)
 - f. 412 West Pike Street, Dispennett Douglas & Genya J (20-11-09-184-006.000-015)
 - g. North Pleasant Avenue, Dispennett Douglas L (20-11-09-184-007.000-015)
 - h. 215 Pleasant Avenue, Dispennett Douglas L (20-11-09-184-008.000-015)
 - i. 211 Pleasant Avenue, Dispennett Douglas & Genya J (20-11-09-184-009.000-015)
 - j. 212 Pleasant Avenue, Dispennett Douglas L (20-11-09-184-010.000-015)
 - k. 207 Pleasant Avenue, Dispennett Douglas & Genya J (20-11-09-184-011.000-015)
 - l. West Pike Street, Dispennett Douglas L (20-11-09-185-001.000-015)
 - m. 410 West Pike Street, Arnovitz Family Ltd (20-11-09-185-002.000-015)
 - n. 211 New Street, Dispennett Douglas L (20-11-09-185-003.000-015)
 - o. West Pike Street, State of Indiana (20-11-09-185-006.000-015) - entire parcel or a portion
 - p. 219 North Second Street, Quality Properties LLC (20-11-09-262-003.000-015)
 - q. 217 North Second Street, Stover Tommy a & Donna L (20-11-09-262-004.000-015)
 - r. 216 New Street, Hershberger Rentals LLC (20-11-09-262-005.000-015)
 - s. 214 New Street, Kieper Fred D & Kimberly S Ten by Ent (20-11-09-262-006.000-015)
 - t. 212 New Street, Baltazar Investments LLC (20-11-09-262-007.000-015)
 - u. 208 New Street, Troyer Martin Paul & Kris Teena Troyer (20-11-09-262-009.000-015)
 - v. 206 New Street, Troyer Martin Paul & Kris T (20-11-09-262-010.000-015)
 - w. 309 West Clinton Street, Troyer Martin Paul & Kris T (20-11-09-262-011.000-015)
 - x. 213 North Second Street, Salazar Samuel & Beatrice (20-11-09-262-012.000-015)
 - y. 209 North Second Street, Troyer Martin Paul & Kris Teena, Attn: Miller Leroy (20-11-09-262-013.000-015)
 - z. 207 North Second Street, Marks Kevin R & Virginia Mae (20-11-09-262-014.000-015)
 - aa. 205 North Second Street, Bonham Virgil R & Jennifer S (20-11-09-262-015.000-015)
 - bb. 203 North Second Street, Handrich Trisha (20-11-09-262-016.000-015)
 - cc. 201 North Second Street, Hanes Joe R & Kimberly S (20-11-09-262-017.000-015)

- dd. West Lincoln Avenue, ALR Inc c/o Larry Renbarger (20-11-09-327-012.000-015)
 - ee. West Lincoln Avenue, ALR Inc c/o Larry Renbarger (20-11-09-327-013.000-015)
 - ff. 301 West Lincoln Avenue, Bushwood LLC (20-11-09-402-009.000-015)
7. In addition to the real estate acquisition listed above, it is anticipated that portions of certain parcels of real estate will be acquired to accommodate certain infrastructure projects identified in this Plan. Redevelopment may provide all or a portion of the funding for such acquisition, but it is anticipated that the acquisition of these parcels will be made by City of Goshen in manner that City normally acquires real estate and/or right-of-way for infrastructure projects.
 8. Redevelopment may purchase the right to remove certain billboards within the Consolidated River Race/US 33 Economic Development Area. It is hoped that the billboards can be eliminated without Redevelopment acquiring the real estate upon which the billboard is located. In certain instances, however, acquisition of the real estate may be necessary.
 9. The Commission will allow residents of any real estate acquired a minimum of one hundred twenty (120) days to relocate, if needed.

Plan Cost Estimate

The total cost to accomplish the projects that have been added to the Plan and to acquire the additional real estate is estimated to be \$17,000,000.

Plan Financing

It is the intention to fund the Plan from the use of tax increment proceeds resulting from the increase in the assessed valuation of new private development in the Consolidated River Race/US 33 Economic Development Area. Other funding sources may be utilized if necessary to complete the projects set forth in the Plan, including, but not limited to, issuance of bonds, lease financing, and grants. It is further understood that tax increment proceeds may be used to reimburse any other initial funding sources.

The costs that may be financed from the tax increment proceeds include, but are not necessarily limited to the cost of any real estate to be acquired, acquisition of right-of-way or easements, costs of materials and labor, and all reasonable architectural, engineering, legal, financing, accounting, advertising, and supervisory expenses related to the development and/or implementation of the Plan.

In order to facilitate the acquisition, construction, renovation and rehabilitation of the Goshen Theater, the Goshen Redevelopment Authority is proposing to finance the project through the issuance of bonds. The Commission will pay for the cost of the project, including any incidental costs associated with the issuance of the Authority's bonds, through a Lease Agreement to be entered into with the Authority.

Amendment of the Plan

Subject to compliance with the requirements specified in Indiana Code § 36-7-14-17.5, the Commission may amend this Plan for the Consolidated River Race/US 33 Economic Development Area and Allocation Area.

EXHIBIT A

Consolidated River Race/US 33 Economic Development Area

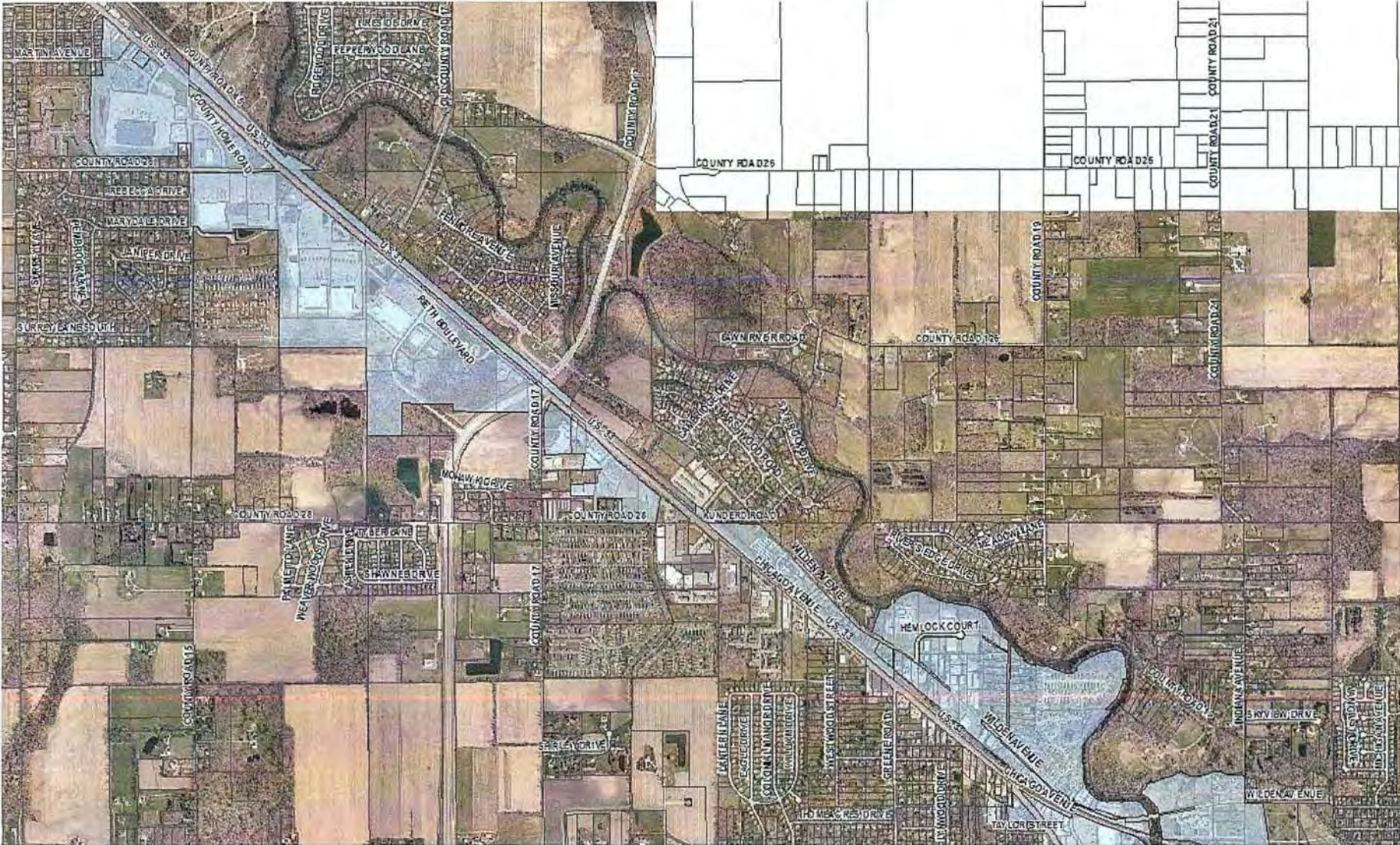
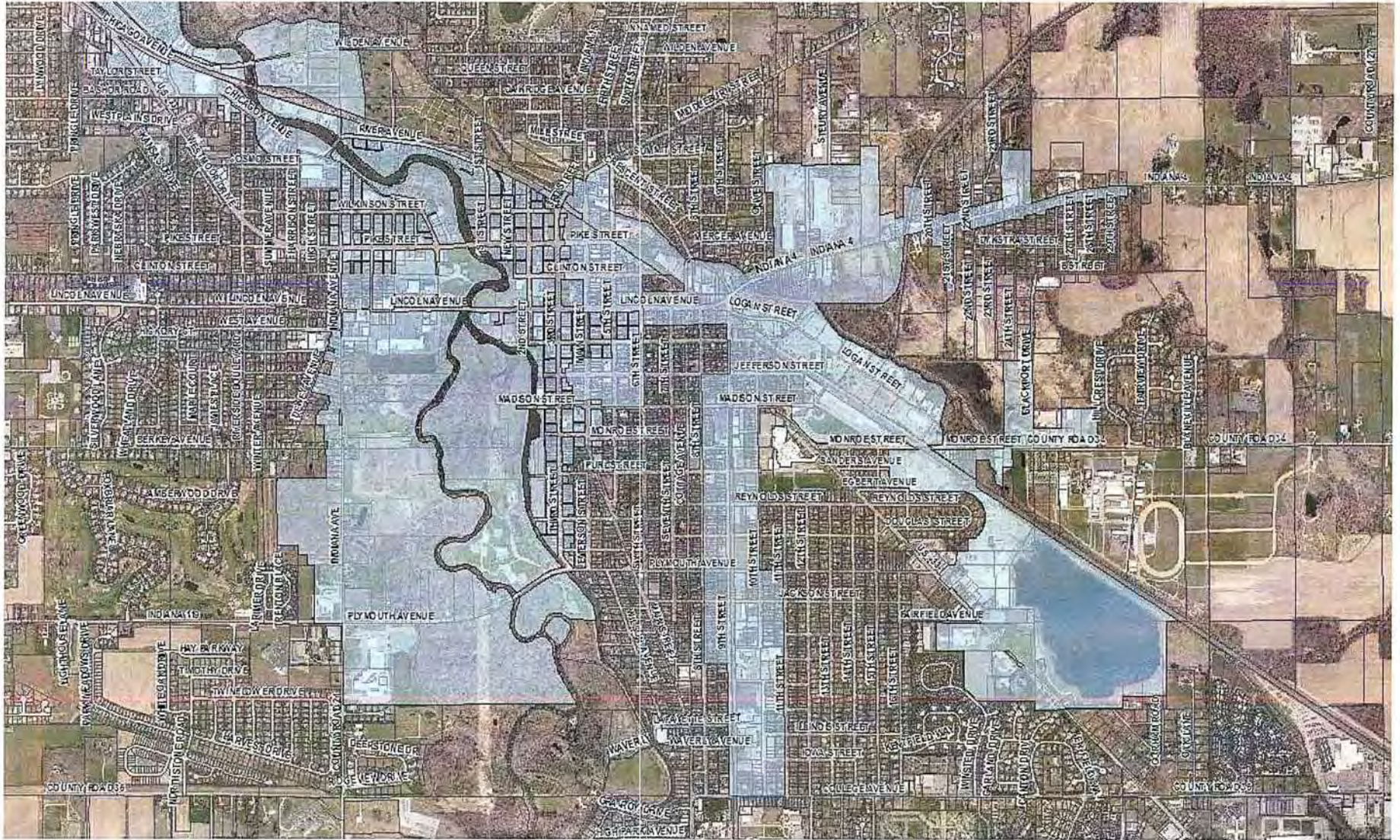


EXHIBIT A

Consolidated River Race/US 33 Economic Development Area



CONSOLIDATED RIVER RACE/US 33 EDA REDEVELOPMENT PROJECT PRIORITY LIST

PROJECTS INCLUDED IN 5 YEAR PROJECT FUNDING PLAN:				
River Race Drive Site Improvements (<i>Douglas to Jefferson</i>) & Parking Lot (<i>Madison to Jefferson</i>)				
Railroad Crossing Improvements (<i>Phase 3</i>)				
Steury Avenue/Lincoln Avenue Drainage Improvements				
9 th Street Pedestrian Trail				
Northwest Bike Trail (<i>Phase 2</i>)				
Millrace Canal Levee Repairs & Maintenance (<i>2016 - 1245 Wilson Avenue Project</i>)				
Lincoln Avenue Reconstruction Phase 1 – <i>Railroad to Rock Run Creek (partial funding)</i>				
River Race Drive Construction (<i>North Extension Project- east/west alley</i>)				
9 th Street Stormwater Improvements				
Goshen Theater Project				
2008 Bond Redemption (\$500,000 up front; repayment of \$2,000,000 MM Loan)				
PROJECTS NOT INCLUDED IN PROJECT FUNDING PLAN:				
	1 LOW	2 MEDIUM	3 HIGH	TOTAL POINTS <i>(low=1; medium=2; high=3)</i>
Real Estate Acquisition – West Pike Street (<i>Dispennett / Arnovitz Property</i>)	1	4	6	27
River Race Drive Extension Construction / Site Improvements / Additional Parking (<i>Jefferson Street to Washington Street; parking lot on north side of Jefferson Street</i>)	2	6	4	26
Lincoln Avenue Reconstruction Phase 2 (<i>Rock Run Creek to Steury Avenue including water main reconstruction (partial funding)</i>)	0	4	6	26
Northwest Water Tower	2	7	2	24
Main Street Improvements following US 33 Re-Route	6	2	4	22
Quiet Zone (<i>Madison Street Improvements, etc</i>)	1	4	4	21
Lincoln Avenue Reconstruction Phase 3 (<i>Steury Avenue to 29th Street including water main reconstruction (partial funding)</i>)	2	3	4	20
River Race Drive Site Improvements - Improvements for Remaining Sites (<i>half block of residential south of Madison</i>)	6	3	2	18
Fidler Pond Park Land Acquisition (<i>partial funding</i>)	7	5	0	17
Old Holiday Inn Site Demolition	9	2	1	16
Real Estate Acquisition – Northwest Corner of Pike Street and Main Street	6	4	0	14
Central Park Infrastructure Improvements (<i>west side of canal</i>)	6	1	2	14
Elkhart County Jail Site Revitalization	9	2	0	13
Ninth Street Industrial Parking (<i>DFA</i>)	6	3	0	12
Powerhouse Trail Head Project	5	3	0	11
CR 17 / CR 28 Bike Path / Pedestrian Crossing Improvements (NOT part of NW bike trail) (<i>County partnership / partial funding</i>)	6	2	0	10

SOUTHEAST EDA REDEVELOPMENT PROJECT PRIORITY LIST

PROJECTS INCLUDED IN 5 YEAR PROJECT FUNDING PLAN:				
South Link Road – Phase II				
Intersection Improvement of SR 15 & Kercher Road				
Kercher Road from the Railroad to Dierdorff Road (80% Federal / 20% Local ROW & Construction)				
Kercher Road Reconstruction from Dierdorff Road to Firethorn Drive (80% Federal / 20% Local for Design, ROW & Construction) – Partial Local Match				
Goshen Industrial Park – Stormwater Retention				
Bri-Mar Manufacturing Expansion / Eisenhower Drive Water Main Extension				
PROJECTS NOT INCLUDED IN PROJECT FUNDING PLAN:	1 LOW	2 MEDIUM	3 HIGH	TOTAL POINTS <small>(low=1; medium=2; high=3)</small>
CR 40 Water Main Extension from Dierdorff Road to US 33 (LMA HUF project)	1	1	10	33
Extension of Waterford Parkway from SR 15 west to CR 40 Bridge (County partnership/partial funding)	1	2	9	32
Goshen Industrial Park – Storm Sewer Main from Eisenhower North to Retention Facility	4	4	4	24
CR 40 Sanitary Sewer Extension from Airport east to US 33 (Keystone project)		8	2	22
CR 40 Road Reconstruction from Dierdorff Road to US 33 (County partnership/partial funding)	3	5	1	16
Waterford Commons Business Park Road Construction and Utility Extensions (Hoogenboom project)	6			6

RESOLUTION 59-2016

Ratify Authorization for Installation of Additional Pavement for Eisenhower Drive North Water Main Extension Project

WHEREAS construction has begun on the Eisenhower Drive North Water Main Extension Project; and

WHEREAS during construction of the water main, construction equipment deteriorated the pavement edge, which was already compromised with age; and

WHEREAS Goshen Engineering solicited a quote to restore the pavement edge from the contractor, however the quote was 175% higher than the base bid asphalt restoration bid price; and

WHEREAS the Goshen Street Department agreed to restore the pavement edge with City labor and equipment for the cost of the material, providing substantial project savings.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission ratifies the Goshen Engineering Department's authorization for the Goshen Street Department to restore the pavement edge and agrees to fund Niblock Excavating and Asphalt for the materials provided in the amount of \$4,057.95 for the Eisenhower Drive North Water Main Extension Project.

PASSED and ADOPTED on June 14, 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: Goshen Redevelopment Commission

From: Dustin Sailor, P.E., City Utilities Engineer

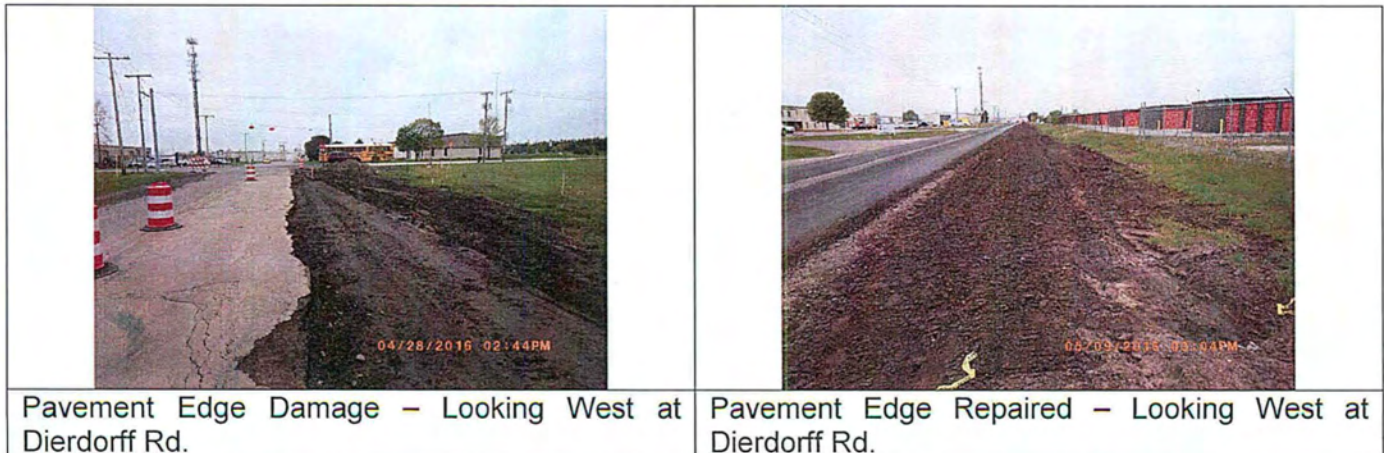
RE: **EISENHOWER DRIVE NORTH WATER MAIN EXTENSION
RATIFICATION FOR THE INSTALLATION OF ADDITIONAL PAVEMENT
(JN: 2005-0009)**

Date: May 27, 2016

During the construction of the water main, the contractor was required to stockpile soil in the roadway to protect the trees along the north side of the construction corridor. Construction equipment ran along and across the pavement edge and deteriorated the pavement edge, which was already compromised with age. Sections of the weakened pavement edge split off. Prior to restoring the shoulder with gravel, the pavement edge required repair. Goshen Engineering solicited a quote to restore a 2 foot wide pavement edge from the contractor and the contractor responded with a per ton quote that was 175% higher than the base bid asphalt restoration bid price. Goshen Engineering attempted to negotiate a lower cost, but was unsuccessful. Goshen Engineering then turned to the Goshen Street Department for assistance. The Street Department agreed to mill the pavement edge and restore the pavement with City labor and equipment for the cost of the bituminous material. The Street Department's participation provided substantial project savings.

The Goshen Street Department sourced their bituminous pavement from Niblock Excavating for \$45 per ton for base and for \$60 per ton for wedge and level pavement. The total material cost was \$4,057.95.

Please ratify this additional work.

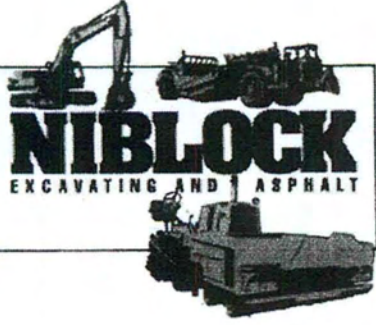


INVOICE

INVOICE NO
29701

*U471.34m
RDC*

Niblock Excavating
PO Box 211
Bristol, IN 46507
Phone: (574) 848-4437
Fax: (574) 848-4575



Billed To: GOSHEN CITY OF
202 S 5TH ST
SUITE 2
GOSHEN, IN 46528

Project: City of Goshen

ACCOUNT NO	PO NUMBER	DESCRIPTION	DATE	TERMS	INVOICE DATE	PAGE
GOS100	2199	Plant Material	5/5/2016	Net 30	5/10/2016	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
5054	49.79TN	12.5mm Type A Int	60.00	2,987.40

TOTAL INVOICE 2,987.40

RECEIVED

MAY 16 2016

CITY OF GOSHEN
ENGINEERING DEPT.

APPROVED

MAY 23 2016

By: *Marylyn*
Eisenhower Drive
SE TIF

Terms: Payment due upon completion of work unless other arrangements are made before project is started. A service charge of 1-1/2% per month will be charged on all accounts past 30 days. This is an annual rate of 18% per annum.

INVOICE

INVOICE NO
29661



Niblock Excavating
PO Box 211
Bristol, IN 46507
Phone: (574) 848-4437
Fax: (574) 848-4575

Billed To: GOSHEN STREET DEPT.
475 Steury Avenue
GOSHEN, IN 46528

Project: City of Goshen

ACCOUNT NO	PO NUMBER		DATE	TERMS	INVOICE DATE	PAGE
GOS900	2199	Plant Material	4/29/2016	Net 10	5/3/2016	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
5000	23.79TN	Base #5,GR,58-28,FRAP	45	1,070.55

TOTAL INVOICE 1,070.55

Goshen

APPROVED

MAY 23 2016

By: *Mary M. Culp*
Eisenhower Drive
~~SE TIF~~
SE TIF

Terms: Payment due upon completion of work unless other arrangements are made before project is started. A service charge of 1-1/2% per month will be charged on all accounts past 30 days. This is an annual rate of 18% per annum.

RESOLUTION 60-2016

Approve and Authorize Execution of Change Order #4 with HIS Constructors, Inc. and Ratify Understanding of Compensation with Property Owners for the Wilson Avenue Storm Sewer Phase 1 & Hartzler Canal Bank Stabilization

WHEREAS the City entered into a Contract with HIS Constructors, Inc. dated August 11, 2015 for the Wilson Avenue Storm Sewer Phase 1 & Hartzler Canal Bank Stabilization; and

WHEREAS Change Order #4 is for a contract reduction of \$4,500 with HIS Constructors, Inc. A copy of Change Order #4 is attached to and made a part of this Resolution; and

WHEREAS the money saved from this contract reduction will be paid to the property owners to cover their additional cost for equipment and labor to restore their yard, as well as go towards restoration of the yard's electric and water service, which was damaged during construction. In addition, since the contract specifications were lax on topsoil requirements, the City assumed responsibility for the cost of 27 loads of topsoil, the estimated cost of which is \$5,400. This additional \$9,900 is over and above the \$81,622 base agreement with the property owners.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of Change Order #4 with HIS Constructors, Inc. and Community Development Director Mark Brinson is authorized to execute Change Order #4 between HIS Constructors, Inc. and the City of Goshen that is attached to and made a part of this Resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the understanding of the \$9,900 additional compensation to be paid to the property owners of 1245 Wilson Avenue to restore their property to its preconstruction condition.

PASSED and ADOPTED on June 14, 2016.

GOSHEN REDEVELOPMENT COMMISSION

Jeremy P. Stutsman, 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: Goshen Redevelopment Commission

FROM: Dustin K. Sailor, P.E.

**RE: MILLRACE CANAL BANK STABILIZATION PROJECT
(JN: 2014-0076)**

DATE: June 8, 2016

Dear Board:

The Millrace stabilization project is substantially complete, but the project did not end without final negotiations required. HIS returned this spring to complete punch list work and final site restoration. HIS's restoration plan was contrary to what the property owner's expected from the City. Because City staff could not find a common point of agreement on the level of restoration required, staff negotiated with HIS a contract reduction of \$4,500. The money saved from the contract will be paid to the Hartzler's to cover their additional cost for equipment and labor to restore the yard. Additionally, this money will go towards restoration of a yard's electric and water service, which was damaged during construction.

As part of the compromise, the City assumed responsibility for the cost for 27 loads of topsoil. The staff's justification for assuming this cost was the contract specifications were lax on the topsoil requirements related to quality, and the yard's soil was substantially altered by the movement of soil around the property. The calculated additional cost for the topsoil is \$5,400. In total, it is estimated the City will provide the Hartzler's an additional \$9,900 over and above the \$81,622 base agreement amount.

The negotiated amount was reviewed with Mr. Brinson and Larry Barkes before the final settlement was agreed upon by all parties. At this time, I request the Board approve the change order with HIS and ratify the understanding of compensation with the Hartzlers.

I will be present at the meeting to answer any questions.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 150028*06

To Owner: City Of Goshen Planning Dept
204 E Jefferson St, Suite 4

Project: 150028- WILSON AVE. STORM SEWER AND
LE

Application No.: 6

Distribution to:
Owner

Goshen, IN 46528

Period To: 01/15/15

Architect
Contractor

From Contractor: HIS Constructors, Inc.
5150 E. 65th St., Suite B
Indianapolis, IN 46220

Via Architect:

Project Nos: 2014-0076

Contract For:

Contract Date: 8/11/15

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum		\$258,262.00
2. Net Change By Change Order		\$<3,724.80>
3. Contract Sum To Date		\$254,537.20
4. Total Completed and Stored To Date		\$254,537.20
5. Retainage:		
a. 5.00% of Completed Work	\$12,726.86	
b. 0.00% of Stored Material	\$0.00	
Total Retainage		\$12,726.86
6. Total Earned Less Retainage		\$241,810.34
7. Less Previous Certificates For Payments		\$241,303.44
8. Current Payment Due		\$506.90
9. Balance To Finish, Plus Retainage		\$13,233.76

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$2,719.20	<6,444.00>
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$2,719.20	\$0.00
Net Changes By Change Order	\$<3,724.80>	

CONTRACTOR: HIS Constructors, Inc.

By: Brian Keever Date: 6/6/16

State of: Indiana
Subscribed and sworn to before me this 6th
Notary Public: Tammy K. Brees
My Commission expires: Tammy K. Brees
April 14, 2019

County of: Marion
day of June 2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$506.90 DKS 6/08/16

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

~~ENGINEER~~
~~ARCHITECT:~~

By: <u>Dustin K. Sator</u>	Date: <u>6/08/16</u>	
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.		



Progress Billing Invoice

From: HIS Constructors, Inc.
5150 E. 65th St., Suite B
Indianapolis, IN 46220

Invoice #: 150028*07

Date: 06/08/16

Application #: 8

To: City Of Goshen Planning Dept
204 E Jefferson St, Suite 4
Goshen, IN 46528

Invoice Due Date: 07/23/16

Payment Terms: Due 45 days

Contract: 150028- WILSON AVE. STORM SEWER AND LE

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
01	MAINTAINING TRAFFIC	554.00	0.00	0.00	0.00	LS	0.00000	138.50	554.00	100.00%
02	CONSTRUCTION ENGINEERING	554.00	0.00	0.00	0.00	LS	0.00000	138.50	554.00	100.00%
03	MATERIAL APPROVAL AND SYSTEM TESTING	554.00	0.00	0.00	0.00	LS	0.00000	138.50	554.00	100.00%
04	MOB/DEMOB	7,370.00	0.00	0.00	0.00	LS	0.00000	368.50	7,370.00	100.00%
05	CLEARING AND GRUBBING	14,480.00	0.00	0.00	0.00	LS	0.00000	0.00	14,480.00	100.00%
06	EXCAVATION UNCLASSIFIED	6,667.00	0.00	0.00	0.00	LS	0.00000	0.00	6,667.00	100.00%
07	EXCAVATION COMMON AND LEVEE FILL MATERIAL	7,341.00	0.00	0.00	0.00	LS	0.00000	0.00	7,341.00	100.00%
08	TEMPORARY EROSION AND SEDIMENT CONTROL	5,054.00	0.00	0.00	0.00	LS	0.00000	758.10	5,054.00	100.00%
09	STRUCTURE BACKFILL	2,938.00	100.00	0.00	100.00	CY	29.38000	0.00	2,938.00	100.00%
10	HOT MIX ASPHALT FOR PATCHING	16,399.00	0.00	0.00	0.00	LS	0.00000	2,807.80	15,927.00	97.12%
11	REVTMENT RIPRAP BEDDING AND GEOTEXTILE	8,582.00	0.00	0.00	0.00	LS	0.00000	0.00	8,582.00	100.00%
12	SEEDING/MULCHING	554.00	0.00	0.00	0.00	LS	0.00000	55.40	554.00	100.00%
13	TOPSOIL	544.00	0.00	0.00	0.00	LS	0.00000	435.20	544.00	100.00%
14	CIP CONCRETE CUTFALL STRUCTURE	34,548.00	0.00	0.00	0.00	LS	0.00000	0.00	34,548.00	100.00%
15	DEWATERING AND PROTECTION OF EXISTING STRUCTURES	17,994.00	0.00	0.00	0.00	LS	0.00000	0.00	17,994.00	100.00%
16	TOE-DRAIN SYSTEM	11,240.00	0.00	0.00	0.00	LS	0.00000	0.00	11,240.00	100.00%
17	STORM SEWER 30 IN DIP RJ PRESSURE CLASS 300	68,040.00	140.00	0.00	138.00	LF	488.00000	0.00	67,068.00	98.57%
18	STORM SEWER 30 IN RCP CLASS III	32,450.00	275.00	0.00	275.00	LF	118.00000	0.00	32,450.00	100.00%
19	MANHOLES STORM SEWER 72 IN WITH CASTING	16,014.00	2.00	-0.06	1.94	EA	8,007.00000	-500.00	15,514.00	96.88%
20	PIPE CATCH BASIN	1,499.00	1.00	0.00	1.00	EA	1,499.00000	0.00	1,499.00	100.00%
21	6 IN PVC DRAINAGE PIPE CONNECTION TO STORM SEWER	3,500.00	2.00	0.00	2.00	EA	1,750.00000	0.00	3,500.00	100.00%
22	VIDEO AND PHOTO RECORD AND RECORD DRAWINGS	1,386.00	0.00	0.00	0.00	LS	0.00000	693.00	1,386.00	100.00%
100	RACEWAY EXCAVATION	0.00	0.00	0.00	0.00	EA	20,000.00000	0.00	0.00	0.00%
105	URETHANE PAINT FINISH	2,719.20	1.00	0.00	1.00	EA	2,719.20000	0.00	2,719.20	100.00%
110	Top Soil Deduct Lump Sum	0.00	0.00	1.00	1.00	EA	-4,500.00000	-4,500.00	-4,500.00	0.00%
900	OVERHEAD	0.00	0.00	0.00	0.00	LS	0.00000	0.00	0.00	0.00%

Total Billed To Date: 254,537.20

Progress Billing Invoice

From: HIS Constructors, Inc.
5150 E. 65th St., Suite B
Indianapolis, IN 46220

Invoice #: 150028*07

Date: 06/08/16

Application #: 8

To: City Of Goshen Planning Dept
204 E Jefferson St, Suite 4
Goshen, IN 46528

Invoice Due Date: 07/23/16

Payment Terms: Due 45 days

Contract: 150028- WILSON AVE. STORM SEWER AND LE

Less Retainage:	12,726.96
Less Previous Applications:	<u>241,303.44</u>
Total Due This Invoice:	<u><u>506.80</u></u>

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 4
Date: 6/14/16

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

OWNER: City of Goshen

PROJECT NAME: WILSON AVE. STORM SEWER PHASE 1 & HARTZLER CANAL BANK STABILIZATION

PROJECT NUMBER: 2014-0076

CONTRACTOR: HIS CONSTRUCTORS, Inc.

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

The below items are reductions to the original contract. Per an agreement between HIS Constructors, Inc., City of Goshen and Mr. and Mrs. Hartzler, line item 621-2 Topsoil has been removed from the original contract. HIS Constructors, Inc. agreed to credit the City \$4,500.00 for eliminating the topsoil and all work required to restore the yard area. A \$472.00 reduction for a reduction in the roadway asphalt section. A \$972.00 reduction in actual installed length of 30" DIP storm sewer pipe. A \$500.00 reduction in the installation of STR. No. 3 on Wilson Avenue. No. 8 stone was substituted for the original design of flowable fill.

CO4-1	Reduction of original contract amount - topsoil/yard (Note: Credit from contractor)	1 LSUM	-\$4,500.00	-----	-\$4,500.00
402-1	Hot Mix Asphalt for Patching (-2.88%) (Note: Credit from contractor)	1 LSUM	-\$472.00	-----	-\$472.00
715-4	Storm Sewer, 30" - DIP, RJ, Pressure Class 300 (Note: This is a balancing item)	2 LFT	-\$486.00	-----	-\$972.00
720-1	Manholes, Storm Sewer, 72" w/ Casting (-6.24%) STR. No. 3 (Note: Credit from contractor)	1 EA	-\$500.00	-----	-\$500.00

Subtotal - (\$6,444.00)

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 4

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$258,262.00
2. Net (Addition / Reduction) due to all Previous Contract Supplements Numbers 1 to <u>3</u>	\$2,719.20
3. Amount of Contract, not including this supplement	\$260,981.20
4. Addition / Reduction to Contract due to this supplement	(\$6,444.00)
5. Amount of Contract, including this supplemental	\$254,537.20
6. Total (Addition / Reduction) due to all Change Orders (Line 2 + Line 4)	(\$3,724.80)
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>4</u> (Line 6 divided by Line 1)	-1.44%

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 __ calendar days, making the final completion date _____.

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

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

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

CHANGE ORDER FORM

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor
Dustin K. Sailor, P.E.
Utility Engineer

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

ACCEPTED: CONTRACTOR

HIS Constructors, Inc.

BY: _____
Signature of authorized representative of Contractor

ACCEPTED: REDEVELOPMENT

BY: _____
Mark Brinson, Community Development

RESOLUTION 61-2016

Approve and Authorize Execution of Change Order No. 2 with Phend & Brown, Inc. for the South Link Road Project

WHEREAS construction has begun on the South Link Road Project;

WHEREAS Change Order No. 2 proposes a modified phasing plan to the original contract phasing, reducing the impact to the traveling public. Change Order No. 2 allows for the curbs and HMA work on SR 15 to be completed during the 2016 construction season, increasing the contract by \$27,884.25. A copy of Change Order No. 2 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. 2 with Phend & Brown, 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. 2 on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on June 14, 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: Goshen Redevelopment Commission

FROM: Goshen Engineering

RE: **SOUTH LINK ROAD FROM SR 15 TO REGENT STREET
CONTRACT NO. R-34132**

DATE: May 27, 2016

Phend & Brown, Inc. has submitted Change Order #2 for the South Link Road project. The original contract was in the amount of \$5,179,821.96.

Phend & Brown and the City have proposed a modified phasing plan to the original contract phasing which would essentially reduce the impact to the traveling public less than the originally planned phasing and move the work forward with minimal cost for the changes. The change would essentially eliminate the "middle phase" along SR 15 and allow work to be completed more efficiently. The modification requires the use of additional quantities of temporary HMA paving utilizing the existing bid items. In addition, the Contractor has agreed to remove the extra temporary HMA at no additional cost. This modified phasing would allow for the curbs and HMA work on SR 15 to be completed during the 2016 construction season. This modification will increase the contract by \$27,884.25.

The construction of this project is being funded with 80% Surface Transportation Project funds and 20% local funds (which is actually being paid with State Supplemental Federal Match Resource (SFMR)).

Please review and consider for approval Change Order #2.

Contract No:R -34132

Change Order No.: 002

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: R -34132

AE:Koch, Michael

Letting Date:02/03/2016

PE/S:Thurston, Kristine

Status:Pending

Change Order Information

Date Generated: 05/12/2016

Change Order No.: 002

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Modified phasing along SR15

Original Contract Amount \$ 5,179,821.96

Current Change Order Amount \$ 27,884.25

Percent: 0.538 %

Total Previous Approved Changes \$ 16,723.20

Percent: 0.323 %

Total Change To-Date \$ 44,607.45

Percent: 0.861 %

Modified Contract Amount \$ 5,224,429.41

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 04/20/2016 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days -209 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No: R -34132
Change Order No: 002

INDIANA
Department of Transportation

Date: 05/20/2016
Page: 3

Contract: R -34132
Project: 1005734 - State: 1005734
Change Order Nbr: 002
Change Order Description: Modified phasing along SR15
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0031	1005734	0030	207-08266	SYS	0.750	859.000	C	Amount:\$ 644.25
Item Description: SUBGRADE TREATMENT, TYPE III Supplemental Description1: Supplemental Description2:								
0035	1005734	0034	301-07448	TON	20.000	141.000	C	Amount:\$ 2,820.00
Item Description: COMPACTED AGGREGATE NO. 53 BASE Supplemental Description1: Supplemental Description2:								
0052	1005734	0050	402-10087	TON	55.000	444.000	C	Amount:\$ 24,420.00
Item Description: HMA FOR TEMPORARY PAVEMENT, D Supplemental Description1: Supplemental Description2:								

Total Value for Change Order 002 = \$ 27,884.25

Milestone Time Adjustment

MileStone Nbr: 03
Milestone Description: EARLIEST DATE TO BEGIN MOT PHASE III
Original Completion dt: 03/13/2017 Adj compl dt 08/16/2016 Adj No. of Days -209

Explanation: The time adjustment is requested in order to allow for the construction of Phase 3 to begin immediately after the intermediate course of HMA is installed on Phase 2. This request is so the contractor can construct Phase 3 & 4 simultaneously, while traffic is being maintained on the Phase 2 pavement. This will significantly reduce the construction time for SR 15, by allowing phase 3 to commence in 2016 in lieu of stopping construction on SR 15 after the completion of Phase 2; which is scheduled to be completed by August 2016. This modification to the phasing will improve the safety of the traveling public as well as the construction workers and improve local access to CR 40.

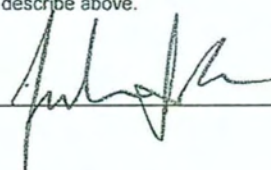
Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

The LPA and contractor proposed a modified phasing plan to the original contract phasing which would essentially reduce the impact to the traveling public less than originally planned phasing and move the work forward with minimal cost for the changes. The change would essentially eliminate the "middle phase" along SR15 and allow work to be completed more efficient. The modification would require the use of additional quantities of temporary HMA paving utilizing existing bid items. In addition, the Contractor has agreed to remove the extra temp HMA at no additional cost. This modified phasing would allow for the curbs and HMA work on SR15 to be completed during the 2016 construction season.

Change Order Explanation for Specific Line Item

.....
It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: PHEND + BROWN INC
Date: 5/21/16

Signed By: 

.....

Contract No:R -34132
Change Order No:002

INDIANA
Department of Transportation

Date:05/20/2016
Page: 4

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -34132
Change Order No:002

INDIANA
Department of Transportation

Date:05/20/2016
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY



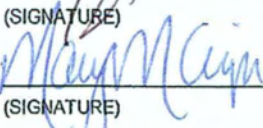
(SIGNATURE)

Mayor

(TITLE)

05/27/2016

(DATE)



(SIGNATURE)

City Engineer + ERC

(TITLE)

05/27/2016

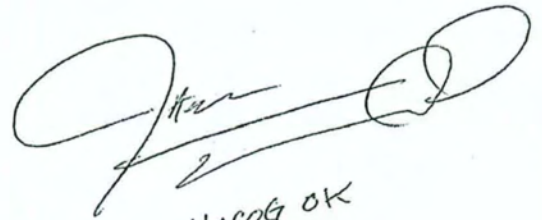
(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Thurston, Kristine	00/00/0000	Action Pending
Area Engineer	Koch, Michael	00/00/0000	Action Pending
District Construction Director	Spreen, Jason	00/00/0000	Action Pending
State Construction Engineer	Pankow, Greg	00/00/0000	Action Pending
Director, Div of Construction Management	Miller, Mark	00/00/0000	Action Pending



UACOG OK
5/25/16

City of Goshen
Redevelopment Commission

Mark Brinson

RESOLUTION 62-2016

Approve Transfer of Funds for Right-of-Way Acquisition for Kercher Road Reconstruction Project from Railroad to Dierdorff Road

WHEREAS the Redevelopment Commission agreed to fund the 20% local share of right-of-way acquisition costs for the Kercher Road Reconstruction Project from the Railroad to Dierdorff Road, which project is federally funded; and

WHEREAS the right-of-way acquisition must be purchased using 100% local funds, then, upon receipt of required documentation, INDOT reimburses the City for their 80% share; and

WHEREAS the Engineering Department is requesting the Redevelopment Commission transfer TIF funds for the \$240,000 local share into a designated line for the right-of-way acquisition for this project. The Engineering Department will then submit payment requests through the Board of Public Works, submit the required reimbursement documentation to INDOT and track the funds for the project. Engineering will provide the Redevelopment Commission with year-end funding summaries, as well as a final funding summary upon project completion.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the transfer of TIF funds into a designated line for the City's 20% share of right-of-way acquisition for the Kercher Road Reconstruction Project from the Railroad to Dierdorff Road.

PASSED and ADOPTED on June 14, 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.

RE: **KERCHER RD FROM RAILROAD TO DIERDORFF ROAD
DES. NO. 1400713
FUNDS FOR RIGHT-OF-WAY ACQUISITION**

DATE: June 8, 2016

The right-of-way acquisition for the Kercher Road from the Railroad to Dierdorff Road is estimated to cost \$1,200,000, with Federal funds paying \$960,000 (80%) and local TIF funds paying \$240,000 (20%). However, the right-of-way acquisition must be purchased using 100% local funds, and then reimbursement form along with all supporting documentation is submitted to INDOT for the reimbursement of the 80% share.

In order to keep the right-of-way acquisition process moving forward in a timely manner, we are requesting the Redevelopment Commission to transfer TIF Funds for the \$240,000 local share amount into a designated line established by the Clerk-Treasurer's Office for the right-of-way acquisition for this project, and payment requests will be made through the Board of Public Works. The Engineering Department will keep track of the funds and provide Redevelopment with a year-end funding summary in December 2016 and at the end of the right-of-way acquisition phase.

Thank you!!

RESOLUTION 63-2016

Award Bid, Authorize Negotiation and Execution of a Contract for Construction Engineering Services for the Kercher Road Reconstruction Project from the Railroad to Dierdorff Road

WHEREAS INDOT solicited Requests for Proposals for Construction Engineering Services for the Kercher Road Reconstruction Project from the Railroad to Dierdorff Road; and

WHEREAS the City received seven proposals, which are being evaluated, compiled and the results submitted to INDOT for review and approval; and

WHEREAS it is recommended that Goshen Redevelopment Commission award the bid to _____, the highest ranked construction engineering consultant and authorize Community Development Director Mark Brinson to negotiate and execute a Contract for Construction Engineering Services for the Kercher Road Reconstruction Project from the Railroad to Dierdorff Road.

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

1. The bid for Construction Engineering Services for the Kercher Road Reconstruction Project from the Railroad to Dierdorff Road is awarded to _____.
2. 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 with _____ that is consistent with their bid.
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 June 14, 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.

RE: **KERCHER RD FROM RR TO DIERDORFF - DES. NO. 1400713
PERMISSION TO NEGOTIATE CE CONTRACT**

DATE: June 8, 2016

INDOT solicited Requests for Proposals for Construction Engineering (CE) Services for the Kercher Road Reconstruction project from the Railroad to Dierdorff Road. The proposals were due to the Engineering Department on June 3, 2016, and the City received seven (7) proposals. Proposals are being evaluated by a team of three city employees (Khylei Boyer, Becky Hershberger, and Shari Bontrager). Once their review is complete, the Engineering Department will compile and submit the results to INDOT for review. After INDOT's approval of our evaluation of the proposals, we would request the Redevelopment Commission's approval to proceed with contract negotiations with the highest ranked construction engineering consultant.

RESOLUTION 64-2016

Award Bid, Authorize Negotiation and Execution of a Contract for Construction Engineering Services for the Northwest Bike Trail Project

WHEREAS INDOT solicited Requests for Proposals for Construction Engineering Services for the Northwest Bike Trail Project; and

WHEREAS the City received seven proposals, which are being evaluated, compiled and the results submitted to INDOT for review and approval; and

WHEREAS it is recommended that Goshen Redevelopment Commission award the bid to _____, the highest ranked construction engineering consultant and authorize Community Development Director Mark Brinson to negotiate and execute a Contract for Construction Engineering Services for the Northwest Bike Trail Project.

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

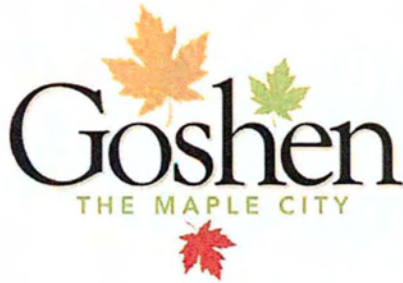
1. The bid for Construction Engineering Services for the Northwest Bike Trail Project is awarded to _____.
2. Community Development Director Mark Brinson is authorized to negotiate and execute a Contract on behalf of the City of Goshen and the Goshen Redevelopment Commission with _____ that is consistent with their bid.
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 June 14, 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.

RE: **NORTHWEST BIKE TRAIL – DES. NO. 138211
PERMISSION TO NEGOTIATE CE CONTRACT**

DATE: June 8, 2016

INDOT solicited Requests for Proposals for Construction Engineering (CE) Services for the Northwest Bike Trail project. The proposals were due to the Engineering Department on June 3, 2016, and the City received seven (7) proposals. Proposals are being evaluated by a team of three city employees (Khylei Boyer, Becky Hershberger, and Shari Bontrager). Once their review is complete, the Engineering Department will compile and submit the results to INDOT for review. After INDOT's approval of our evaluation of the proposals, we would request the Redevelopment Commission's approval to proceed with contract negotiations with the highest ranked construction engineering consultant.

RESOLUTION 65-2016

Approve Funding of River Race Drive Temporary Parking Area

WHEREAS at the May 10, 2016 Redevelopment Commission meeting, the Commission agreed to fund the construction of a temporary parking lot between Third Street and River Race Drive south of Jefferson Street utilizing the millings from current road construction projects and the City Street Department equipment and personnel; and

WHEREAS the Engineering Department estimated the cost of the temporary parking lot between \$10,000 and \$20,000; and

WHEREAS it has been discovered there is a driveway cut on Third Street that needs to be removed and reconstructed to curb and gutter with sidewalk and it is requested the Redevelopment Commission fund the materials for this additional work, which are estimated to be approximately \$2,000.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the funding of the River Race Drive Temporary Parking Area, including the cost of materials for the reconstruction of the driveway cut on Third Street.

PASSED and ADOPTED on June 14, 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: Engineering Department

RE: **RIVER RACE DRIVE CONSTRUCTION**
JN: 2011-0036

DATE: June 8, 2016

As a part of the proposed temporary parking area between Third Street and River Race Drive just south of Jefferson Street, there is a driveway cut on Third Street that needs to be removed and reconstructed to curb and gutter with sidewalk. The Goshen Water & Sewer Department will work this into their schedule, as long as the Redevelopment Commission will pay for the materials, which we anticipate to be approximately \$2,000.



RESOLUTION 66-2016

Approve and Authorize Execution of a Lease Agreement with Gleason Industrial Products, Inc.

WHEREAS the City of Goshen owns certain real estate located south of Plymouth Avenue, east of the railroad tracks, north of Jackson Street, and west of the north-south alley which is west of 10th Street.

WHEREAS the City has been leasing the subject real estate on a month-to-month basis to Gleason Industrial Products, Inc. to store tractor trailers and roll off boxes.

WHEREAS Gleason Industrial Products, Inc. wishes to continue to lease the subject real estate.

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

1. The terms and conditions of the Lease Agreement with Gleason Industrial Products, Inc. attached to and made a part of this resolution are approved.
2. Mark Brinson, Community Development Director, is authorized to execute the Lease Agreement attached to this resolution on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED this 14th day of June, 2016.

Goshen Redevelopment Commission

Thomas W. Stump, President

Laura Coyne, Secretary

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this _____ day of June, 2016 by and between the City of Goshen, Indiana, a municipal corporation of the State of Indiana, for the use and benefit of its Department of Redevelopment, hereinafter referred to as "Redevelopment," and Gleason Industrial Products, Inc., hereinafter referred to as "Gleason."

WHEREAS Gleason is using the subject real estate to store tractor trailers and roll off boxes subject to a month to month lease with Redevelopment; and

WHEREAS Gleason wishes to continue to lease the subject real estate to continue storing tractor trailers and roll off boxes.

In consideration of the mutual promises of the parties, Redevelopment and Gleason agree as follows:

Subject Real Estate

The subject real estate is located south of Plymouth Avenue, east of the railroad tracks, north of Jackson Street and west of the alley which is west of 10th Street in Goshen, Indiana, more particularly described as follows:

A part of the West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 15, Township 36 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, Indiana and more particularly described as follows:

Commencing at an iron pipe marking the intersection of the South line of the West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 15 and the East line of the former C.C.C. & St. Louis Railroad right of way; thence on an assumed bearing of due North along the East line of said railroad right of way, a distance of 330.50 feet to a rebar marking the intersection of the North line of Jackson Street and the East line of said railroad right of way and the point of beginning of this description; thence continuing on a bearing of due North along the East line of said railroad right of way, a distance of 414.73 feet to a rebar marking the intersection of the South line of Plymouth Avenue and the East line of said railroad right of way; thence South 88 degrees 45 minutes 00 seconds East along the South line of Plymouth Avenue, a distance of 170.68 feet to a rebar marking the intersection of the South line of Plymouth Avenue and the West line of a 20 foot wide alley; thence South 0 degrees 02 minutes 00 seconds East along the West line of said alley, a distance of 413.67 feet to a rebar marking the intersection of the West line of said alley and the North line of Jackson Street; thence North 89 degrees 06 minutes 30 seconds West along the North line of Jackson Street, a distance of 170.90 feet to the point of beginning of this description.

The subject real estate is vacant except for a small garage located on the northwest portion of the subject real estate.

Improvements to Garage

Redevelopment agrees to replace, at Redevelopment's cost, the three garage doors on the north side of the garage on the subject real estate. In all other respects, Gleason shall be responsible for the proper upkeep and maintenance of the garage during the term of this Lease Agreement.

Term

1. The initial term of this Lease Agreement shall commence on July 1, 2016 and will continue until December 31, 2016.
2. The term of the lease shall automatically renew for an additional six months unless either party serves upon the other written notice of its intent to terminate at least sixty (60) days prior to the end of the initial term or the end of any six month renewal term. Unless terminated in accordance with this Lease Agreement, there shall be no limit to the number of six month renewals.

Lease Payments

1. Gleason agrees to pay Redevelopment Three Thousand Six Hundred Dollars (\$3,600) and Redevelopment agrees to accept from Gleason the sum of Three Thousand Six Hundred Dollars (\$3,600) for each six (6) month period, in advance, on the 1st day of each July and January during the lease term. The first payment is due on July 1, 2016.
2. Lease payments shall be made without notice or demand to Redevelopment c/o Mark Brinson, Community Development Director, 204 East Jefferson Street, Goshen, Indiana 46528-3405, or at such other place as Redevelopment may from time to time designate in writing.

Use and Condition of Premises

1. Gleason agrees that the premises shall be used for the storage of personal property including tractor trailers and roll off boxes that are owned or leased by Gleason. Gleason may use the garage for storage of personal property owned by Gleason. The maximum number of tractor trailers and roll off boxes that may be on the subject real estate at any time is twenty (20). No storage of personal property, inventory or other goods or materials shall be permitted outside the trailers, roll off boxes or the garage no matter how temporary.
2. Redevelopment will not provide any insurance on the garage. Gleason will be responsible to provide insurance for any of Gleason's personal property placed on the property or in the garage.
3. Gleason has examined and knows the condition of the premises and is satisfied with the condition of the premises. Gleason taking possession of the premises shall be conclusive

evidence that the premises was in good and satisfactory condition when Gleason took possession.

4. Gleason shall keep the premises in a clean and orderly condition including keeping the tractor trailers in orderly rows on the real estate. As further consideration for the lease of the subject real estate agrees to keep the Gleason real estate north of Plymouth Avenue in a clean and orderly condition which includes removing the trash outside the buildings and keeping the grass and weeds mowed and to meet all applicable zoning requirements.
5. Gleason shall not make any alterations, changes or additions to the premises without the prior written consent of Redevelopment.
6. Gleason agrees to be responsible for all damage to the real estate resulting from its use and storage of personal property including any environmental damages caused by spills or other contamination.
7. Gleason shall not store any hazardous materials on the subject real estate.

Termination

Upon termination of this agreement, Gleason agrees to vacate the premises and deliver the premises to Redevelopment in substantially the same condition as it is now. Gleason agrees to repair at Gleason's sole expense any portion of the premises that may be damaged or destroyed due to the negligent or reckless acts or omissions of Gleason or Gleason's employees, officers or agents, including the garage doors once they are repaired by Redevelopment.

Notices

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing or delivered personally or sent by regular first-class mail to the parties at the following addresses or at such other places as the parties may designate in writing from time to time:

Redevelopment City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

Gleason William Malone
612 Reynolds Street
Goshen, Indiana 46526

Miscellaneous

1. Gleason shall assume the risk of loss to any of the Gleason's personal property or personal property under Gleason's control that is located on the premises.

2. Gleason shall indemnify, defend, and hold Redevelopment harmless from any liability, penalty, loss, damage, costs or other expenses, including reasonable attorney fees, arising from any injury to any person or any damage to property as a result of any accident or occurrence resulting from Gleason's use of the leased premises.
3. Gleason shall not assign this agreement or sublet the leased premises in whole or in part without the prior written consent of Redevelopment.
4. Any modification or amendment to the terms and conditions of this agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning this agreement shall be of no force and effect.
5. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach.
6. This agreement is governed by the laws of the State of Indiana, and any action to enforce the terms and conditions of this agreement shall be heard in Elkhart County, Indiana.
7. In the event legal proceedings are instituted, the defaulting party shall pay to the non-defaulting party all costs and expenses of the legal proceedings, including reasonable attorney fees.
8. All provisions, covenants, terms and conditions of the agreement apply and bind the parties and their legal heirs, representatives, successors and assigns.
9. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Gleason and Redevelopment

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY OF GOSHEN, INDIANA
FOR THE USE AND BENEFIT OF ITS
DEPARTMENT OF REDEVELOPMENT

GLEASON INDUSTRIAL PRODUCTS, INC.

By: _____
William Malone

By: _____
Mark Brinson
Community Development Director

RESOLUTION 67-2016

Ratify Authorization for Installation of Poles by Middlebury Electric, Inc. for South Link Road Construction Project

WHEREAS construction has begun on the South Link Project; and

WHEREAS during construction it was necessary to relocate five (5) 30' poles along State Road 15; and

WHEREAS since time was of the essence, Goshen Engineering authorized Middlebury Electric, Inc. to furnish and install the necessary poles along State Road 15.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission ratifies the Goshen Engineering Department's authorization for Middlebury Electric, Inc. to furnish and install five (5) 30' poles along State Road 15 and agrees to fund Middlebury Electric, Inc. for these services in the amount of \$5,430.00 for the South Link Road Construction Project.

PASSED and ADOPTED on June 14, 2016.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, Secretary

Middlebury Electric Inc
65923 US Hwy 33 East
Goshen, IN 46526

INVOICE

(574) 825-5741 • (574) 642-3355
Fax (574) 642-4290

Invoice Number: 37525
Date: 27 May 2016
Page 1 of 1



Billing Address:

City of Goshen
Clerk Treasurers Office
202 South 5th Street Suite #2
Goshen, IN 46528-3714

RECEIVED

MAY 31 2016

CITY OF GOSHEN
ENGINEERING DEPT

Quantity	Description	Price	Amount
	FURNISH & INSTALL (5) 30' POLES ALONG STATE ROAD 15 5/3-9/16 for Southlink Road Utility Relocation WOKR ORDERED BY MARY CRIPE OUR WO# 9741 PROPOSAL #16-209		
Terms: 30 Days			
			Subtotal: \$ 5,430.00
			Tax:
Amount Due: \$ 5,430.00			Quoted Price: \$ 5,430.00

APPROVED

JUN 06 2016

By: *Mary M Cripe*

RESOLUTION 68-2016

Approve and Authorize Execution of Live Work Play Capacity Grant Program Grant Agreement with Elkhart County Convention and Visitors Bureau

WHEREAS the Elkhart County Convention and Visitors Bureau (ECCVB) has partnered with the Community Foundation of Elkhart to implement redevelopment activities in downtown Goshen through its Live Work Play Capacity Grant Program; and

WHEREAS the ECCVB's Live Work Play Capacity Grant Program provides funding for projects and activities that will enhance the vitality of downtowns; and

WHEREAS the ECCVB has determined that the Redevelopment Commission's Downtown Goshen Creative Arts Initiative meets the established criteria for Capacity Grant Funds and desires to fund the Program; and

WHEREAS the Redevelopment Commission is in need of funding to support the Program and desires to receive Capacity Grant Funds.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Live Work Play Capacity Grant Program Grant Agreement with ECCVB and the City of Goshen that is attached to and made a part of this Resolution and Commission President Tom Stump is authorized to execute the Live Work Play Capacity Grant Program Grant Agreement on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on June 14, 2016.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, Secretary

ECCVB Live Work Play Capacity Grant Program Grant Agreement

This Agreement is made and entered into this ____ day of ____, 2016, by and between the **Elkhart County Convention and Visitors Bureau**, hereinafter referred to as the "ECCVB," and **The City of Goshen Redevelopment Commission**, hereinafter referred to as "Commission." It is agreed that the execution of this agreement commits both parties to these terms and conditions for 2016-2019.

WITNESSETH

WHEREAS, the ECCVB, through its Vibrant Communities Quality of Place Initiative, has established that vibrant downtowns instill a sense of community pride, support successful economic development programs, increase community tax base and provide incremental visitor spending benefits; and

WHEREAS, the ECCVB, has partnered with the Community Foundation of Elkhart to implement redevelopment activities in downtown Goshen through its Live Work Play Capacity Grant Program, with the ECCVB acting as both fiscal and reporting agent; and

WHEREAS, the ECCVB'S Live Work Play Capacity Grant Program provides funding for projects and activities that will enhance the vitality of downtowns in Elkhart County communities by building the capacity of stakeholder organizations to implement Live/Work/Play strategies (herein "Capacity Grant Funds") in accordance with program criteria agreed upon by the ECCVB and the Community Foundation of Elkhart County; and

WHEREAS, the ECCVB has determined that the Commission's Downtown Goshen Creative Arts Initiative meets the established criteria for Capacity Grant Funds and desires to fund the Program; and

WHEREAS, the Commission is in need of funding to support the Program and desires to receive Capacity Grant Funds;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **PROGRAM DESCRIPTION.**

Goshen Redevelopment Commission. – The City of Goshen, through its Redevelopment Commission, has developed a three year "Creative Arts Initiative" for Downtown Goshen. Attachment A includes a full description of the proposed scope of work, outcomes and program measurements.

2. **GRANT AND REIMBURSEMENT.**

The ECCVB shall grant the Commission Capacity Grant Funds in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) per program year, exclusively for use by the Commission in conducting the Program as described in Paragraph 1 and Attachment A. The Commission agrees that Capacity Grant Funds shall be used exclusively for Program purposes. The Commission agrees that any Capacity Grant Funds not expended for Program purposes shall be promptly returned to the ECCVB.

3. **RECORDS.**

The Commission shall maintain complete and accurate records of all transactions in the course of conducting Programs in accordance with generally accepted accounting principles and sound corporate practice. The Commission shall make such records available for inspection by the ECCVB or its designated partner representatives at any time upon request. The Commission agrees to submit Quarterly Reports and a Report at the end of each program year along with a budget sheet detailing what was actually spent by category. Additionally, the Commission will file a Final Report at the end of the 3rd Program year detailing all financial activity along with achievement of stated program objectives.

4. **INSURANCE INDEMNIFICATION.**

The Commission shall obtain and maintain insurance in appropriate amounts and coverage for the activities contemplated by the Program. The Commission shall indemnify and hold the ECCVB and its partners harmless for any claims and causes of action, including but not limited to negligence of any employee or agent of the ECCVB, as well as attorney fees, which may arise out of the Program.

5. **MATERIAL ACTIONS.**

The Commission shall provide the ECCVB prompt written notice of any material action, suit or proceeding before any court, governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, which affects the Commission. The Commission shall provide the ECCVB prompt written notice of any material change in condition, financial or otherwise, or material transaction that may affect its operations or performance of obligations under this Agreement.

6. **NONDISCRIMINATION.**

The Commission, its agents, and its employees, shall not discriminate against any person on the basis of race, color, national origin, religion, sex, age, or handicap in discharging the duties and responsibilities of the Commission under this Agreement. The Commission shall at all times comply with all applicable federal and state laws and regulations, including but not limited to; the Equal Credit Opportunity Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1866; the Pregnancy Discrimination Act; the Equal Pay Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Indiana Civil Rights Act; Vietnam Veterans Reemployment Act; the Occupational Safety and Health Act; the Employee Polygraph and Protection Act.

7. **FAILURE TO PERFORM OBLIGATIONS.**

In the event that the Commission is unable to perform its obligations under this Agreement for any reason, the Commission shall give prompt notice to the ECCVB of its inability to perform and the reasons therefore. In the event that the Commission is unable to perform its obligations due to war, strike, fire, explosion, sabotage, accident, casualty, governmental law or regulation or any other cause beyond the reasonable control of the Commission, such failure to perform may be deemed an excusable default by the ECCVB. In the event the Commission is unable to perform its obligations, the Commission shall promptly refund all Capacity Grant Funds provided under the terms of this Agreement, unless the ECCVB otherwise agrees in writing.

8. **TERM.**

This Agreement shall be effective as of the date first written above and shall continue in effect until **June 30, 2019** unless extended by written agreement of the parties or terminated as provided herein.

9. **TERMINATION.**

The ECCVB may, at any time, with or without cause, terminate this Agreement. Termination of this Agreement shall be effective immediately upon delivery of written notice to the undersigned or any person acting in the capacity of the undersigned. In the event of termination, the Commission shall immediately return to the ECCVB any Funds received by the Commission, but not expended by the Commission for Program purposes.

10. **NO THIRD PARTY BENEFICIARY.**

This Agreement shall not be construed to create in any person or entity not a party hereto or specifically named herein, any right, claim, benefit or defense with respect to the parties, or in any party claiming by through or under either of them, with respect to any loss, cost, damage, claim or cause of action arising under or pursuant to the terms of this Agreement.

12. **BINDING NATURE AND ASSIGNMENT.**

This Agreement shall be binding upon the parties hereto, their respective assigns, representatives and successors in interest. However, this Agreement shall not be assigned by either party without the written consent of the other party.

13. **ENFORCEABILITY.**

This Agreement shall be construed and applied in such a manner as to maximize the enforceability of any provision. In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation) is held to be invalid or unenforceable, if possible such provision shall be deemed rewritten and revised in a manner which eliminates the offending language but maintains the overall intent, in context of the Agreement. Provided, however, if that is not possible, the offending language will be deemed removed and the Agreement will otherwise remain effective and enforceable.

14. **ENTIRE AGREEMENT.**

This Agreement represents the entire understanding of the parties, and no modification hereof or addition hereto shall be binding upon the parties hereafter unless executed in

writing by both the ECCVB and the Commission.

15. **ADDRESSES.**

Whenever written notice is required by this Agreement, such notice shall be deemed given when sent by certified mail to the parties at the addresses provided below:

"ECCVB"

Elkhart County CVB
219 Caravan Dr.
Elkhart, IN 46514

"Commission"

City of Goshen Redevelopment Commission
204 E Jefferson St, Suite 2
Goshen, Indiana 46528

With a copy to:

Executive Director
Elkhart County CVB
219 Caravan Dr
Elkhart, Indiana 46514

Community Development Director
Mark Brinson
204 E Jefferson St, Suite 2
Goshen, Indiana 46528

16. **AUTHORITY.**

Each individual executing this Agreement on behalf of a party warrants that he or she is authorized to do so and that this Agreement will constitute the binding obligation of the party which he or she represents.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

"City of Goshen Redevelopment Commission"

by _____
Tom Stump

Its: _____
President

"ECCVB"

by _____
Diana Lawson

Its: Executive Director _____

ATTACHMENT A
SCOPE OF SERVICES

Downtown Goshen Creative Arts Initiative LIVE.WORK.PLAY. Grant Application

The City of Goshen Redevelopment Commission is requesting a grant from the LIVE.WORK.PLAY. Initiative to fund the development of a three (3) year “Creative Arts Initiative” in Downtown Goshen. This grant opportunity would provide the funding necessary for the initial phase of the fundraising campaign for the Goshen Theater in Year One as well as funding to procure a Creative Arts Coordinator to manage the implementation of Planning Theme 2.0 from the Downtown Goshen 2015 Plan in Years Two and Three.

Background

At the time that the Downtown Plan 2015 was developed, the Goshen Theater project was already well underway and the interest in the Creative Arts Initiative was born with the understanding that the Goshen Theater venue will become a reality for Goshen and will play a key role in enhancing the vibrancy of downtown. With knowing the importance of the Goshen Theater for the City, we are requesting funding for Year One to aid in the fundraising campaign to keep the project’s momentum moving forward. To date, substantial funding has been secured for the project but the fundraising component is a key piece to bringing the project together. The City is requesting \$50,000 in grant funding for 2016 to act as the seed funding for this initiative with the expectation that it will allow for the successful completion of the fundraising task.

The funding for the subsequent years would be utilized to move forward the Creative Arts Initiative as defined in the Downtown Plan 2015 by funding a Creative Arts Coordinator for the initiative. In 2014, Downtown Goshen, Inc. (DGI) and the City of Goshen commenced a multi-year planning process to update the Downtown Goshen Action Agenda, completed by HyettPalma in 2005. In updating the Downtown Action Agenda, overarching goals were to refine the vision, as well as develop new goals and objectives for the downtown to reflect the changes over the last decade. The plan contains recommended policies, projects and programs for downtown. Recommendations are organized into four planning themes, including:

1. Creating a vibrant and attractive city center
2. **Arts, culture and entertainment**
3. Hub for entrepreneurship and commerce
4. Accessible and connected

Arts, culture and entertainment was a prevailing theme throughout the development of the plan. To kick-off the planning process, City Planning staff conducted a SWOT (strength, weaknesses, opportunities and threats) analysis of the downtown with the DGI board. During the SWOT analysis, the group felt that there were opportunities to promote downtown Goshen’s arts community and offer arts oriented events beyond First Fridays.

To explore opportunities for the arts in downtown, City staff organized a focus group on “Leveraging the Arts in Downtown Goshen.” Representatives of DGI, the City, artist guilds, Hawks residents, local artists and downtown business owners attended. Many of the action items included in Planning Theme 2.0 “Arts culture and entertainment” originated from this focus group. A copy of Planning Theme 2.0 is attached as Exhibit A.

This application is being submitted on behalf of the City of Goshen Redevelopment Commission. As the recipient of the grant funds, the City will be able to oversee the efforts for all three years of this grant opportunity to ensure that the funding is managed to be best of its abilities.

Scope of Work – Year One

If awarded the funding, the Commission's intent will be to sub-award the grant funds to Goshen Theater, Inc. for the sole purpose of helping fund consultant to lead the fundraising campaign efforts. The costs for the consultant will exceed the grant funds available and will supplement the funds that Goshen Theater, Inc. has committed to this task.

The scope of work for the selected consultant will be as follows:

1. Develop a Case for Support

The selected consultant shall assist Goshen Theater, Inc. in developing a case statement to be utilized throughout the fundraising campaign.

2. Develop a Written Campaign Plan

The plan will provide the framework for the overall project and will organize and coordinate the components to the plan. It will describe the strategy and specific steps to be taken and shall include the following:

- a. A succinct version of the case statement;
- b. A brief description of the conceptual design;
- c. List of campaign leadership, their roles and responsibilities;
- d. Gift model: a projection of number of gifts by size; and
- e. Phased campaign schedule.

3. Establish Campaign Management

- a. Ensure sufficient staffing is in place to handle office support, special events and donor relations;
- b. Set up a donor database that is available for all fundraising staff to utilize;
- c. Establish a donor management system to track and prioritize prospects as they are identified, researched, cultivated, asked and recognized;
- d. Define the mechanism for how information flows to and from Goshen Theater, Inc. Board of Directors and the campaign committee; and
- e. Solicit volunteer support and ways to keep them informed so that they can effectively help the efforts.

4. Coordinate and complete the Silent Phase or Major Gifts Phase

- a. Establish a funding goal for the Silent Phase/Major Gifts Phase of the effort;
- b. Prepare materials for all prospects of this phase of the campaign that are concise, attractive and completely outlines the project's scope, cost and impact;
- c. Identify and solicit funding from Major Gift prospects through in-person contact; and
- d. Track and update funding progress for the campaign committee.

5. Set Campaign Goal

- a. Preparation of a report following the Major Gift Phase to detail progress for the Campaign Committee to allow for affirmation or adjustments of the final campaign goals; and
- b. Update all marketing materials to reflect any changes to goals and noting all significant donations secured to date as needed prior to launch of the public campaign.

6. Launch Public Phase of Campaign

- a. Assist the Campaign Committee in planning a special event that highlights the key leadership of the campaign and informs the audience that wider solicitation of support will begin; and
- b. Provide an informative program to emphasize the importance of the Goshen Theater project to the community.

Year One's Relevance to the LIVE. WORK. PLAY. Objectives

The Goshen Theater has been at the heart of Goshen's downtown since 1905. Although the original structure was destroyed by fire within a year of its original construction, the community realized the importance of the theater and funds were raised to rebuild. For over 80 years, it drew people into Goshen's downtown and was a vital piece of the town's fabric as a showpiece of community arts, culture and economic activity. For the past 20 years, it has been essentially dormant, housing churches that struggled to maintain the large, historic building.

In 2014, Goshen Theater, Inc. was formed with the purpose of purchasing and restoring the building. Out of a projected \$13.7 million project budget, it is anticipated that over \$11,200,000 in funding will be committed by the end of 2016. The private capital campaign, totaling \$2,500,000, is the final component of the funding strategy to be developed. The requested grant funding would be utilized to start the campaign process, with completion of the campaign expected during 2016. By first securing the majority of the funds from other sources, including a significant portion from public sources, it is believed that private donors will have more confidence in the project and therefore be more likely to provide support.

Once restoration is complete, the Goshen Theater will provide a first-rate performance and entertainment experience for artists and patrons alike. Renovation will bring the building up to modern standards and codes for entertainment venues. It will be redesigned for maximum flexibility in order to meet the needs of multiple disciplines including live music, cinema, theater, meetings, programs, private ceremonies and celebrations. The modernized facility will provide a source of culture and entertainment for the community, bolster the economic activity of Goshen's downtown and attract visitors and talent to the region.

Scope of Work – Year Two & Three

If awarded funding for Year Two & Three, the Commission will release a Request for Proposals for a Creative Arts Coordinator to manage the implementation of Planning Theme 2.0. A Creative Arts Council will be formed in 2016 to assist and oversee the implementation of the initiative for Years Two and Three. The Creative Arts Council will be comprised of local artists, downtown business owners and stakeholders, representatives of Downtown Goshen Inc., Goshen College, Goshen Community School Corporation, the artists' guilds at the farmers market, the Convention and Visitors Bureau and the Redevelopment Commission, among others. A draft description of the Creative Arts Council is attached as Exhibit B. A copy of Planning Theme 2.0 is attached as Exhibit A.

To prepare for Year Two, the City intends to begin working on the establishment of the Creative Arts Council immediately. A timeline of the process of preparing for Year Two is as follows:

1. Appoint Members to the Creative Arts Council
2. Review Planning Documents
3. Create a Scope of Work and Budget to be included in the RFP for a Coordinator
4. Solicit Proposals from Prospective Coordinators
5. Select Creative Arts Coordinator
6. Finalize Work Plan and Budget

The intent is to have all six (6) tasks completed before the end of 2016 so that work can begin immediately in 2017 for the initiative. The ECCVB and ECCF will be updated as we progress through this process regarding the specific scope and budget for Years Two and Three. The Creative Arts Council will be developing the scope based upon the following information developed as part of the Downtown Plan 2015.

Actions items included in Planning Theme 2.0 are organized into four broad goals, which include the following (please refer to Planning Theme 2.0 for a full list of action items):

2.1 Promote downtown Goshen as a destination for arts and culture

The Creative Arts Coordinator will work with relevant partners and stakeholders to market and promote the downtown Goshen arts community, as outlined in the plan, by creating promotional materials, developing a marketing campaign and visitors' packages. The marketing campaign will include both print and electronic materials and will use appropriate social media resources.

2.2 Enhance connections among existing artist networks in downtown Goshen and the greater community

As noted in the plan, while downtown Goshen has a wealth of artists, connections are often informal and fragmented. One of the roles of the Creative Arts Coordinator will be to convene members of the arts community, other partners and stakeholders for greater collaboration on arts oriented projects, programs and initiatives.

2.3 Encourage the development of artist spaces in downtown Goshen

There are a number of artist spaces in downtown Goshen, including studio, visual and performing art venues; however, opportunities exist to expand and develop new spaces. As outlined in the plan, the Creative Arts Coordinator will explore the feasibility and assist in the possible development of shared studio spaces, an artist co-op, professional spaces for performing arts and a public art program in the downtown.

2.4 Develop new and expand existing arts oriented events in the downtown

A survey conducted for the Downtown Goshen 2015 plan update found that approximately 80 percent of respondents would like to see more arts and culture events in downtown Goshen. As part of this initiative, the Creative Arts Coordinator will work to develop new and expand existing arts oriented events in the downtown, including an art, music and/or film festival, an art competition and leveraging existing performing arts events in the downtown.

Though Planning Theme 2.0 will be the foundation for this program, other initiatives may arise through input from the Creative Arts Coordinator and Creative Arts Council. A more specific scope of work will be developed and submitted to the ECCVB and ECCF in the coming months as detailed above.

Year Two & Three's Relevance to the LIVE.WORK.PLAY. Objectives

Downtown Goshen is already recognized as a destination for arts and culture, featuring a number of performing arts venues, galleries, studios and artist housing. Until recently, the development of the arts community in downtown Goshen has occurred relatively organically. The City of Goshen and Downtown Goshen, Inc. recognized the opportunity to enhance the downtown through the arts. As part of the development of the Downtown plan, an entire chapter, Planning Theme 2.0 "Destination for arts and culture," was included to address this. Grant funding for staffing dedicated to the implementation of this chapter will allow the City and DGI to build capacity for the arts in downtown Goshen, strengthening existing and developing new projects, programs and initiatives.

Throughout the development of the plan, the City and DGI engaged downtown business owners, local artists, guild representatives, Hawks residents and other stakeholders. Funding will allow the City and DGI to build on partnerships established during the development of the plan.

Although the Creative Arts Initiative is not directly tied to the Goshen Theater project, the continued enhancement of the downtown through this work will continue the momentum while the theater project is under construction. By the end of this grant cycle, downtown Goshen will have a renovated theater and a strong and vibrant art focus that will allow for the continued growth of our City.

Qualifications of Project Personnel

Becky Hershberger will provide grant oversight for the City. For the past 8 years, she has managed over \$4 million in grants funds from the USEPA and Indiana Brownfield Program. She understands the importance of identifying the goals for the funding and tracking and monitoring progress to ensure that work is completed successfully.

Gina Leichty will lead the day-to-day coordination and logistics for the fundraising campaign in Year One as President of Goshen Theater, Inc.. She has extensive experience in communications, research, strategic planning, public relations, program coordination, organizational and community development. Throughout her career, she has worked in both the public and private sector, developing successful strategies for large corporations, municipalities and individual clients.

Gina has extensive experience managing community development projects. She has led the development of a number of not-for-profit organizations and developed Goshen's highly successful First Friday's program. She has her Bachelor of Arts in English from Goshen College.

Abby Wiles, Assistant Planning Administrator for the City of Goshen, will be involved with the Creative Arts Council and will participate in developing the scope of work for the Creative Arts Coordinator for Years Two and Three.

Relevant Experience

The City of Goshen's Redevelopment Commission is applying to be the recipient of the grant funds. As detailed in the application, they will have the authority to sub-award the funds in Year One to Goshen Theater, Inc.. For Years Two & Three, it is anticipated that a Creative Arts Coordinator will be selected to oversee the initiative for both years and the agreement will be between the Commission and the Creative Arts Coordinator directly. The Commission has provided oversight for numerous multi-million dollar redevelopment projects over the past several years and is an unbiased party that will be able to review progress through project updates on a quarterly basis.

Goshen Theater, Inc. Board of Directors will play a significant role in the capital campaign. Several board members have had prior involvement in major capital campaigns and are eager to share their expertise and take an active role in the campaign. The Board will also be establishing a Campaign Committee of individuals who have been involved with other successful campaigns and who have social and professional connections to potential donors.

For the ongoing Creative Arts Initiative, it is anticipated that the Creative Arts Council will play a large role in overseeing the progress, as well.

Quarterly Reporting

Year One

If awarded the grant, the Redevelopment Commission will subaward the funds to Goshen Theater, Inc. through a written agreement. One of the stipulations in the agreement will be the requirement for quarterly reporting on the progress of the campaign. The reports will provide the following information:

- Campaign Committee Information
- Detailed progress updates on each component to the scope of work (percentage completed for each task)
- Pledge Totals
- Information regarding any fundraising events held

The Commission will provide copies of all reports received to the ECCVB and ECCF.

Year Two & Three

If awarded the grant, the Redevelopment Commission will procure a Creative Arts Coordinator through a formal Request for Proposal process to oversee the implementation of the Creative Arts Initiative. They will provide status updates to the Commission on a monthly basis. They will also report to the Creative Arts Council.

The official scope of work for this portion of this grant opportunity is still being developed. Additional information will be provided to the ECCVB and ECCF within the next several months regarding specific tasks to be completed to achieve the goals defined by the Planning Task. 2.0 plan and detailed tracking mechanisms for the initiative.

Cost Proposal

Year One

The selected consultant will be compensated on a fixed-fee basis. A copy of the selected proposal from Aly Sterling Philanthropy is attached as Exhibit C. With a total fundraising goal of \$2,500,000, it is expected that the consultant agreement will not exceed \$125,000 or 5% of the total fundraising goal. The \$50,000 provided through the grant will fund the initial portion of the project, including the development of a case for support, the written campaign plan, the establishment of the campaign management and the coordination and kickoff for the silent phase/major gifts phase of the campaign. The goal will be to award the consulting contract for these tasks with the understanding that the remaining two (2) tasks will be funded through funding that Goshen Theater, Inc. has already committed to this task.

The costs for publications, mailings, meetings, etc., will be paid by Goshen Theater, Inc. and will be separate from the consulting fees to avoid markup and control costs for this overall project.

To date, \$11,200,000 has been identified for this project. The total project cost is estimated at \$13,700,000 and the breakdown for leveraged funds is as follows:

- City of Goshen Funding - \$4,000,000
- State Funding (Regional Cities Grant) - \$2,200,000
- Grant Funding - \$5,000,000

The goal is to fund the \$2,500,000 remaining with funds provided through the fundraising campaign.

Year Two & Three

It is anticipated that the LIVE.WORK.PLAY.Initiative funds will be utilized in Years Two and Three to fund a Creative Arts Coordinator to move forward our Creative Arts Initiative. In addition to the cost for the coordinator, there will also be funds budgeted for marketing and materials. More specifics regarding the budget will be provided to the ECCVB and ECCF within the next few months as detailed above.

Exhibit A

Planning Theme 2.0: Destination for arts and culture

Goal 2.1: Promote downtown Goshen a destination for the arts and culture

Downtown Goshen is recognized as a destination for arts and culture. Concentrated within the downtown is a nucleus of artist guilds, studio spaces, galleries and The Hawks, a newly developed live/work community for artists and entrepreneurs. DGI, in partnership with other stakeholders, will capitalize on the existing concentration of artists by promoting downtown Goshen as a destination for the arts and culture locally, regionally and beyond.

- **Action 2.1.1:** Develop a listing or map of galleries and arts destinations in and around downtown Goshen
- **Action 2.1.2:** Partner with the Elkhart County Convention and Visitors Bureau (ECCVB) and other stakeholders to promote downtown Goshen and the greater community as a destination for the arts, including:
 - Arts-oriented events such as studio tours
 - Individual artists
- **Action 2.1.3:** Develop a marketing campaign to promote the arts community of downtown Goshen and the greater community
 - Within the Michiana region
 - Targeted markets within driving distance (i.e. Chicago metropolitan area, Michigan and Ohio)
- **Action 2.1.4:** Continue to use the Good of Goshen campaign to highlight artists in downtown Goshen and the greater community
- **Action 2.1.5:** Highlight artist and arts-oriented events in other promotions (i.e. 10 Things to Do in Goshen, Goshen as a Weekend Destination)
- **Action 2.1.6:** Explore the feasibility of offering arts-oriented visitor packages, possibly including live events and private instruction, such as art classes (photography, painting, etc.) and live instruction (music, dance, etc.)

Goal 2.2: Enhance connections among existing artist networks in downtown Goshen and the greater community

Though downtown Goshen has evolved into a nucleus for arts and culture, some artists are more connected to downtown events and associations than others. Artist networks within the City of Goshen are both formal and informal. Some collaborate, while others work independently. Additionally, there are

The Photographers Guild (Goshen)

Founded in 1999 by a group of local residents, the Guild was established as a place for photographers to gather and share their common interest. Today we continue to focus on this mission and encourage the community to join us for an opportunity to learn and share, make new friends, enjoy an outing, or just have fun! We have students, retirees, professionals, business owners, hobbyists— these are just some of the people who make up the Guild's membership. It's a place for everyone with an interest in photography.

Source: <https://photoguild1.wordpress.com/about-us/>

opportunities to collaborate with artists in schools, institutions and locations outside of the downtown.

- **Action 2.2.1:** Connect artists with planning processes, committees, and projects
- **Action 2.2.2:** Partner with key stakeholders to expand and promote existing art spaces, events and other programming, including :
 - Downtown studios and galleries
 - Guilds at the Goshen Farmer's Market
 - The Hawks Tenants Association
 - The Old Bag Factory
- **Action 2.2.3:** Connect art students at Goshen High School, Goshen College and other institutions with arts events, programs and promotions in the downtown
- **Action 2.2.4:** Connect the arts community in downtown Goshen and the greater community with other regional events and initiatives
- **Action 2.2.5:** Explore the feasibility of establishing an "artist in residence" program

Goal 2.3: Encourage the development of artists spaces in downtown Goshen

Downtown Goshen is recognized as a destination for arts and culture, with a concentration of artist guilds, studio spaces, galleries and housing; however, there are opportunities to develop additional spaces for art and artists that would further progress and enhance the downtown's position as an arts destination.

- **Action 2.3.1:** Encourage the development of shared studio space for artists in upper story spaces in the downtown (i.e. LightBox)
- **Action 2.3.2:** Explore the feasibility of an artist co-op in the downtown (i.e. Artists' Own in Lafayette, Indiana or Chartreuse Co-op Art Gallery in downtown St. Joseph, Michigan)
- **Action 2.3.3:** Encourage the development of professional spaces for dance, theater and private instruction in and around the downtown
- **Action 2.3.4:** Encourage artists to partner with downtown merchants and other businesses to showcase and promote their art
- **Action 2.3.5:** Encourage and support the public art installation in the downtown (i.e. art alley)

Chartreuse Artist Co-op

Located in downtown St. Joseph, Michigan, Chartreuse is a co-operative art gallery, jointly owned and operated by all its members. Members contribute their time and talent to all aspects of running the gallery. This includes staffing the gallery, designing and building the display space, running the business, public relations, organizing open houses and guest artist exhibitions.

Artists residing within 50 miles of St Joseph, Michigan, are welcome to apply for membership. Applications are reviewed when received, but applicants will only be accepted for membership when there is an opening for their medium of work.

New artists pay a one-time initiation fee plus the first month's rent. All members pay a monthly rental fee as well as a percentage of the sale of their artwork. Members are required to gallery-sit an average of 12 hours per month, usually a total of three 4-hour shifts. Members are also required to participate in the running of the business.

Source: <http://www.chartreuseartgallery.com/about.html>

Goal 2.4: Develop new and expand existing arts oriented events in the downtown, including studio/visual arts and the performing arts

Downtown Goshen currently offers many arts-oriented events, including studio tours, an art tour during November First Friday, Arts on the Millrace as well as events hosted by private organizations and businesses. A survey conducted for the update found that approximately 80 percent of respondents would like to see more arts and culture events in downtown. Opportunities exist to develop new and expand existing events in the downtown, particularly multi-cultural art and artists.

- **Action 2.4.1:** Continue to host arts-oriented events and tours, including:
 - November First Friday Arts Tour
 - Studio Tours
 - Arts on the Millrace
- **Action 2.4.2:** Partner with Goshen High School, Goshen College, Art House, Ignition Music, Goshen Theater and other institutions to develop new and expand existing arts programming and events in the downtown
- **Action 2.4.3:** Host a one or two-day art, music and/or film festival in downtown Goshen
- **Action 2.4.4:** Develop and offer additional performing arts events at the Goshen Theater, including music, dance, etc.
- **Action 2.4.5:** Explore the feasibility of hosting an art competition in downtown Goshen (see ArtPrize sidebar)
- **Action 2.4.6:** Identify and evaluate new locations for arts-oriented events in the downtown (i.e. The Powerhouse, The Hawks, Goshen Brewing)
- **Action 2.4.7:** Leverage performing art events at downtown venues (Ignition Music, Goshen Art House, Goshen Theater) to highlight and promote visual/studio art and artists

ArtPrize

ArtPrize® is a radically open, independently organized international art competition and a 501(c)(3) non-profit organization. What Makes ArtPrize Unique?

- Open Call for Artists and Venues: Anyone over the age of 18 can be an artist and any space within the ArtPrize district can be a venue. Anyone can participate.
- Independently Organized: The entire ArtPrize exhibition is independently organized by venues and artists who connect through artprize.org.
- Public Vote and Juried Awards: Two \$200,000 grand prizes and eight category awards, more than \$500,000 is awarded. Half decided by public vote, and half decided by a jury of art experts.

Source: <http://www.artprize.org/about>

Exhibit B

CREATIVE ARTS COUNCIL

PURPOSE

The City of Goshen has determined that it is advisable to create a Creative Arts Council to assist the City in identifying and creating policies and action plans that pertain to the enhancement of a vibrant, engaged arts community as an economic development strategy with the understanding that the arts provide jobs, attract visitors, create products, influence consumer spending and build community vitality.

All members of such Council shall have a genuine concern for both the arts and the total community and provide a diversity of viewpoints and pool of expertise in the arts, as well as business.

MEMBERSHIP AND QUALIFICATIONS

Council members shall not exceed eleven (11) members.

DUTIES AND RESPONSIBILITIES

That the duties and responsibilities of the Council shall be to:

1. Assist City administration in fostering a strong and vibrant cultural environment that supports a diverse program of the performing and creative arts for both residents and visitors;
2. Strengthen the role of arts and cultural resources in City revitalization efforts;
3. Increase opportunities for incorporating arts and culture in the City's community development agenda;
4. Enhance awareness of the cultural assets in the City;
5. Assist the City to survey and assess the community's needs, resources and support for artists and arts initiatives;
6. Develop recommendations that will help the City respond to the needs and creative possibilities within the City;
7. Identify and recommend policies and formulate long-range plans to cultivate the arts and build on existing programs to create a common vision;
8. Serve as cultural liaison with the City between the interests of the creative community, business community, tourist industry and the community-at-large;
9. Identify and advise the City on ways to attract county, state and federal programs and grants in direct support of arts programs with the City;
10. Encourage excellence in design and historic preservation;
11. Develop initiatives that encourage the growth of cultural tourism and creative industries;
12. Stimulate greater public awareness and appreciation of the importance of the arts in creating and sustaining a vibrant community;
13. Encourage and facilitate opportunities for residents and tourists to participate in artistic activities;
14. Coordinate information and programs with the other established advisory boards within the City; and
15. Coordinate with appropriate City staff regarding parks, open space and facilities within the City for utilization of such facilities to promote arts awareness in the City.

Exhibit C

March 9, 2016

Gina Leichy
Board President
Goshen Theater
216 S. Main Street
Goshen, Indiana 46526

Dear Gina,

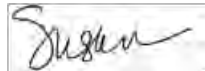
I thoroughly enjoyed the phone meeting discussing your capital project, and am delighted to have the opportunity to submit this proposal to you for a feasibility study.

A feasibility study is an opportune time to connect with stakeholders to inform and inquire, and to develop a deeper understanding of your donors' *specific* interests and inclination for charitable support. Our mission will be to explore.... ***Which project will get them most excited? Which doesn't and why? How much of a donation might they be willing to invest? Who might make a great volunteer campaign leader?***

Experience shows that as you encourage meaningful donor dialogue by exploring values and philanthropic vision - *early* - you will realize a new level of commitment to mission and project that far surpasses any assumptions you may have otherwise made. Your interest in conducting this personal exploration with key donors and prospects will be of tremendous value, not only for short-term strategic goals, but for the future.

I look forward to continuing our discussion and hope this is the start of a great partnership between Aly Sterling Philanthropy and Goshen Theater, Inc.

Sincerely,



Susan Harms, CFRM
Chief Operating Officer

Proposal for Services

Organization: Goshen Theater, Inc.

Project: Feasibility Study

Proposal Date: March 2016

Our Process and Approach

Feasibility Study - Overview

Timeframe: 3 months (estimated)

Our Feasibility Study is a *gently guided yet objective approach to understanding more about the giving motivation and inclination of your key donors/funders, prospects and community leaders.*

Our Interviews have **three primary purposes**: 1) to reinforce to your stakeholders the value of their past contributions to your mission and the importance they hold to your future endeavors 2) to introduce a strategic initiative to your stakeholders to gauge their charitable inclination and philanthropic values and 3) from that dialogue, to assess the overall feasibility and strategy for raising the funds necessary to meet the financial requirements of the strategic initiative.

Our results are far greater than just feedback on the strategic initiatives presented. Through this process we are better able to *qualify your donors' capacity for giving, uncover new volunteer leadership, report new prospects* (via peer relationships with others inclined to support your mission) and *deepen the respect your donors have for you* given their invitation to be included in such an exclusive engagement.

Pre-Study Work:

- **Case for Support / Strategic Initiative**
We'll work with your team to ensure your Case for Support is succinct, clear and visually impactful. The Case for Support helps synchronize gift cultivation efforts for your staff, board and volunteers while also presenting a professional presentation and selection of 1-3 strategic investment options to your donors and prospects for consideration.
- **Interview Segmentation**
We'll work with your team to help segment the right people to interview, selecting from past and current donors, board members, key volunteers, funders, prospects, recipients of service and community leaders to name a few. Additional research may include giving history, relationship to the organization, sphere of influence and potential for support.
- **Collaborative Script & Communication Development**
Our team will walk you through each element of communication with our prospective interviewees. We'll work together to formalize the exact questions we'll ask your stakeholders. We'll provide you with a detailed timeline that outlines the exact communication dates, including the customized templates you'll need to notify them of their exclusive selection, key message points, scripts for scheduling, and follow-up letters to express gratitude and advise them of next steps.

20-25 Face-to-Face Interviews

We know we're representing your organization, so the care and confidence of your donors and prospects are our highest priority.

20-25 1:1 Interviews: We will meet with your donors at a location of their convenience. We typically meet at a person's home, place of employment, on-site at our client's location or a neutral location such as a coffee shop or restaurant. We'll anticipate interviews to last no more than 60 minutes. (Note: while we will offer a face-to-face interview, a certain percentage of interviewees will elect a phone interview instead. Our team will always defer to interviewee preference.)

Post-Interview Work and Deliverables:

- **Written Recommendations and Presentation**

Our results and recommendations will be summarized in a written summary and we will present our findings to your core leadership team before the completion of our engagement. Included in these recommendations will be an assessment of strengths and weaknesses, an analysis of ability to achieve the fundraising goal, and identification and assessment of any obstacles and strategies for addressing them.

Our custom summary will include narrative and recommendations organized around key campaign success factors, including:

<i>Reputation & Awareness</i>	<i>Feasibility</i>
<i>Project Need</i>	<i>Environment</i>
<i>Fundraising Experience</i>	<i>Board & Staff Leadership</i>
<i>Campaign Volunteers</i>	<i>Sustainability</i>
<i>Infrastructure</i>	

Proposed Timeline (estimation only)

<i>Feasibility & Mission Exploration Timeline</i>	Month 1	Month 2-3	Month 4
Planning Session			
Interview List Compiled & Approved, Communication/Invitations Sent			
Case for Support Development			
Interview Questions Approved			
Interviews Conducted			
Draft Review of Written Evaluation and Recommendations			
Presentation of Written Evaluation and Recommendations			

Investment Overview

Comprehensive Feasibility Study

\$20,000*

Case for Support Development, Prospect/Donor Segmentation, Collaborative Script & Communication Development, 20-25 In-Person Interviews, Written Recommendations & Presentation

Notes, Assumptions & Variables

* Any travel-related expenses (including mileage, hotel, meals) will be billed separately with advance approval of expenditures by client. For this engagement, 2 in-person visits are estimated. Printing of Case for Support is responsibility of the client.

Qualifications of Aly Sterling Philanthropy

Aly Sterling Philanthropy is a full-service fundraising and board governance firm, specializing in building sustainable solutions for non-profits. "Sustainable" is a key component to our philosophy and practices as we believe organizations have both the desire and ability to create authentic and manageable systems that result in a continuous cycle of board leadership, donor engagement and transformational gifts.

Our clientele spans a variety of fields within the non-profit sector, including but not limited to social / human service, legal aid, education, arts and healthcare. Aly Sterling Philanthropy focuses on developing sustainable fundraising and board governance solutions for clients. This is accomplished through a core philosophy of ensuring each organization has a sound infrastructure from which to grow and prosper. Aly Sterling Philanthropy's service line includes capital campaign feasibility and leadership, feasibility studies, fundraising assessment, strategic planning, executive search consultation and training, and board governance. In addition to core services, team members are frequent presenters on fundraising and board governance topics for local, regional and national associations and conferences.

Client References

Candy Yoder, President / CEO
Child and Parent Services (Elkhart, Indiana)
574.295.2277
CYoder@capselkhart.org
www.capselkhart.org

Dewayne Dickens, Executive Director
Ronald McDonald House of Southern West Virginia
304.346.0279
dewayne@charlestonrmhc.org
<http://charlestonrmhc.org/>

We have engaged with both of these clients for both feasibility studies and capital campaign partnerships.

The Aly Sterling Philanthropy Team Approach

We think two (or more...) minds are better than one. Our team is comprised of seasoned professionals - who work collaboratively with one another, and with our clients. **To ensure we stay on time and on budget, your project will be assigned one of our team members as lead once our engagement commences. At the same time, you get the benefit of our whole team's collective knowledge and expertise.** This collaborative approach and the diversity of our backgrounds mean better, more innovative outcomes for our clients.

March 9, 2016

Gina Leichty
Board President
Goshen Theater
216 S. Main Street
Goshen, Indiana 46526

Dear Gina,

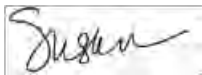
We are honored to be considered as a potential partner to you and Goshen Theater, Inc. as you plan your capital campaign, and to present you with the following proposal.

As you have requested, we've put together the following proposal to outline how we will serve as your campaign partner. Our partnership with you includes creating an overall strategy that infuses specific mission-based knowledge with national best practice trends and techniques; advising on specific gift strategies for your major donors and prospects; providing education and consultation on motivating and sustaining the momentum of your staff, board, and volunteer solicitors, and most importantly, serving as a trusted accountability and resource partner throughout it all.

We believe the results can and should equate to more significant gifts, an on-time if not accelerated campaign completion, and a transformed post-campaign culture of giving for the organization.

I look forward to connecting with you to review the proposal, and to a successful partnership.

Best regards,



Susan Harms, CFRM
Chief Operating Officer

Service Overview

Organization: Goshen Theater, Inc.
Project: Campaign Leadership
Date: March 2016

Campaign Leadership: Our Approach

What is a Campaign? We love this definition, according to the great fundraiser Henry Russo:

“The mounting of a significant fundraising effort to provide for major institutional needs, i.e., buildings, endowment or operating needs. Such an effort involves sound research, long-range planning, persuasive campaign literature, leadership training (including staff, board and volunteer), effective organization, application of proven procedures, careful scheduling, follow-up and publicity – all within a specified time period and prescribed budget.”

Campaigns – capital or endowment - can be transformational for an organization. They provide an unparalleled sense of focus, fuel and motivation. And campaigns are an exciting time of growth for an organization. Staff skills are strengthened, leadership’s vision is fulfilled and board members and volunteers palpably touch the heart of the organization in a way they never have before.

What is the value of a Campaign? Here are just a few long-term benefits:

1. The benefit of creating positive awareness and publicity
2. The benefit of developing vibrant volunteer leadership and staff expertise
3. The benefit of total organization immersion into your core mission
4. The benefit of adding new prospects, donors and dollars to your on-going development efforts
5. The benefit of success --- there’s nothing else like it.

Aly Sterling Philanthropy will serve as an “accountability partner” to ensure milestones are being met and provide continuous consultation on gift cultivation and campaign strategy implementation.

Here’s a quick snapshot of our overall Campaign Leadership process (estimated 12-15 months):

The following initiatives will be our focus during the critical “Pre-Campaign Planning” phase

- ✓ Overall campaign strategy and timeline development
- ✓ Cabinet structure assessment and selection
- ✓ Campaign immersion - board and staff training
- ✓ Case for Support finalization
- ✓ Consultation on all campaign collateral materials
- ✓ Database consultation
- ✓ Scale of giving creation
- ✓ Prospect segmentation, ranking and assignment

The next phases, *Campaign Ignition, Public Appeal and Campaign Dedication* encompass the following elements

- ✓ Dedication & naming opportunity development
- ✓ Collaboration with internal communications and/or PR staff to create a campaign communications plan
- ✓ 100% Board, cabinet & staff gift participation
- ✓ The “5i” Prospecting System implementation – Identification, Information, Interest, Involvement & Investment – to meet the financial goals
- ✓ Lead & major gifts strategy and solicitation to meet goal
- ✓ 1:1 cabinet solicitation coaching
- ✓ Cabinet & prospect scheduling, follow-up and tracking
- ✓ Donor recognition system development
- ✓ Public announcement communications strategy, including media kits and press releases
- ✓ Tertiary appeal phases (i.e., constituents, vendors, corporate partners)
- ✓ Consultation on web site and social media campaign strategy
- ✓ Direct mail campaigns
- ✓ Community giving initiatives
- ✓ Donor and cabinet recognition & celebration
- ✓ Post-campaign transition to on-going development efforts

After the campaign reaches a pre-determined portion of its overall goal, we will transform into the public phase which may include direct mail, community public relations and event initiatives and pre-dedication planning. Planning and implementing all dedication components, from timed PR, event preparation to formalizing naming rights need to be addressed. We believe the cornerstone of success is in the details ... from the beginning of your campaign, through to the end.

Ongoing Evaluation

Throughout our engagement, we will hold regular leadership check-in meetings that allow us to monitor our progress against strategy using a precise timeline. If it is off target, we will look at options for realignment.

Investment Overview

Intensive Campaign Partnership Retainer

\$6,400/month*

ASP drives strategy on a weekly basis, managing details and tasks that keep everyone on track every step of the way. ASP works directly with staff and cabinet leadership managing meeting agendas and action items on an individual basis, in addition to our overall accountability partnership.

Notes, Assumptions & Variables

* Any travel-related expenses (including mileage, hotel, and meals) will be billed separately with advance approval of expenditures by client. Printing of campaign-related materials is responsibility of the client.

References

Candy Yoder, President / CEO
Child and Parent Services (Elkhart, Indiana)
574.295.2277
CYoder@capselkhart.org
www.capselkhart.org

Dewayne Dickens, Executive Director
Ronald McDonald House of Southern West Virginia
304.346.0279
dewayne@charlestonrmhc.org
<http://charlestonrmhc.org/>

We have engaged with both of these clients for both feasibility studies and capital campaign partnerships.

Qualifications of Aly Sterling Philanthropy

Aly Sterling Philanthropy is a full-service fundraising and board governance firm, specializing in building sustainable solutions for non-profits. “Sustainable” is a key component to our philosophy and practices as we believe organizations have both the desire and ability to create authentic and manageable systems that result in a continuous cycle of board leadership, donor engagement and transformational gifts.

Our clientele spans a variety of fields within the non-profit sector, including but not limited to social / human service, legal aid, education, arts and healthcare. We focus on developing sustainable solutions for clients. This is accomplished through a core philosophy of ensuring each organization has a sound infrastructure from which to grow and prosper. Service lines includes capital campaign feasibility and leadership, strategic planning, executive search and training, and board governance training and development. In addition to core services, team members are frequent presenters on fundraising and board governance topics for local, regional and national associations and conferences.

The Aly Sterling Philanthropy Team Approach

We think two (or three...) minds are better than one. Our team is comprised of seasoned professionals - who work collaboratively with one another, and with our clients. And, to ensure we stay on time and on budget, **your project will be assigned one of our team members as lead once we agree to engage.** At the same time, you get the benefit of our whole team’s collective knowledge and expertise. This collaborative approach and the diversity of our backgrounds mean better, more innovative outcomes for our clients.

Partial Client List & References

Arts/Culture

TCAC/Valentine Theatre
Toledo Ballet
Toledo Opera
Toledo School for the Arts

Animal Welfare

Assistance Dogs of America, Inc.
Friends of the Animals
Toledo Area Humane Society

Corporate

The Andersons, Inc.
Fifth Third Bank
The William Fall Group

Education

Autism Model School
Bishop Hoffman Catholic Schools
Bowling Green State University
Calvert Catholic Schools
Central Catholic High School
Forest City Education Foundation (Iowa)
Lima Central Catholic
Maumee High School
Northwest Ohio Scholarship Fund
Norwalk Catholic Schools
Oregon City Schools & Foundation
PACE (Parents Advancing Choice in Education)
Perrysburg Schools & Foundation
St. Bernard Parish/School
St. John's Jesuit High School & Academy
St. Joseph Catholic Parish (Maumee)
St. Kateri Catholic Schools
St. Mary's Catholic Central
St. Ursula Academy
Sandusky Central Catholic
Sylvania Academic Excellence Foundation

Environmental

Black Swamp Conservancy
Toledo Metroparks
Northwestern Water & Sewer District

Faith-Based Organizations

Catholic Club
Catholic Diocese of Toledo
First Presbyterian Church of Maumee
Lutheran Special Education Ministries
Northwestern Ohio Synod
Sacred Heart Parish Catholic Community
St. Francis Community of Tiffin
St. Joan of Arc Catholic Church
St. Michaels in the Hills Episcopal Church
Zoar Lutheran Church

Foundations

The Bryan Area Foundation
The Columbus Foundation
Elkhart County Community Foundation
Findlay-Hancock County Community Foundation
Indiana Philanthropy Alliance
Toledo Community Foundation
Toledo Rotary Club Foundation

Health, Human & Social Services

The Ability Center of Greater Toledo
Beach House Family Shelter
CAPS (Child And Parent Services) of Elkhart County
Children's Mentoring Connection
City of Toledo
Compass
Gliding Stars
Goodwill Industries of NW Ohio
Hannah's Socks
HCR ManorCare Gives
Kidney Foundation of NW Ohio
MLK Kitchen for the Poor
Open Door Ministries
Porter Hills Retirement Community & Services
ProMedica Health System
Rescue Mental Health
The Sight Center
Toledo Fair Housing Center
Toledo Urban Federal Credit Union
Wood Lane Residential Services

Historic Villages

Sauder Village
Hancock Historical Museum
Dexter Area Historical Society

National Chapter Organizations

Boys & Girls Clubs of Elkhart County (Indiana)
Boys & Girls Clubs of Toledo
Boys & Girls Clubs Alliance of Ohio
Erie Shores Council Boy Scouts of America
Maumee Valley Habitat for Humanity
Kiwanis Club of Toledo
Ronald McDonald House Charities of NW Ohio
Ronald McDonald House Charities of Southern West Virginia

Social Justice Advocacy/Legal Aid

Advocates for Basic Legal Equality (ABLE),
Legal Aid of Western Ohio, Inc. (LAWO)
Equal Justice Foundation
Legal Aid Foundation of Los Angeles
Pine Tree Legal Assistance (Maine)
Pisgah Legal Services (North Carolina)

RESOLUTION 69-2016

Authorize Negotiation and Execution of an Agreement with Keramida for an Asbestos Assessment for the Former Goshen Inn

WHEREAS three (3) quotes to complete an asbestos assessment for the former Goshen Inn were requested; and

WHEREAS it is recommended that Goshen Redevelopment Commission authorize Community Development Director Mark Brinson to negotiate and execute an Agreement with Keramida to complete the asbestos assessment for the former Goshen Inn that is consistent with their quote, a copy of 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 an Agreement on behalf of the City of Goshen and the Goshen Redevelopment Commission with Keramida for the asbestos assessment for the former Goshen Inn that is consistent with their bid.
2. The execution of any such Agreement shall be presented to the Redevelopment Commission for ratification at a subsequent Redevelopment Commission meeting.

PASSED and ADOPTED on June 14, 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: June 14, 2016

RE: Authorize Negotiation and Execution of an Agreement with Keramida for an Asbestos Assessment for the Former Goshen Inn (1375 LWE)

The Commission will be accepting proposals at the June Commission meeting for the former Goshen Inn at 1375 Lincolnway East. Regardless of whether it is rehabilitated or demolished, it is beneficial to complete an asbestos assessment on the property to quantify the amount of asbestos-containing materials (ACMs) within the building. We have requested three (3) quotes to complete the assessment and are requesting that the Commission authorize negotiation and execution of an agreement with Keramida to complete the work. The scope of work is as follows:

- Collection of approximately 120 individual samples throughout the structure
- Laboratory analysis of the samples
- Written report of findings to the City to determine further action – to include a cost estimate for abatement of any identified ACMs

Keramida has provided the following pricing:

- Asbestos Inspection & Report - \$2,830.00
- Collection of 120 samples (at \$6.50/sample) and subsequent analysis - \$780.00
- Point Count Analysis for 20 samples (\$20/sample) - \$400

We are requesting permission to proceed with an agreement as detailed above and with the pricing shown for a not-to-exceed agreement price of \$4,010.00. If additional samples are needed, an amendment will be completed for the additional work based on the per sample pricing. It is anticipated that Keramida will be given Notice to Proceed as soon as the agreement is executed.

June 9, 2016

Ms. Becky Hershberger
Brownfields Coordinator
The City of Goshen
204 E. Jefferson Street, Suite 2
Goshen, IN 46528

Re: **Demolition Asbestos Inspection**
Former Goshen Inn
1375 Lincolnway East
Goshen, Indiana
KERAMIDA Proposal No. P20294, Revised

Dear Ms. Hershberger:

KERAMIDA Inc. (KERAMIDA) is pleased to submit this proposal to the City of Goshen (Client) to provide a demolition asbestos inspection for the former Goshen Inn Property (205 room unit and adjacent building) located at 1375 Lincolnway East in Goshen, Indiana. The scope of work and cost estimate is outlined in this document.

Demolition Asbestos Inspection

The following activities will be completed for the asbestos inspection:

1. Compliant asbestos inspection and random sampling by an accredited inspector as required by the Indiana Department of Environmental Management (IDEM) and National Emissions Standard for Hazardous Air Pollutants (NESHAPS) regulations prior to pre-demolition of the three structures.
2. Compliant Polarized Light Microscopy (PLM) analysis of the asbestos samples by an accredited laboratory with a standard turnaround time (5 to 7 business days). For budgetary purposes, KERAMIDA has estimated 120 samples will be collected, and if needed, 20 samples will be analyzed per the EPA 400 point-count method. There will be an additional charge for any samples that are requested by you to be analyzed by Transmission Electron Microscopy (TEM) methods.
3. At the conclusion of the inspection, and following laboratory analysis, preliminary analytical results will be provided when they are known by KERAMIDA. Following receipt of the final laboratory analytical report, KERAMIDA will prepare a summary report that will include analytical information and other relevant information regarding the inspection. Also, the report will include budgetary cost to address the abatement of identified (if present)

asbestos containing materials (ACM). The report will be submitted to the Client electronically.

To conduct the inspection, the Client must provide access to all areas to be inspected. KERAMIDA's inspectors will utilize industry-accepted methods to collect samples of suspect material. Damage will occur when taking asbestos samples. We will not repair areas where samples are taken.

Cost Estimate

The costs associated with this proposal are summarized and presented for your convenience in Table 1, and are based on normal and foreseeable conditions. Work will be completed in accordance with the attached Terms and Conditions.

**Table 1
Cost Estimate
Demolition Asbestos Inspection
Former Goshen Inn Property, Goshen, Indiana**

Item	Cost
Asbestos Inspections and Report*	\$2,830
PLM Asbestos Analysis – 120 samples at \$6.50 per sample (Standard TAT)**	\$780
Point-Count Analysis (EPA 400 Points) – 20 Samples at \$20 per sample (Standard TAT)**	\$400
Total Cost	\$4,010

TAT = Turnaround Time for Analysis Completion (5 Business Days)

***KERAMIDA will not repair the sample locations.**

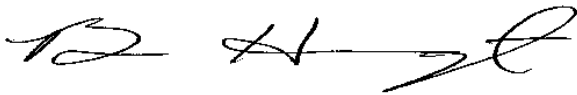
** Number of samples and days are for budgetary purposes; the Client will only be charged for actual amount of samples analyzed and days worked.

KERAMIDA appreciates this opportunity to provide you with quality environmental services. We are looking forward to working with you on this project. Please call if you have any questions regarding this proposal or if we can be of service to you in any other way.

Sincerely,
KERAMIDA Inc.



Steve Cobb
Senior Project Manager



Brian Harrington
Vice President

PROPOSAL ACCEPTANCE SHEET

Description of Services: *Asbestos Inspection – Former Goshen Inn & Adjacent Bldg.*
Project Location: *1375 Lincolnway East, Goshen, IN*
Proposal No. and Date: *P20294-Revised, June 9, 2016*

FOR APPROVAL AND PAYMENT OF CHARGES: If approval and payment are not handled by the same individual, please indicate the appropriate name(s).

Charge Invoice to the Account of:

Firm/Company: *City of Goshen*
Address: *204 E. Jefferson Street, Suite 2*
City/State: *Goshen, IN* **Zip:** *46528*
Attention: *Ms. Becky Hershberger* **Phone #:** *(574) 533-3579*
Email: beckyhershberger@goshencity.com

PAYMENT TERMS:

Project Cost: \$2,830 + \$6.50 per PLM sample (maximum 120, standard turnaround time) and \$20 per Point-Count (EPA 400 points) sample (maximum of 20, standard turnaround time)

Retainer Fees - A retainer in the amount of \$0 is to be paid to KEI prior to the commencement of the work, with the remainder of the fees due when invoiced upon completion of the project. For on-going projects the remainder of the fees will be billed monthly based upon work performed.

Professional Fees & Expenses – A late payment charge of 1.5% per month will be added, if payment is not made within 30 days after invoice date.

PROJECT ACCEPTANCE: The Terms and Conditions of this Proposal, including the Terms on this page and the attached General Terms and Conditions are:

Accepted this _____ day of _____, 2016.

Print or type name of authorized representative and title

Signature of authorized representative

RESOLUTION 70-2016

Authorize Negotiation and Execution of an Agreement with TecServ Environmental for an Asbestos Assessment for 311 East Kercher Road

WHEREAS prior to the demolition of 311 East Kercher Road, IDEM requires that an asbestos assessment be completed to determine if abatement is necessary; and

WHEREAS three (3) quotes to complete an asbestos assessment for 311 East Kercher Road were requested; and

WHEREAS it is recommended that Goshen Redevelopment Commission authorize Community Development Director Mark Brinson to negotiate and execute an Agreement with TecServ Environmental to complete the asbestos assessment for 311 East Kercher Road.

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

1. Community Development Director Mark Brinson is authorized to negotiate and execute an Agreement on behalf of the City of Goshen and the Goshen Redevelopment Commission with TecServ Environmental for the asbestos assessment for 311 East Kercher
2. The execution of any such Agreement shall be presented to the Redevelopment Commission for ratification at a subsequent Redevelopment Commission meeting.

PASSED and ADOPTED on June 14, 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: June 14, 2016

RE: Authorize Negotiation and Execution of an Agreement with TecServ Environmental for an Asbestos Assessment for 311 East Kercher Road

Prior to the demolition of 311 East Kercher Road, IDEM requires that an asbestos assessment be completed to determine if abatement is necessary. Three (3) quotes have been requested for this work and we are requesting that the Commission authorize negotiation and execution of an agreement with TecServ Environmental to complete the work. The scope of work is as follows:

- Collection of approximately 20 individual samples throughout the structure
- Laboratory analysis of the samples
- Written report of findings to the City to determine further action

TecServ has indicated that they can complete the work the week of June 20th and have the written report to us by the first week of July. The lump sum cost for the work is \$850.00 and we're requesting that an additional \$500.00 be added as a not-to-exceed amount to cover any point counting that is deemed necessary (at a cost of \$125.00/sample).



June 7, 2016

Ms. Becky Hershberger
Brownfield Coordinator
City of Goshen
204 E. Jefferson Street, Suite 2
Goshen, Indiana 46528

**RE: Proposal for Asbestos Inspection
311 E. Kercher Road
Goshen, IN**

Dear Ms. Hershberger:

Thank you for allowing TecServ Environmental, Inc. the opportunity to present another of our environmental services to you and the City of Goshen. We are pleased to submit the following proposal. Based upon our observations at the above referenced location, our quotation for the asbestos inspection is as follows:

1. Approximately 20 individual samples (with mastic on floor tile) will be taken from throughout the building.
2. Approximately one (1) day will be required to gather the asbestos samples from the building.
3. Three (3) to five (5) days will be required for the laboratory analytical to be completed with faxed copies. A written report will be generated to indicate the materials that contain asbestos and their location within the building.
4. The cost to complete the inspection is as follows:
 - 311 E. Kercher Road \$ 850.00
5. Since this house is vacant, the inspection will be simpler to conduct.
6. The inspection can be commenced the week of June 20, 2016 if all contractual documents are signed.
7. Point counting lab analysis is \$125.00 per sample if required. This will only be accomplished with your approval in advance.

Thank you for the opportunity to present you with this proposal. Should you have any further questions or if you would like to meet to review this proposal further, please do not hesitate to contact me at (574) 259-4022.

Sincerely,

TecServ Environmental, Inc.

Dennis I. Carter

Approved by:

Position:

Date: _____

RESOLUTION 71-2016

Authorize Execution of Agreement Amendment #2 with Abonmarche Consultants, Inc. for the Steury Avenue/Lincoln Avenue Road Reconstruction & Drainage Improvement Design Project

WHEREAS in April, 2014, the Redevelopment Commission executed an agreement with Abonmarche Consultants, Inc. to complete roadway and drainage improvements for the Steury Avenue/Lincoln Avenue corridor, as well as an Agreement Amendment in November, 2015; and

WHEREAS the design for this project has continued to evolve and the plan is to now subdivide the land into three (3) parcels; and

WHEREAS to complete the final design elements, an Agreement Amendment #2 is necessary, detailing the increase to the scope of work as detailed in the attached memo from Becky Hershberger dated June 14, 2016; and

WHEREAS it is recommended that Goshen Redevelopment Commission authorize Community Development Director Mark Brinson to execute an Agreement Amendment #2 with Abonmarche Consultants, Inc. that is consistent with the increase to the scope of work as detailed in the memo 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 execute an Agreement Amendment #2 on behalf of the City of Goshen and the Goshen Redevelopment Commission with Abonmarche Consultants, Inc. that is consistent with the increase to the scope of work as detailed in the memo which is attached to and made a part of this Resolution..
2. The execution of any such Agreement Amendment #2 shall be presented to the Redevelopment Commission for ratification at a subsequent Redevelopment Commission meeting.

PASSED and ADOPTED on June 14, 2016.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, Secretary



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communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

To: Redevelopment Commission

From: Becky Hershberger

Date: June 14, 2016

RE: Request to Execute an Agreement Amendment #2 with Abonmarche Consultants, Inc. for the Steury Avenue/Lincoln Avenue Roadway Reconstruction & Drainage Improvement Design Project

In April 2014, the Commission executed an agreement with Abonmarche Consultants, Inc. to complete roadway and drainage improvements for the Steury Avenue/Lincoln Avenue corridor in addition to an agreement amendment in November 2015. This design for the project has continued to evolve and we are now planning to subdivide the land into three (3) parcels. We've accomplished all necessary permitting, as well. To complete the final design elements, we're requesting one (1) additional contract amendment for this project. A brief summary of the changes to the Scope of Work are detailed below:

Additional Scope of Work

Task #2 - Supplement Field Survey

Increase Contract Amount of \$9,800 to \$13,300

- Perform a tree survey for ECT as part of their permitting work.
- Perform additional field survey to locate the existing concrete slabs once more cars and miscellaneous salvaged items are removed from the site. This information will help establish a quantity for the bid documents.

Task #5 - Roadway & Drainage Design and Plans

Increase Contract Amount of \$70,000 to \$74,000

- Redesign the detention basin to no longer extend into Quality Machine's property to avoid acquiring an easement as well as to avoid removal of the various debris found on their property in the location of the basin.
- Revise the drainage calculations and analyzed the new design in Pond Pack modeling software.

Task #8 - Drainage Easement Legal/Exhibit Drawing

Deduct \$950

- This task is no longer needed since the detention basin was redesigned to no longer extend into Quality Machine's property.

Task #9 - BZA Variance Process

\$1,800

- Assist with the Board of Zoning Appeals (BZA) variance process and prepare the application.

- Research the underlying deeds, prepare a legal description including the underlying properties.
- Develop the required site plan drawing for submittal to the Planning Department and Board of Zoning Appeals.
- Attend the Board of Zoning Appeals public hearing.

Task #10 - Parcel Plat and Description

\$1,250

- Prepare one plat and one legal description for the Market parcel where additional right-of-way is needed.
- Certify the plat and description by our registered land surveyor for insertion into the overall document prepared by the City Attorney for signature by the property owner.
- Order a current title search through Elko Title on behalf of the City.

Task #11 - Rule 12 Boundary Survey (City Parcels and Market)

\$3,450

- Perform a Rule 12 Boundary survey on the subject parcels (7 parcels) to define the parcel lines and acreage for subdividing in Task #12.
- Prepare a boundary survey drawing certified by a licensed land surveyor and record at the Elkhart County Recorder's Office.

Task #12 - Subdivision Platting Process and Lot Irons

\$6,800

- Work with City Staff on preparing the subdivision plat drawing for the proposed lot configuration using the boundary survey work performed in Task #11.
- The subdivision plat drawing shall be prepared in accordance with the City's Subdivision Control Ordinance to reconfigure the common parcel line of the Market and City's property, and create separate parcels for the detention basin and future building site.
- The subdivision plat drawing shall establish the new right-of-way on the City's properties along Lincoln Avenue, and new easements for access, utilities, and parking.
- All proposed lot corners shall be marked with iron rods as required by City/State Laws.
- Attend informal meetings with City Staff to discuss the project, and attend the Plan Commission public hearing.

In addition to the increase in cost for these items, totaling \$19,850 and bringing the total agreement cost to \$136,150, we are requesting that the agreement be extended through August 1, 2016.

RESOLUTION 72-2016

Authorize Negotiation and Execution of Contract Amendment #5 with RGB Sales, LLC to include Canal Bank Restoration at the Millrace Neighborhood, LLC Site

WHEREAS the final element to completing restoration at the Millrace Neighborhood, LLC site is to replant the canal bank from Douglas Street to Purl Street; and

WHEREAS since RGB Sales, LLC still has restoration work to complete at the top of the bank, pricing was requested from them to complete the scope of work as described in the attached memo dated June 14, 2016 from Becky Hershberger; and

WHEREAS it is recommended that Goshen Redevelopment Commission authorize Community Development Director Mark Brinson to negotiate and execute Contract Amendment #5 with RGB Sales, LLC that is consistent with the scope of work and for the prices provided as detailed in the memo 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 execute Contract Amendment #5 on behalf of the City of Goshen and the Goshen Redevelopment Commission with RGB Sales, LLC that is consistent with the scope of work and for the prices provided as detailed in the memo which is attached to and made a part of this Resolution..
2. The execution of any such Contract Amendment #5 shall be presented to the Redevelopment Commission for ratification at a subsequent Redevelopment Commission meeting.

PASSED and ADOPTED on June 14, 2016.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, Secretary



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communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

To: Redevelopment Commission

From: Becky Hershberger

Date: June 14, 2016

RE: Authorize the Negotiation and Execution of Contract Amendment #5 with RGB Sales, LLC include for Canal Bank Restoration at the Millrace Neighborhood, LLC Site

The final element to completing restoration at the Millrace Neighborhood, LLC site is to replant the canal bank from Douglas Street to Purl Street. In 2009, the City hired JFNew to complete a native restoration for the canal banks but the vegetation in this section never took despite multiple attempts by JFNew. This matter will be reviewed by the Legal Department but we would like to move forward with addressing this issue prior to transferring the land as construction of homes on this site will make it nearly impossible to work along the bank itself.

As RGB Sales, LLC still has restoration work to complete at the top of the bank, we've requested pricing from them to complete the following scope of work:

1. Remove existing black erosion control mat and dispose at Elkhart County Landfill;
2. Scrape/regrade/smooth existing soils along the canal bank and add additional topsoil to provide better material to promote vegetation growth;
3. Stabilize soils with a hardy seed mixture designed to provide deep roots and growth in the conditions present on the bank; and
4. Placement of a coconut fiber erosion control blanket and a coconut fiber waddle along the ordinary high water mark to prevent runoff until vegetation is established.

RGB has provided the following pricing to complete this work. Although they will be onsite to address the top of the bank, an excavator will be needed to complete the work along the bank and explains the additional mobilization/demobilization costs.

- Erosion Control Measures - \$14,450
- Excavation of existing mat and disposal at landfill - \$2,050
- Earthwork and grading - \$4,400
- Restoration and seeding - \$3,930
- Mobilization/Demobilization - \$2,000

TOTAL – \$26,830

We are requesting authorization to execute a contract amendment to complete this work.

RESOLUTION 73-2016

Ratify Authorization for Additional Modifications to the Front Entrance of Joanna's Restaurant South Link Road Construction Project

WHEREAS on September 28, 2015, the Redevelopment Commission entered into an Agreement with the Jarretts' for modifications to the front entrance of Joanna's Restaurant due to the South Link Road project; which includes modification to SR 15; and

WHEREAS during construction of the modifications to the restaurant entrance, the contractor discovered issues that needed to be addressed as the modifications were being made, which issues are itemized in the memo dated June 8, 2016 from Mary Cripe, that is attached and made a part of this Resolution; and

WHEREAS since time was of the essence, Goshen Engineering authorized the issues to be addressed as the construction of the modifications to the front entrance were being made. The additional work completed cost \$34,576.83, increasing the total cost of the project to \$174,576.83.

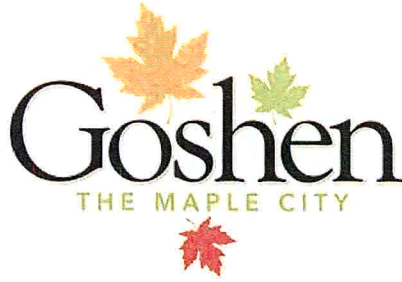
NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission ratifies the Goshen Engineering Department's authorization for additional work as construction of the modifications to the front entrance of Joanna's Restaurant were being made due to the South Link Road Construction Project.

PASSED and ADOPTED on June 14, 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
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MEMORANDUM

TO: Goshen Redevelopment Commission

FROM: Goshen Engineering

RE: **SOUTH LINK ROAD FROM SR 15 TO REGENT STREET
CONTRACT NO. R-34132**

DATE: June 8, 2016

On September 28, 2015, the Redevelopment Commission entered into an Agreement with the Jarrett's for the modifications to the front entrance of the Restaurant, because of the South Link Road project, which includes modifications to SR 15. As with most historic building remodel projects, the contractor discovered issues that needed to be addressed as the modifications were being made. Please see the attached itemized list.

The original agreement was for \$140,000.00. The extra work completed increased the total project to \$174,576.83. We are requesting the Redevelopment Commission's consideration for the additional \$34,576.83 of work.

List of Extra Items for the Jarrett Building Remodel:

1. Remove existing ceiling tile & damaged plaster. Replace broken ceiling joist and add framing to level and support existing ceiling joist. Install new drywall & finish ready to paint.
2. Remove & replace damaged foundation & framing at existing south entrance to allow installation of furnace/storage room.
3. Remove & replace rotted sheathing rim joist and bottom plates after concrete walks and foundation were removed.
4. Provide & install blown cellulose insulation in the east wall after old entrance & roof system were removed.
5. Relocate emergency exit door & provide & install new window where old entrance was removed.
6. Provide & install new limestone and concrete to repair foundation at west side of building by apartment stairway.
7. Labor & materials to enclose & secure refrigeration compressors along kitchen wall.
8. Replace damaged gas line into basement at meter location.
9. Provide & install steel bollards with PVC covers to protect 1,000 gallon grease trap & water well at new entrance.
10. Electrical work to supply power to exterior lighting.
11. Modifications to the stairway and railings for the apartment entrance.

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 June 1, 2016 through June 9, 2016 and finds that such entries are allowed in the total amount of \$77,386.86.

APPROVED on June 14, 2016.

Goshen Redevelopment Commission

Laura Coyne

Thomas Stump

Vince Turner

Brett Weddell

Adam Scharf

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 6/1/16 through 6/9/16

Invoice Date	Payee	Description	Claim #	Line Number	Amount
5/23/2016	Bank of New York Mellon Trust Company, NA (053	Administration Fee - Redevelopment District Taxable T	1443	324-560-00-438.0300	\$750.00
5/23/2016	Bank of New York Mellon Trust Company, NA (053	Redemption Notice Fee - Redevelopment District Taxab	1443	324-560-00-438.0300	\$200.00
5/26/2016	Abonmarche (05859)	Right-of-Way and Easement Survey - River Race Drive	1447	480-560-00-431.0502	\$1,051.50
5/26/2016	Abonmarche (05859)	Steury Avenue/Lincoln Avenue Roadway Reconstructio	1447	480-560-00-431.0502	\$2,425.65
5/26/2016	Elko Title Corporation (04462)	Abstractor's Lien Search - 922 Lincoln Avenue	1446	480-560-00-439.0930	\$175.00
5/26/2016	NIPSCO (00014)	Electric - 211 E Madison Street	1441	406-560-00-435.0101	\$26.20
5/26/2016	NIPSCO (00014)	Electric - 324 W Washington Street	1441	406-560-00-435.0101	\$54.14
5/26/2016	NIPSCO (00014)	Gas - 211 E Madison Street	1441	406-560-00-435.0201	\$32.10
5/26/2016	NIPSCO (00014)	Gas - 324 W Washington Street	1441	406-560-00-435.0201	\$34.29
5/27/2016	C & E Excavating, Inc. (00631)	Eisenhower Drive Project	1449	473-560-00-442.0000	\$29,886.20
5/27/2016	Middlebury Electric, Inc. (00022)	South Link Road Project - Utility Relocation	1453	473-560-00-442.0000	\$5,430.00
5/30/2016	Elko Title Corporation (04462)	Certificate of Liens of Record Search - 1375 Lincolnway	1446	480-560-00-439.0930	\$100.00
5/31/2016	Indiana Media Group (07255)	Ad - Extension of RFP for Goshen Inn Redevelopment	1451	480-560-00-439.0930	\$45.78
6/1/2016	Elkhart County Landfill (00587)	River Race Drive Project - Matthews Site Cleanup	1450	480-560-00-442.0000	\$3,620.15
6/2/2016	Menards - Goshen Store # 3096 (01046)	Supplies for former Goshen Inn and for 219 S. 3rd Stree	1445	406-560-00-429.0002	\$130.96
6/3/2016	Jones Petrie Rafinski Corp. (00463)	South Link Road Project Construction Phase Services	1448	473-560-00-431.0502	\$4,300.00
6/6/2016	Barkes, Kolbus, Rife & Shuler, LLP (02483)	1375 Lincolnway East (former Goshen Inn) - Legal Serv	1452	480-560-00-431.0502	\$1,700.00
6/6/2016	Barkes, Kolbus, Rife & Shuler, LLP (02483)	409 S. 3rd Street - Tenant Issue - Legal Services	1452	406-560-00-431.0502	\$80.00
6/6/2016	Barkes, Kolbus, Rife & Shuler, LLP (02483)	828 E. Lincoln - Ramirez Salvage Yard Immediate Poss	1452	480-560-00-431.0502	\$992.00
6/6/2016	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Kercher Road/SR 15 - Parcel #8 Condemnation - Legal	1452	473-560-00-431.0502	\$1,498.26
6/8/2016	HIS Constructors, Inc. (06539)	Millrace Canal Bank Stabilization Project	1454	480-560-00-442.0000	\$506.90
6/8/2016	RGB Sales, LLC	Goshen Industrial Park Retention Pond Project	1455	473-560-00-442.0000	\$15,000.00
6/9/2016	Goshen, City of (for Redevelopment Payroll)	Cell Phone Stipend	1442	406-560-00-413.0700	\$25.00
6/9/2016	Goshen, City of (for Redevelopment Payroll)	FICA	1442	406-560-00-413.0100	\$402.76
6/9/2016	Goshen, City of (for Redevelopment Payroll)	Health Insurance	1442	406-560-00-413.0501	\$1,529.97
6/9/2016	Goshen, City of (for Redevelopment Payroll)	Medicare	1442	406-560-00-413.0200	\$94.19
6/9/2016	Goshen, City of (for Redevelopment Payroll)	PERF	1442	406-560-00-413.0300	\$922.46
6/9/2016	Goshen, City of (for Redevelopment Payroll)	Wages	1442	406-560-00-411.0130	\$6,373.35
				Total:	\$77,386.86



June, 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. At this point, we plan to apply for an extension from the USEPA for the project due to the obstacles we've encountered with the salvage yard acquisition. Discussions with the USEPA have indicated that we will be granted an additional 12 months.

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 last round of sampling is complete and the design work for the project is nearing completion. We are finishing all administrative documents and we are planning to bid the project beginning in July with an award being made at the August 9th 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

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 project and has presented a funding request to the Commission. The Commission has given preliminary approval to issue bonds that would provide \$4 million in funding for the project. The funding commitment from the Commission is contingent on Goshen Theater, Inc. raising and additional \$9.7 million from other sources. A decision on funding from the Elkhart County Community Foundation and the Regional Development Authority should be made by August.

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 a November 2017 letting date.

PROJECT UPDATE

Approval has been given for the environmental document, and DLZ is working on the Additional Information (AI) for the modified route. Right-of-way acquisition will commence in the Fall 2016, with construction anticipated in 2018.

The City received proposals from seven (7) engineering firms for the Construction Engineering (CE) phase of this project. Currently, city staff are reviewing and evaluating the proposals.

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. Abonmarche has staked the area and RGB Sales, LLC will begin remediation work on approximately 150 cubic yards of soil Thursday, May 5th. Upon completion of the excavation, the City was notified by Mathews that they may be changing the northern lot lines so we have held off on backfilling the excavation area until we know if additional excavation will be necessary. We hope to know more within the next few weeks. The proposed changes by Mathews requires a replat of the subdivision and will slow down the timeline for transfer of the land.

PROJECT: MILLRACE NEIGHBORHOOD, LLC 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 rezoning and subdivision process is now complete for this development. They have been granted authorization to start the process of extending NIPSCO services into the development. The remediation activities are substantially complete for the site and it is anticipated that the remediation completion documentation will be submitted to the Indiana Brownfields Program within the next week. The IBP will be issuing a Site Status Letter to the City as the appropriate closure document and a Comment Letter to Millrace Neighborhood, LLC as the potential purchaser. It is expected that the City will be able to transfer the land to the developer within the next few months.

Only remediation activities remaining are placement of topsoil and seeding. The Millrace Neighborhood group has asked that soil be stockpiled instead of place across the site so we're working to identify the stockpile locations and will seed the sand to stabilize the site while we're awaiting property transfer.

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.

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

Here is the updated schedule for the implementation of the Quiet Zone:

- August 2017 – Traffic counts to be done at each of the railroad crossings.
 - November 2017 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 12 months.
 - July 2018 – Madison Street will become a local street and safety improvements can be implemented at this crossing, which is anticipated to cost approximately \$400,000.
 - Spring 2019 – Installation of signs and delineators at the railroad crossings.
 - June 2019 – Railroad Quiet Zone is anticipated to be “in-service”.
-

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

Per the court, the previous tenant is to vacate the property by June 10th. At that time, anything remaining becomes the possession of the City.

To date, we have completed all necessary design sampling and have received approval from the USEPA and Indiana Brownfield Program for our remediation plan. Abonmarche is making a few modifications to the design and plans are to be finalized and provided to the City by late June. We plan to issue bid specifications in July and our goal is to award a contract at the August 9th Commission meeting.

Administrative documents for the USEPA grant are nearly complete. Within the past two months, we've submitted the necessary documentation to the State Historic Preservation Office, we've completed an Endangered Species Analysis, finalized our Community Relations Plan, prepared our Analysis of Brownfields Cleanup Alternatives and plan to have a 30 day public comment period beginning next week. We will also be holding a neighborhood meeting this month. We've received necessary approvals from the US Army Corps of Engineers and also DNR for Construction in the Floodway. We've been granted BZA approval for our work in the floodway, as well.

An extension request has been submitted to the USEPA and we have been provided with verbal confirmation that we will be granted an additional 12 months. We are awaiting the written approval of our request.

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. The construction completion date is July 2017.

PROJECT UPDATE

Frontier is currently relocating their facilities. Comcast and Quality Cablevision relocations will start later this month. All utility relocation will be complete by September 2016.

Phend & Brown has finished constructing the South Link Road Bridge embankments, and JCI Construction has completed the pile driving operations. Now, Phend & Brown will be working on the roadway improvements along the west side of SR 15 while traffic is maintained on temporary pavement along the east side of SR 15. JCI Construction is starting the construction on the foundation and MSE wall construction.

Change Order #2 will be included on the June agenda.

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

A purchase agreement has been made for the last parcel of land required for the construction of this project. Elkhart County will be advertising for bids for this project in July 2016, and construction will commence in mid-August 2016. The City is working with INDOT on an Interlocal Agreement for the funding partnership and the permitting of the project.

With the new construction schedule for the South Link Road project, the schedule for this project has been modified, too. Construction is anticipated to begin during the Summer 2016 on the east side of SR 15 along with the new traffic signal equipment and the storm water detention facility in the southwest quadrant of the intersection. This construction will allow for traffic flow, especially truck traffic, to flow through the intersection much easier. Kercher Road west of SR 15 will be reconstruction in 2017, when the Kercher Road/CR 38 bridge is closed for construction. Construction is anticipated to be complete in Fall 2017.

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 2018.

PROJECT UPDATE

We are currently in the Environmental Document phase of this project. Right-of-way acquisition will commence in late Summer 2016, and there are 56 parcels requiring land acquisition.

The City received proposals from seven (7) engineering firms for the Construction Engineering (CE) phase of this project. Currently, city staff are reviewing and evaluating the proposals.

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

FMIS approval was granted by Federal Highway Administration for the Preliminary Engineering (PE) portion of this project. A scoping meeting was held on Tuesday, May 24, with INDOT and DLZ representatives. DLZ is currently working on the Stage 1 plans.

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 anticipate being completed with the pond within the next several weeks. The area will be stabilized once earthwork is complete. .

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 floodplain 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 issued Request for Proposals in January 2016. A proposal was submitted by the NRP Group in March to construct approximately 100 town homes on the site, however the developer later decided to withdraw the offer. The Commission has extended the due date for proposals until June 14, 2016.

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.

PROJECT: JOHNSON CONTROLS EMERGENCY RESPONSE REMEDIATION PROJECT

PROJECT DESCRIPTION

In January 2015, the presence of asbestos was confirmed at the former Johnson Controls property. IDEM requested USEPA assistance in addressing the threat to the adjacent neighborhood and USEPA has begun the process of implementing an emergency response at the site.

PROJECT UPDATE

USEPA has fenced off the property, posted signs regarding the presence of asbestos containing materials (ACMs) and have secured all debris piles with either plastic tarps or a foam material. They have submitted their Action Plan for approval regarding remediation activities and anticipate beginning cleanup efforts by mid-July of this year.