



GOSHEN REDEVELOPMENT COMMISSION

AGENDA FOR THE REGULAR MEETING OF August 8, 2017

The Goshen Redevelopment Commission will meet on August 8, 2017 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

3. OPEN PROPOSALS – 613 S. Third Street

4. OLD BUSINESS

- a. Discussion Family Restaurant

5. NEW BUSINESS

- a. Resolution 51-2017- Approve 2018 Redevelopment Budgets
- b. Resolution 52-2017- Ratify Execution of Lease Agreements for the Use of the Powerhouse
- c. Resolution 53-2017- Approve Supplemental Agreement #1 with CHA Consulting for the 9th Street Trail Project
- d. Resolution 54-2017- Approval of Goshen Brewing Site Plan
- e. Resolution 55-2017 – Authorize Execution of Agreement Amendment #3 with Abonmarche Consultants, Inc., for the Steury Ave./Lincoln Ave. Road Reconstruction & Drainage Improvement Design Project
- f. Resolution 56-2017- Authorized Execution of a Contract Amendment with John Ward Concrete, Inc. for the Lincoln Ave. (SR 4) & Steury Ave. Intersection Improvements & Stormwater Basin Phase I
- g. Resolution 57-2017-Approve and Authorize Execution of Agreement Amendment with DLZ for Additional Survey Work to Redevelop River Race
- h. Discussion-Goshen Industrial Park Drainage Evaluation

6. APPROVAL OF REGISTER OF CLAIMS

7. MONTHLY REDEVELOPMENT STAFF REPORT

8. OPEN FORUM

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

9. ANNOUNCEMENTS

Next Regular Meeting – September 12, 2017 at 3:00 p.m.

10. EXECUTIVE SESSION

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

RESOLUTION 51-2017

Approve 2018 Redevelopment Budgets

BE IT RESOLVED by the Goshen Redevelopment Commission that the following 2018 budgets are hereby approved:

- 1. Redevelopment Non-Reverting Operating Fund\$336,196.00
- 2. Southeast Allocation Fund\$4,415,000.00
- 3. Consolidated River Race/US 33 Allocation Fund\$3,447,187.00
- 4. Plymouth Avenue Allocation Fund\$315,000.00

Detailed 2018 budget information for the funds listed above is attached to and made a part of this resolution.

PASSED and ADOPTED on August 8, 2017.

Goshen Redevelopment Commission

Thomas W. Stump, President

Laura Coyne, Secretary

**Estimated Revenue
for 2018 Redevelopment**

406 - Non Reverting Revenue & TIF Revenues			
Urban Development		City of Goshen	
Non-Departmental		Requested Budget	
Line Number	Revenue Type		Notes
460.367.0000	TIF Reimbursement	\$0.00	
460.341.0001	Salary Reimbursement	\$80,000.00	
460.360.0000	Miscellaneous	\$50,000.00	<i>same as last year</i>
460.360.0101	Tax Phase-in (savings invoiced)	\$80,000.00	
460.361.0000	Interest	\$4,150.00	<i>includes LaCasa's annual \$4,000</i>
460.362.0101	Security Deposit	\$0.00	
460.362.0102	Rental Property	\$45,000.00	<i>less for 2018 due to sale of rental property</i>
	ESTIMATED NON REVERTING REVENUE	\$259,150.00	
TIF PROJECTIONS			<i>Based on Umbaugh's Report of 11/8/16</i>
	Consolidated River Race/US 33 EDA Estimated Net Tax Increment	\$2,213,430.00	<i>reduced by 50,000.00 due to Meijer property tax appeal</i>
	Southeast EDA Estimated Net Tax Increment	\$2,688,935.00	
	Plymouth Avenue EDA Estimated Net Tax Increment	\$57,850.00	<i>(per the pay 2016 TIF database)</i>
	TOTAL TIF PROJECTIONS:	\$4,960,215.00	

Redevelopment - 2018

406-Non Reverting Operating			
Urban Development		City of Goshen	
Non-Departmental		Requested Budget	Notes
Salaries and Wages			
406-560-00-411.0130	Full Time Personnel	\$191,100.00	based on 3% increase
406-560-00-411.0140	Part Time Personnel	\$0.00	
406-560-00-411.0151	Increment Pay	\$2,409.00	
Employee Benefits			
406-560-00-413.0100	FICA Match	\$12,055.87	
406-560-00-413.0200	Medicare Match	\$2,819.52	
406-560-00-413.0300	Retirement	\$27,611.84	
406-560-00-413.0501	Health Insurance	\$47,000.00	
406-560-00-413.0700	Cell Phone Stipend	\$600.00	
406-560-00-413.0701	Clothing Allowance	\$300.00	
Other Supplies			
406-560-00-429.0002	Other Supplies	\$500.00	same as last year
Professional Services			
406-560-00-431.0502	Contractual Services	\$45,000.00	(lawn mowing - maintenance & stormwater fees for non-TIF properties)(also includes property taxes for Goshen Brewing)
Communication/Transport			
406-560-00-432.0201	Postage	\$200.00	same as last year
406-560-00-432.0301	Travel Expenses	\$1,000.00	same as last year
Printing and Advertising			
406-560-00-433.0000	Printing & Advertising	\$250.00	same as last year
Utility Services			
406-560-00-435.0101	Electricity	\$750.00	same as last year (Powerhouse - maintenance)
406-560-00-435.0201	Gas	\$1,200.00	same as last year (Powerhouse - maintenance)
Repairs and Maintenance			
406-560-00-436.0100	Repairs & Maintenance	\$500.00	same as last year
Other Services & Charges			
406-560-00-439.0301	Subscriptions & Dues	\$2,400.00	same as last year (Becky's GIS Mapping Fee - \$1500; IACED Membership - \$350; RIA Membership - \$125; Newspaper - \$400)
406-560-00-439.0930	Other Services & Charges	\$500.00	
TOTAL NON-DEPARTMENTAL		\$336,196.23	

Redevelopment - 2018

473-TIF-Southeast			
Urban Development		City of Goshen	
Non-Departmental		Requested Budget	Notes
Professional Services			
473-560-00-431.0200	Salary Reimbursement	\$40,000.00	same as last year
473-560-00-431.0502	Contractual Services*	\$100,000.00	includes Kercher Rd-Dierdroff to Firethorn=\$50,000.00+ Goshen Industrial Park Stormwater Retention=\$50,000,
Other Services & Charges			
473-560-00-439.0930	Other Services & Charges	\$120,000.00	includes stormwater fees & taxes and TIF reimbursement agreements (Brimar, Forest River, Keystone & Supreme)
Land			
473-560-00-441.0001	Property Acquisition*	\$350,000.00	Kercher Rd-Dierdorff to Firethorn \$300,000.00; Supreme Court \$25,000.00 including and misc costs
Infrastructure			
473-560-00-442.0000	Capital Projects*	\$2,980,000.00	includes Kercher Road RR to Dierdorff \$1,600,000.00; CR 40 WaterMain Extension \$700,000; Supreme Court \$210,000.00,including misc costs
Interfund Transfers			
473-560-00-452.0000	Transfers Out	\$825,000.00	\$820,000.00 bond P&I & lease escrow fees and \$1,500 paying agent fees that does transfer to 324
TOTAL NON-DEPARTMENTAL		\$4,415,000.00	
*BASED ON ENGINEERING DEPARTMENT'S PROJECT COST ESTIMATES AS REFLECTED IN FIVE YEAR PROJECT FUNDING PLAN			

Redevelopment - 2018

480-TIF-Consolidated River Race/US 33			
Urban Development		City of Goshen	
Non-Departmental		Requested Budget	Notes
Professional Services			
480-560-00-431.0200	TIF Salary Reimbursement	\$90,000.00	same as last year
480-560-00-431.0502	Contractual Services*	\$175,000.00	RR Drive North Extention Project=\$25,000; 9th Street Stormwater Improvements=\$32,500
Other Services & Charges			
480-560-00-439.0930	Other Services & Charges	\$117,000.00	Design work for 9th St. Ped. Trail \$31,500.00; Steury Ave./Lincoln Ave. \$30,000.00; RR Drive \$25,000.00; Stormwater Fees & Taxes=\$5,000;
Land			
480-560-00-441.0001	Property Acquisition*	\$400,000.00	Northwest Bike Trail=\$600,000; Steury Avenue=\$300,000; Pike St. \$500,000.00; 9th St. Trail \$10,000.00
Infrastructure			
480-560-00-442.0000	Capital Projects*	\$1,950,000.00	RR Dr North Extension=\$1,269,000.00; Misc Construction Projects-\$150,000; NW Bike Trail Phase II \$484,000.00
Debt Services			
480-560-00-438.0100	Loan Repayment	\$713,687.00	Payment to City for Major Moves Loans
Interfund Transfers			
480-560-00-452.0000	Transfers Out	\$1,500.00	\$1,500 paying agent fees
TOTAL NON-DEPARTMENTAL		\$3,447,187.00	
*BASED ON ENGINEERING DEPARTMENT'S PROJECT COST ESTIMATES AS REFLECTED IN FIVE YEAR PROJECT FUNDING PLAN			

Redevelopment - 2018

484-TIF-Plymouth Avenue			
Urban Development		City of Goshen	
Non-Departmental		Requested Budget	Notes
Professional Services			
484-560-00-431.0200	TIF Salary Reimbursement	\$5,000.00	<i>same as last year</i>
484-560-00-431.0502	Contractual Services	\$15,000.00	<i>same as last year; Umbaugh monitoring & design for The Crossings project</i>
Other Services & Charges			
484-560-00-439.0930	Other Services & Charges	\$5,000.00	<i>same as last year</i>
Infrastructure			
484-560-00-442.0000	Capital Projects	\$290,000.00	<i>balance of cash in fund for The Crossings project</i>
TOTAL NON-DEPARTMENTAL		\$315,000.00	

RESOLUTION 52-2017

Ratify Execution of Lease Agreements for the Use of the Powerhouse

WHEREAS the Redevelopment Commission wishes to lease the Powerhouse located at 324 West Washington Street and wishes to allow the use of the real estate located on the west side of the Millrace Canal for the following:

Powerhouse Lease Agreements

Lessee	Date of Event	Date Agreement Signed by Community Development Director
Chain Reaction Bicycle Project	September 30, 2017	July 28, 2017

Indemnity Agreements

Lessee	Date of Event	Date Agreement Signed by Community Development Director

WHEREAS City Administration has negotiated the terms and conditions of Lease Agreements to lease the Powerhouse and Indemnity Agreements for the use of Real Estate located on the west side of the Millrace Canal and Community Development Director Mark Brinson has executed the Agreements on the dates set forth above. Copies of the Lease Agreements and Indemnity Agreements are attached to and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions and ratifies the execution of the Lease Agreements and Indemnity Agreements identified above that are attached to and made a part of this Resolution.

PASSED and ADOPTED on August 8, 2017.

Goshen Redevelopment Commission

Thomas W. Stump, President

Laura Coyne, Secretary

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 28th day of July, 2017, by and between the City of Goshen, Indiana, a municipal corporation of the State of Indiana, by and through its Redevelopment Commission, hereinafter referred to as "Redevelopment," and Chain Reaction Bicycle Project, hereinafter referred to as "Lessee".

WHEREAS Lessee intends to hold a social gathering utilizing the Redevelopment's Powerhouse and the terrace adjacent to the Powerhouse.

NOW THEREFORE and in consideration of mutual promises of the parties, the parties agree as follows:

Description of Real Estate to be Leased

Redevelopment agrees to lease to Lessee and Lessee agrees to lease from Redevelopment a building commonly referred to as the "Powerhouse." The Powerhouse is located at 324 West Washington Street, Goshen on a parcel of real estate more particularly described as follows:

That portion of Lot Number Two Hundred Fifty-eight (258) in the Original Plat of the Town, now City of Goshen that is lying West of the Maple City Greenway pedestrian/bicycle path and the millrace canal.

Also all of the vacated alley Sixteen and One-half (16½) feet wide lying West of Lot Number Two Hundred Fifty-eight (258) in the Original Plat of the Town, now City of Goshen.

Term

Lessee's use of the Powerhouse and terrace will be limited to 12:00 a.m./p.m. to 11:30 a.m./p.m. on September 30, 2017

Lease Payment

1. Lessee agrees to pay Redevelopment the sum of One Hundred Dollars (\$100.00) upon the execution of the lease agreement.
2. The lease payment shall cover the rental of the Powerhouse and the leased real estate.
3. Lessee agrees to pay Redevelopment a One Hundred Dollar (\$100.00) refundable security deposit at the execution of this agreement. The security deposit will be returned to Lessee if after the Lease period the premises are undamaged and in a clean and orderly condition.

Condition of Premises

1. Lessee has examined and knows the condition of the premises and is satisfied with the condition of the premises. Lessee taking possession of the premises shall be conclusive evidence that the premises was in good and satisfactory condition for Lessee purposes when Lessee took possession.
2. Lessee shall keep and return possession of the Powerhouse and leased real estate in a clean and orderly condition.
3. There are ~~no public bathroom facilities at or near the Powerhouse. If this event is longer than two (2) hours in duration, Lessee must provide at least one (1) portable toilet for use during the event at Lessee's expense. The portable toilet must be removed within twenty four (24) hours from the end of the event.~~ CJN

Use of Premises

1. The use of the terrace or patio that is located south of the Powerhouse will be limited to persons attending the social gathering from ~~8:00 a.m.~~ p.m. to ~~11:30 a.m.~~ p.m. on September 30, 2017.
2. Lessee agrees to conform to all applicable laws and regulations of any public authority affecting the Powerhouse and leased real estate.
3. Lessee agrees to refrain from any use that would be reasonably offensive to the owners or users of adjoining real estate or which would tend to create a nuisance.

Alcoholic Beverages

1. If alcoholic beverages are served, the alcoholic beverages shall only be dispensed inside the Powerhouse building. Lessee shall insure that alcohol is only made available to persons twenty-one (21) years of age or older. Lessee shall make a good faith effort to limit consumption of any alcoholic beverages to the Powerhouse and the terrace adjacent to the Powerhouse.
2. Sales of alcoholic beverages are prohibited unless a proper license permitting such sales is issued by the State of Indiana.

Indemnification

Lessee 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 caused by Lessee' use of the leased premises or operation of the Powerhouse.

Miscellaneous

1. Lessee shall assume the risk of loss to any of Lessee's personal property or any personal property under Lessee' control that is located on the premises.
2. Lessee shall not assign this agreement or sublet the leased premises in whole or in part without the prior written consent of Redevelopment.
3. 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 and approved by Redevelopment. Any verbal representations or modifications concerning this agreement shall be of no force and effect.
4. 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.
5. 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. In the event legal proceedings are instituted, the defaulting party shall pay to the non-defaulting party all reasonable and necessary costs and expenses of the legal proceedings, including reasonable attorney fees.
6. All provisions, covenants, terms and conditions of the agreement apply and bind the parties and their legal heirs, representatives, successors and assigns.
7. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Redevelopment and Lessee.

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

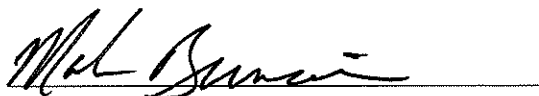
LESSEE

By: 

Printed: Andrea Milne

Title: Board President

City of Goshen, Indiana



Mark Brinson
Community Development Director
City of Goshen Redevelopment Commission

RESOLUTION 53-2017

**Approve Supplemental Agreement #1 to the
9th Street Corridor Project with CHA Consulting**

WHEREAS the Redevelopment Commission approved the 9th Street Corridor Project on April 11, 2017 in the amount of \$171,600.00;

WHEREAS there is a change to the contract consisting of additional charges totaling \$102,140.00 bringing the total cost of the project to \$273,740.00;

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Supplemental Agreement #1 with CHA Consulting for additional charges of \$102,140.00 attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute Supplemental Agreement #1 on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on August 8, 2017.

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

RE: 8/8/17

DATE: Supplemental Agreement #1 with CHA Consulting for the 9th St Corridor project (PN 2011-0052)

Attached is Supplemental Agreement No. 1 with CHA Consulting, Inc. for the 9th St Corridor project (PN 2011-0052). The change to the contract is due to the preparation of the design alternative analysis and public meetings held earlier this year and modifying the design as a result. The request is to add \$102,140 to the original contract price of \$171,600 making the new contract price \$273,740. This would be covered 80% federally.

The breakdown of the cost increase is as follows:

Design Alternative Analysis and public meetings:	\$34,840
Environmental Document revisions:	\$9,300
Design modifications:	\$26,800
Utility Coordination:	\$2,100
Geotechnical Engineering:	\$9,000
Pavement Design:	\$5,100
Railroad Coordination:	\$5,000
Landscape Design:	\$10,000
Total Increase	\$102,140

Due to the construction cost estimate going down, this does not change the overall funding costs. The total project cost would still cost roughly \$1,750,000 with \$1,400,000 being covered federally, and \$350,000 would be the local share.

Thank you for your consideration of this request.

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement No. 1 made and entered into this _____ day of _____, 2017, by and between the City of Goshen, acting by and through its proper officials, hereinafter referred to as the "Local Public Agency" (LPA) and CHA Consulting, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LPA and the CONSULTANT did on January 16, 2015 enter into an LPA Consulting Contract providing for the necessary engineering services required in connection with Ninth Street multi-use path from College Avenue to Purl Street ("the Project") in the City of Goshen, INDOT Des. No. 1400995; CHA Project No. 29673.

WHEREAS, it has been determined by the LPA that an extension of these services as outlined in the original Contract is desirable and necessary, and

WHEREAS, in order to provide for completion of these services it is necessary to amend and supplement the original Contract.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

- I. **The LPA – CONSULTING CONTRACT shall be amended to read as follows:**
 - SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed ~~\$171,600.00~~ **\$273,740.00.**
- II. **Section G.4.c. of Appendix "A" is deleted.**
- III. **Section A.1 of Appendix "A" is modified as follows:**
 1. The Ninth Street Multi-Use Path Project (Des Number 1400995) will consist of extending a bicycle-pedestrian path along the east side of Ninth Street from an existing sidewalk at College Avenue north to Jackson Street, then along the west side of Ninth Street from Jackson Street to the existing Central City trail on Purl Street. ***The project will include mill/resurface of the existing roadway as well as HMA widening, parking improvements, drainage design, and landscaping.***
- IV. **Section C.3.a.i. of Appendix "A" is modified as follows:**
 - i. A Red Flag Survey will be conducted that includes a review of the IndianaMap developed by the Indiana Geological Survey in conjunction with INDOT. The investigation will be utilized to identify areas of concern (Red Flags) within the project area. Once completed the survey will be provided to the designers and included in the CE. ***An original Red Flag Investigation was completed for the project on June 11, 2015. Since that time, INDOT has updated the Red Flag template and now requires a substantial amount of additional information. This includes a review of files contained in IDEM's Virtual File Cabinet to determine if any***

further investigations are required. As such, the Red Flag Investigation will be updated to meet the current standards.

V. Section C.3.c.i. of Appendix "A" is modified as follows:

- i. The Consultant will prepare and distribute an early coordination letter to the appropriate local, state, and federal resource agencies requesting comments on the proposed project. The letter will include a description of the existing project area, project location, and proposed project. A graphic of the project area and any known potential environmental issues will also be included with the letter. ***An original early coordination letter was distributed to the agencies on May 8, 2015. As two years have passed and the trail alignment has changed, a re-coordination letter will be developed and distributed to the agencies.***

VI. Section C.3.f.i.(5) of Appendix "A" is added as follows:

- (5) ***At this time additional coordination is being completed with the INDOT, Cultural Resources Office to determine if the project can be approved under the Minor Projects Programmatic Agreement (MPPA).***

VII. Section F.1 of Appendix "A" is modified as follows:

1. The CONSULTANT shall make or cause to be made a complete Geotechnical Investigation for the project in accordance with the Geotechnical Manual, INDOT office of Geotechnical Engineering, ~~2010~~ **2016** Edition. Borings shall extend sufficiently in depth to obtain characteristic data for the proposed design of the ~~path and roadway widening~~ **roadway and bridge rehabilitation**. In the event more extensive boring, sampling, and testing is needed, such work shall be considered as additional services. The CONSULTANT shall backfill, or cause to be backfilled, bore holes in accordance with the Aquifer Protection Guidelines, dated October 30, 1996. ***Additional work beyond what was included in the original fee includes:***
 - a. ***Permitting and bond filing with the City of Goshen. It is assumed that City permit fees will be waived.***
 - b. ***Additional bag samples and collection of topsoil along the proposed alignment.***
 - c. ***Additional measures to accommodate INDOT's more stringent guidelines on collecting delayed water level readings. INDOT requires holes to be kept open with slotted PVC pipe for collection of accurate 24 and 48 hour water levels.***
 - d. ***Infiltration/Percolation Testing for drainage design.***
 - e. ***Additional lab testing required by INDOT and not included in original fee estimate includes:***
 - i. ***Standard Proctors***
 - ii. ***Sulfate Testing***
 - iii. ***Phosphorus***
 - iv. ***Potassium***
 - v. ***Organic Content***
 - vi. ***pH***
 - f. ***Traffic Control for a period of three eight-hour days, consisting of 2 flaggers, 1 vehicle, incidental signage and equipment.***

- g. Two pavement cores along with a pavement core report, required for pavement design submittal to INDOT***

VIII. Section G.1 of Appendix "A" is modified as follows:

1. The objective of this section is to provide design plans and construction documents for the construction of a bicycle-pedestrian path, ***HMA mill/resurface, HMA widening, landscaping, parking improvements, and drainage improvements*** along Ninth Street in accordance with federal aid requirements. The path will run between the east edge of pavement of Ninth Street and the NSRR railroad right-of-way from College Avenue to Jackson Street and along the west side of Ninth Street to Purl Street. The total distance from College Avenue to Purl Street is 4,990 feet.

IX. Section G.6 of Appendix "A" is modified as follows:

6. The project will include construction of an 8 to 10 foot wide path and required curb ramps and pedestrian elements. ***The project will include milling and HMA resurface of the roadway. Additional work will include HMA widening, striping, landscaping, parking improvements, and drainage improvements.*** ~~The CONSULTANT shall evaluate, during the development of Stage 1 Plans, various typical sections for review by the LPA. These sections shall include variations of path width and locations to best suit the field conditions. The CONSULTANT shall provide information to the CHA and the LPA regarding impacts of the different variations regarding potential safety issues, drainage, maintenance of traffic impacts and cost.~~

X. Section G, Item 13 is added to Appendix "A" as follows:

13. The CONSULTANT shall revise the Preliminary Plan design in accordance with the approved design alternative as identified by the LPA. Design revisions shall include the following:
 - a. Prepare design plans to relocate the proposed path between College Ave and Jackson Street. Path shall be placed between the existing roadway and NIPSCO utility pole line.
 - b. Mill & resurface of the existing 9th Street between College Avenue and Purl Street. Improvements shall include design of pavement markings along the corridor.
 - c. Design of parallel parking areas adjacent to 9th Street at locations as identified by the LPA.
 - d. CONSULTANT will provide landscape design services along the 9th Street corridor. Landscape design may include, but is not limited to, the following:
 - i. Design of tabletop intersection at Jackson St & 9th Street
 - ii. Design landscaping at utility poles adjacent to multi-use path to direct users away from poles.
 - iii. Design of landscaping nodes along multi-use path for art installations.

XI. Section G, Item 14 is added to Appendix "A" as follows:

14. The CONSULTANT shall prepare a pavement design submittal for review by INDOT. Design shall include the following:

- a. Review approved geotechnical report to incorporate pavement recommendations.
- b. Design and analyze one asphalt widening pavement section, which is expected to match the existing pavement thickness. Analysis will be based on Indiana Design Manual chapter 304 (rev. June 2016)
- c. Prepare "Request for Acceptance of Pavement Analysis and Design" form and submit formal pavement design package to INDOT for review and concurrence.
- d. It is assumed that asphalt mill and overlay analysis with pavement design software will not be required. Asphalt overlay is assumed to be 1.5 inches of existing asphalt milling followed by 1.5 inches of asphalt surface overlay. Falling Weight Deflectometer testing and analysis is not included in this scope of work.
- e. Proposed asphalt path pavement section is assumed to follow INDOT standard drawing E604-NVUF-01.
- f. Preparation of a Life Cycle Cost Analysis is not included in this scope of work.

XII. Section H.1 of Appendix "A" is modified as follows:

1. The CONSULTANT shall conduct office reviews, field inspections, verification of utility locations shown on the plans, investigations, coordination and meetings as needed in accordance with 105 IAC 13 "Utility Facility Relocations on Construction Contracts". The CONSULTANT shall utilize an INDOT certified Utility Coordinator for Utility Coordination. ***Design changes which require repeating previously complete utility coordination stages will necessitate an increase to CONSULTANT compensation set forth in Appendix "D". One additional on-site utility coordination meeting is included in this amendment #1.***

XIII. Section Q is added to Appendix "A" as follows:

Q. DESIGN ALTERNATIVES ANALYSIS

1. The CONSULTANT shall coordinate with the LPA to identify up to five design alternatives to accommodate pedestrian and bicycle traffic along the 9th Street corridor between College Avenue and Purl Street.
2. The CONSULTANT shall attend public information meetings, council meetings, and redevelopment commission meetings as necessary during the development of the alternatives analysis.
3. The CONSULTANT shall prepare materials and presentations as necessary for use at meetings.
4. The CONSULTANT shall prepare preliminary construction cost estimates for all design alternatives

XIV. Section R is added to Appendix "A" as follows:

R. RAILROAD COORDINATION

1. The CONSULTANT shall conduct office reviews, field inspections, attend meetings, provide copies of plans and provide coordination with the INDOT railroad coordinator related to the railroad impacts to the Norfolk Southern railroad along Ninth Street between College Ave. and Jackson St.

XV. Appendix "D" (Compensation) is modified to read as follows:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee, not to exceed **\$273,740.00** unless a modification of the Agreement is approved in writing by the LPA.

2. The CONSULTANT will be paid for the work performed under this agreement on a lump sum basis, except as noted, in accordance with the following schedule:

	<i>Task</i>	<i>Original</i>	<i>Amendment #1</i>	<i>Total</i>
a.	Topographic Survey (with LCRSP)	\$19,000.00		\$19,000.00
b.	Location Control Route Survey Plat	\$7,000.00		\$7,000.00
c.	CE Document	\$21,900.00	\$9,300.00	\$31,200.00
d.	Historic Properties Report	\$5,000.00		\$5,000.00
e.	Archeology Report	\$7,000.00		\$7,000.00
f.	Path Design and Plans	\$76,200.00	\$26,800.00	\$108,100.00
g.	Erosion Control Plans, Report and NOI	\$4,000.00		\$4,000.00
h.	Utility Coordination (Not to Exceed (NTE)) ⁽¹⁾	\$15,000.00	\$2,100.00	\$17,100.00
i.	Geotechnical Engineering (NTE) ⁽²⁾	\$8,000.00	\$9,000.00	\$17,000.00
k.	Public Involvement Meetings, Public Hearings	\$6,000.00		\$6,000.00
l.	Title & Encumbrance Reports (Maximum 5)	\$2,500.00		\$2,500.00
m.	Pavement Design		\$5,100.00	\$5,100.00
n.	Railroad Coordination (NTE)		\$5,000.00	\$5,000.00
o.	Landscape Design (NTE)		\$10,000.00	\$10,000.00
p.	Design Alternatives Analysis		\$34,840.00	\$34,840.00
	Total	\$171,600.00	\$102,140.00	\$273,740.00

- (1) For those services performed by the CONSULTANT which are included in the itemized costs, as "Not To Exceed", the CONSULTANT will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Contract at the direct salary and wages of each employee times a negotiated labor rate multiplier of 3.04. The actual and allowable costs of direct non-salary costs directly attributable to this Contract are items such as fares, subsistence, mileage, equipment rentals, reproductions, approved sub-consultant fees, etc. However, the direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

- (2) Items consisting of unit rate items that will be performed by a Subconsultant. The amounts shown are estimated only. The final amount shall not exceed that listed above, unless and until a supplemental agreement is executed.

3. The CONSULTANT will be paid for the Landscape Design as an "Hourly Rate". The CONSULTANT will be paid on the basis of an Hourly Rate in accordance with the following Rate Schedule:

<u>Classification</u>	<u>Hourly Rates</u>
Engineering Designer I	\$81.86
Project Engineer II	\$103.69
Project Engineer IV	\$160.91
Senior Landscape Designer	\$168.00

4. The previous total not-to-exceed fee was \$171,600.00. This Amendment No. 1 changes the overall total by \$102,140.00 for a new not-to-exceed amount of \$273,740.00.

Except as herein modified, changed and supplemented, all terms of the original Contract, dated January 16, 2015, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed the Supplemental Agreement No. 1 the day and year first mentioned above.

ENGINEER:
 CHA Consulting, Inc.
 300 South Meridian Street
 Indianapolis, Indiana 46225

CITY:
 CITY OF GOSHEN
 Redevelopment Commission
 111 E. Jefferson St.
 Goshen, Indiana 46528

_____ Date
 David A. Henkel
 Vice President

_____ Date
 Tom Stump
 President

_____ Date
 Vince Turner
 Vice-President

_____ Date
 Laura Coyne
 Secretary

_____ Date
 Adam Scharf
 Member

_____ Date
 Brett Weddell
 Member



Fee Summary Amendment No. 1

Project: Ninth Street - College Avenue to Purl Street
Client: City of Goshen

June 28, 2017

<i>ITEM</i>	<i>TYPE</i>	<i>Original</i>	<i>Amendment #1</i>	<i>TOTAL</i>
Topographic Survey	Lump Sum	\$19,000.00		\$19,000.00
Location Control Route Survey Plat	Lump Sum	\$7,000.00		\$7,000.00
CE Document	Lump Sum	\$21,900.00	\$9,300.00	\$31,200.00
Historic Properties Report	Lump Sum	\$5,000.00		\$5,000.00
Archeology Report	Lump Sum	\$7,000.00		\$7,000.00
Bicycle-Pedestrian Path and Plans	Lump Sum	\$76,200.00	\$26,800.00	\$103,000.00
Erosion Control Report and NOI	Lump Sum	\$4,000.00		\$4,000.00
Utility Coordination	Hourly Rate	\$15,000.00	\$2,100.00	\$17,100.00
Geotechnical Engineering	Not to Exceed	\$8,000.00	\$9,000.00	\$17,000.00
Public Involvement Meetings, Public Hearings	Hourly Rate	\$6,000.00		\$6,000.00
Title & Encumbrance Reports (Maximum 5 Parcels)	Not to Exceed	\$2,500.00		\$2,500.00
Pavement Design	Lump Sum		\$5,100.00	\$5,100.00
Railroad Coordination	Not to Exceed		\$5,000.00	\$5,000.00
Landscape Design	Not to Exceed		\$10,000.00	\$10,000.00
Design Alternatives Analysis	Lump Sum		\$34,840.00	\$34,840.00
Total Not To Exceed Fee		\$171,600.00	\$102,140.00	\$273,740.00



Environmental Document

PROJECT NO.: 9th Street Trail, Goshen
 Firm Name: CHA Consulting Inc.

DES. NO.: 1400995

DESCRIPTION	STAFF HOURS BY CLASSIFICATION											TOTAL HOURS /TASK	TOTAL DOLLARS /TASK	
	Senior Eng Mgr	Project Manager	Principal Eng VI	Engineer II	Engineer	Designer II	Designer I	Sr. Project Manager	Sr. Scientist V	Scientist IV	Admin Assistant			
ENVIRONMENTAL DOCUMENT														
Project Management - Additional Coordination										8			8	\$915.68
Updated Red Flag Survey										8	40		48	\$4,259.68
Re-Coordination w/ Agencies										4	24		28	\$2,464.24
Section 106 Coord. - Update Coordination										8	8		16	\$1,584.48
	SUBTOTAL:											100	\$9,224.08	
TOTAL - HOURS:	0	0	0	0	0	0	0	0	0	28	72	0	100	
MULTIPLIER RATE CONTRACT										\$114.46	\$83.60			
COSTS PER CLASSIFICATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,204.86	\$6,019.70	\$0.00		\$9,224.08
TOTAL HOURLY COSTS:														\$9,224.08
DIRECT EXPENSES														
GPS Rental														
Section 106 Public Notice														
Certified Mailings														
	DIRECT EXPENSE SUBTOTAL:												\$0.00	
TOTAL COSTS:														\$9,300.00



CHA Design & Management

Project: Ninth Street - College Avenue to Purl Street
Client Name: City of Goshen

DESCRIPTION	STAFF HOURS BY CLASSIFICATION							TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Principal Engineer VI	Landscape Architect IV	Senior Engineer V	Project Engineer IV	Engineer II	Asst. Eng I	Eng. Designer Tech/CADD		
Project Management									
Revision Coordination with Subcontractors	4			8				12	\$1,612.80
Project Review Meeting with Owner				8				8	\$892.56
Additional Client Coordination	4			8				12	\$1,612.80
SUBTOTAL: Project Management	8	0	0	24	0	0	0	32	\$ 4,118.16
TOTAL	8	0	0	24	0	0	0	32	
Average Hourly Rate Per Classification:	\$180.06	\$124.64	\$140.69	\$111.57	\$76.06	\$72.93	\$74.09		
Total Labor Cost	\$1,440.48	\$0.00	\$0.00	\$2,677.68	\$0.00	\$0.00	\$0.00		\$4,118.16
TOTAL FEE:									\$ 4,200.00



CHA Design & Management

Project: Ninth Street - College Avenue to Purl Street
Client Name: City of Goshen

DESCRIPTION	STAFF HOURS BY CLASSIFICATION							TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Principal Engineer VI	Landscape Architect IV	Senior Engineer V	Project Engineer IV	Engineer II	Asst. Eng. I	Eng. Designer Tech/CADD		
Pavement Design									
Review Geotech Recommendations				4				4	\$446.28
MEPDG Analysis for Widening				6				6	\$669.42
INDOT Pavement Design Review Form				16				16	\$1,785.12
Prepare ERMS Submittal to INDOT				4				4	\$446.28
INDOT Coordination & Review Responses				8				8	\$892.56
QA/QC			6					6	\$844.14
								0	\$0.00
								0	\$0.00
								0	\$0.00
								0	\$0.00
SUBTOTAL: Pavement Design	0	0	6	38	0	0	0	44	\$ 5,083.80
TOTAL	0	0	6	38	0	0	0	44	
Average Hourly Rate Per Classification:	\$180.06	\$124.64	\$140.69	\$111.57	\$76.06	\$72.93	\$74.09		
Total Labor Cost	\$0.00	\$0.00	\$844.14	\$4,239.66	\$0.00	\$0.00	\$0.00		\$5,083.80
TOTAL FEE:									\$ 5,100.00



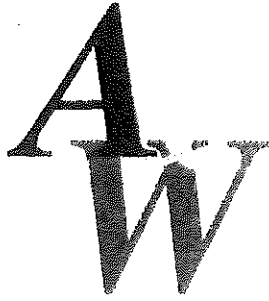
Utility Coordination

Project: Ninth Street - College Avenue to Purl Street
Client Name: City of Goshen

DESCRIPTION	STAFF HOURS BY CLASSIFICATION							TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Principal Engineer VI	Landscape Architect IV	Senior Engineer V	Project Engineer IV	Engineer II	Asst. Eng. I	Eng. Designer Tech/CADD		
Stage 1 Review Submission									
Coordinate Revisions with Utilities				5				5	\$557.85
Coordinate Conflict Analysis with Revised Plans				5				5	\$557.85
Additional On-Site Meeting with utilities (if req'd)				8				8	\$892.56
								0	\$0.00
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								0	\$0.00
								0	\$0.00
								0	\$0.00
TOTAL	0	0	0	18	0	0	0	18	
Average Hourly Rate Per Classification:	\$180.06	\$124.64	\$140.69	\$111.57	\$76.06	\$72.93	\$74.09		
Total Labor Cost	\$0.00	\$0.00	\$0.00	\$2,008.26	\$0.00	\$0.00	\$0.00		\$2,008.26
TOTAL FEE									\$ 2,100.00

PROJECT: Ninth Street Trail
Client Name: City of Goshen

DESCRIPTION	STAFF HOURS BY CLASSIFICATION							TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	Senior Project Engineer	Project Engineer IV	Project Engineer III	Project Engineer II	Engineering Designer I	Certified Construction Engineer II	Lochgroup			
Stage 1 Review Submission										
Design Grade (Mainline Trail and Driveways)	6.53%		4		8				12	\$1,473.16
Drainage Analysis/Calculations	29.36%		8	40					48	\$6,626.88
Prepare Preliminary Title Sheet & Index Sheet	0.00%								0	\$0.00
Prepare Prelim. Typical Cross Section	2.34%		2		2				4	\$529.20
Clear Zone / Roadside Safety Design	0.92%				2				2	\$207.38
Preliminary Quantities & Cost Estimate	5.63%		2	4	4				10	\$1,270.54
Preliminary Plan & Profile Sheets	5.10%		2		8				10	\$1,151.34
Coordination with Environmental Document	1.43%		2						2	\$321.82
Level One Calcs and Checklist	1.63%		1		2				3	\$368.29
Level Two Calcs (ISD)	1.63%		1		2				3	\$368.29
Abbreviated Engineering Assessment	1.43%		2						2	\$321.82
Preliminary Cross Section Sheets	1.84%				4				4	\$414.76
ERMS Submission Documentation	0.00%								0	\$0.00
SUBTOTAL: Stage 1 Review Submission	57.84%	0	24	44	32	0	0	100	100	\$13,053.48
Preliminary Field Check Plans										
Revise plans per Stage 1 Review	0.00%								0	\$0.00
Engineering Review of Geotech. Report	1.43%		2						2	\$321.82
Pavement Design Coordination	4.28%		6						6	\$965.46
Prelim. Approach, Drive & Curb Ramp Details	11.68%		2		18	8			26	\$2,635.74
Preliminary Maintenance of Traffic	3.26%		2		4				6	\$736.58
Plan and Profile Sheets	16.01%		4		18	16			36	\$3,612.44
Trail Summary Sheet	1.84%				4				4	\$414.76
Approach Table	1.84%				4				4	\$414.76
Prel. Plot of Final Cross Sections	1.84%				4				4	\$414.76
ERMS Submission Documentation	0.00%								0	\$0.00
SUBTOTAL: Preliminary Field Check Plans	42.16%	0	16	0	48	24	0	88	88	\$9,516.32
Stage 3 Plans										
SUBTOTAL: Stage 3 Plans	0.00%	0	0	0	0	0	0	0	0	\$0.00
Final Tracing Submittal										
SUBTOTAL: Final Tracing Submittal	0.00%	0	0	0	0	0	0	0	0	\$0.00
TOTAL	100.00%	0	40	44	80	24	0	188	188	\$22,569.80
Average Hourly Rate Per Classification:		\$202.43	\$160.91	\$133.49	\$103.69	\$81.86	\$0.00			
Total Labor Cost		\$0.00	\$6,436.40	\$5,873.56	\$8,295.20	\$1,964.64	\$0.00			\$22,569.80
DIRECT EXPENSES - Lochgroup										
Mileage travel to Site (South Bend to Site)		0				\$0.40				
Misc. Supplies										
Prints		0			Sheets	\$0.51				
Plots (includes Mylars)		0			Each					
Total Direct Cost										\$0.00
TOTAL:										\$22,600.00



Alt & Witzig Engineering, Inc.

4105 West 99th Street • Carmel, Indiana 46032

(317) 875-7000 • Fax (317) 876-3705

Geotechnical Services - Schedule of Services and Fees

Date: June 20, 2017

A&W Proposal No.: 1706G020

To: CHA Companies
300 S. Meridian Street
Indianapolis, Indiana 46225

Project: Ninth Street Multi-Use Trail
College Avenue to Purl Street
Elkhart County - Goshen, Indiana

Attn: Mr. Charlie Starling

Scope of Services:

Our understanding of the project is based upon the Preliminary Field Check Plans provided by CHA Companies dated October 2016. The project begins on the north side of College Avenue and extends north approximately along 9th Street to Purl Street. The proposed trail construction will include a slight widening of 9th Street restoring, improving drainage, installation of curb & gutter, sidewalks.

Per your request, we propose to complete a total of ten (10) soil borings and two (2) pavement cores along 9th Street. Borings will be advanced to depths ranging from 5 feet to 12.5 feet. Soils samples will be obtained continuously for the upper 4 feet, then at an interval of 2-1/2 feet to a depth of 10 feet. Prior to mobilization of our field personnel, Alt & Witzig Engineering will notify IUPPS for public utility locates. All soils will be visually classified and reported on Boring Logs. Our scope of services does include geotechnical analysis and recommendations. Samples will be held at our Carmel Facility for a period of 60 days after completion of drilling and then disposed.

This proposal is valid for a period of 60 days.

<i>Service Description</i>	<i>Unit Rate</i>	<i>Quantity</i>	<i>Cost</i>
1 a. Mobilization of SPT Rig	\$650.00 each	1	\$ 650.00
1 c. Field Coordination with Utilities	\$245.00 lump sum	1	\$ 245.00
1 d. Coordination with City ROW and Permitting	\$500.00 lump sum	1	\$ 500.00
2 a. Truck Mounted Borings with Split-Spoon Sampling	\$15.00 per foot	77.5	\$ 1,162.50
24 a. Set up for Borings and Soundings <20 ft	\$50.00 each	10	\$ 500.00
25 Additional 2in. Split Spoon Sampling	\$19.00 each	8	\$ 152.00
27 3 inch Shelby Tube Samples	\$50.00 each	5	\$ 250.00
28 b. Bag Sample 25 lbs. Sample	\$46.00 each	3	\$ 138.00
28 c. Bag Sample 5 lbs. Sample	\$40.00 each	2	\$ 80.00
31 e. Infiltration/Percolation Testing			
e. i. mobilization of infiltration/perc equipment	\$ 600.00 per site	1.0	\$ 600.00
e. ii. Borehole Permeameter Test/Perc Test	\$ 600.00 1st test	1.0	\$ 600.00
e. iii. Additional Permeameter tests	\$ 200.00 per test	1.0	\$ 200.00
32 Geotechnical Engineer	\$110.00 per hour	8	\$ 880.00
34 a. i. 24 hour Water levels - Field Measurements	\$25.00 each	8	\$ 200.00
34 b. PVC slotted Pipe	\$5.00 per foot	67.5	\$ 337.50
35 a. i. 1. Boring Backfill - up to 30 feet	\$75.00 each	10	\$ 750.00
37 b Traffic Control - Equipment Rental	\$5,200.00 actual cost	1	\$ 5,200.00
39 Sieve Analysis for soils	\$45.00 each	5	\$ 225.00
40 Hydrometer Analysis	\$50.00 each	5	\$ 250.00
42 Liquid Limit	\$30.00 each	5	\$ 150.00

Offices:

Cincinnati, Ohio • Dayton, Ohio
Indianapolis • Evansville • Ft. Wayne • Lafayette • South Bend • Terre Haute, Indiana

*Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services*



<i>Service Description</i>	<i>Unit Rate</i>	<i>Quantity</i>	<i>Cost</i>
43 Plastic Limit & Plasticity Index	\$25.00 each	5	\$ 125.00
45 pH Test	\$14.00 each	5	\$ 70.00
46 a. Conventional AASHTO T-267	\$22.00 each	2	\$ 44.00
47 a. Topsoil Tests - Phosphorus	\$10.50 each	2	\$ 21.00
b. Topsoil Test - Potassium	\$10.50 each	2	\$ 21.00
48 a. Moisture Content Test - Conventional	\$6.00 each	28	\$ 168.00
50 Specific Gravity Test	\$32.50 each	5	\$ 162.50
51 Unit Weight Determination	\$18.00 each	8	\$ 144.00
53 a. Unconfined Compression Test	\$42.00 each	7	\$ 294.00
58 a. Standard Moisture-Density Relationship	\$130.00 each	2	\$ 260.00
61 Water Soluble Sulfate Test	\$75.00 each	5	\$ 375.00
66 b. Geotechnical Report With Soil Subgrade - First mile	\$1,750.00 lump sum	1	\$ 1,750.00
PAVEMENT INVESTIGATION			
4 a. Pavement Core (Full Depth) Standard	\$180.00 each	2	\$ 360.00
15 Core Report for Full Depth Core	\$40.00 each	2	\$ 80.00
<i>Total Anticipated Cost</i>			\$ 16,944.50
<i>Total Not to Exceed Cost</i>			\$ 17,000.00

Quote Prepared by A&W Representative: Ellen Anne W. Wilkinson, P.E.
ewilkinson@altwitzig.com

Authorization to Proceed

Terms of payment are Net 30 Days. Balances over 30 days bear interest at 1-1/2% per month. In the event Alt & Witzig Engineering, Inc. is required to employ an attorney to collect any balances due, I agree to pay reasonable costs and attorney fees.

A&W Client of Record:

By: _____
 Authorization Signature

 Title

 Date

Invoices should be mailed to: _____

Email address: _____

Telephone Number: _____

Site Contact Information:

Name: _____

Email address: _____

Telephone Number: _____

RESOLUTION 54-2017

Approval of Site Plan for Goshen Brewing Company Expansion Project

WHEREAS the Goshen Brewing Company requested permission from the City to expand their current building in November of 2016; and

WHEREAS the preliminary expansion drawings were provided to the Commission in April, 2017 and Goshen Brewing Company's design team received State building plan approvals in June 2017 and plans were submitted for the City's Tech Review process in late July; and

WHEREAS the City staff is currently reviewing the plans for the August 10th Tech Review Meeting and the site plans are now being submitted for approval by the Redevelopment Commission.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the attached site elevation plans submitted by the Goshen Brewing Company for their expansion project are approved.

PASSED and ADOPTED on August 8, 2017.

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: August 8, 2017

RE: Request for Site Plan Approval for Goshen Brewing Co. Expansion Project

In October 2013, the Redevelopment Commission entered into an Agreement for the Lease and Development of Real Estate at 315 W. Washington Street with Jesse Sensenig for the Goshen Brewing Company. At that time, the subject property extended to the west only as far as the public north/south sidewalk.

In February 2014, an agreement amendment was executed with Goshen Brewing Company to extend their lease term as the original project costs and investment exceeded what they had originally projected.

In July 2016, a second agreement amendment was executed granting the Goshen Brewing Company additional land west of the public sidewalk to the public drive for their use and allowed for the area to be enclosed with a fence.

In November 2016, Goshen Brewing Company approached the City to discuss expansion plans. Preliminary drawings were provided to the Commission in April. Their design team received State building plan approvals in June and plans were submitted for the City's Tech Review process in late July. City staff is currently reviewing the plans in advance of the August 10th meeting.

The purchase agreement states that Redevelopment is to approve any site plan changes as it still owns the land. A copy of the design plans are attached and a summary of key points is as follows:

1. Existing city sidewalk has been removed and a 5' sidewalk will be relocated by the Goshen Brewing Company adjacent to the back of curb along the curve. This is the only ADA compliant access point from the south side of the property to the parking lot. Although a trail exists on the west side of the drive, it is a gravel trail and not ADA compliant.
2. They are requesting permission to place exterior, non-permanent coolers in the parking lot area east of the building. Examples of the proposed coolers are included in the packet.
3. Existing capacity for indoor dining of 49 will double with the new addition. The patio space will be relocated further west.
4. All site drainage will tie into the existing stormwater system for the parking lot. Language regarding this will be included on the final plat.

5. No changes are proposed for the grass area north of the existing building.
6. Lease term and all other conditions of the original agreement and subsequent amendments remain the same.

We are requesting that the Commission approve the expansion plans with the condition that revisions required as part of the Tech Review process be made to allow for plan approval. We do not anticipate any major changes from the plan shown today.



CRIPE design
423 Banning Street
Bellingham, WA 98225
www.cripedesign.com



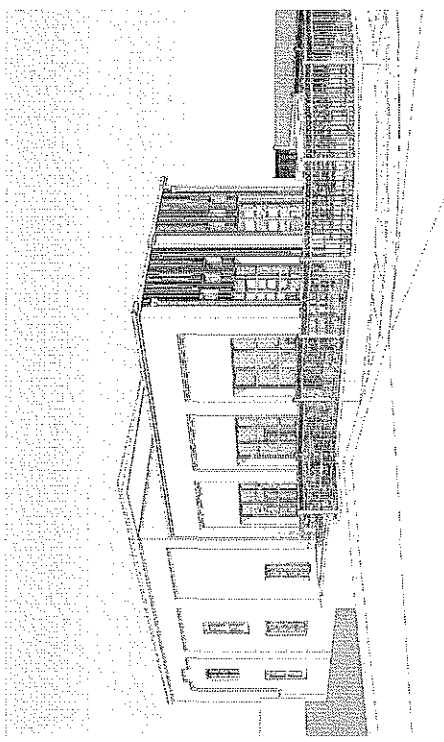
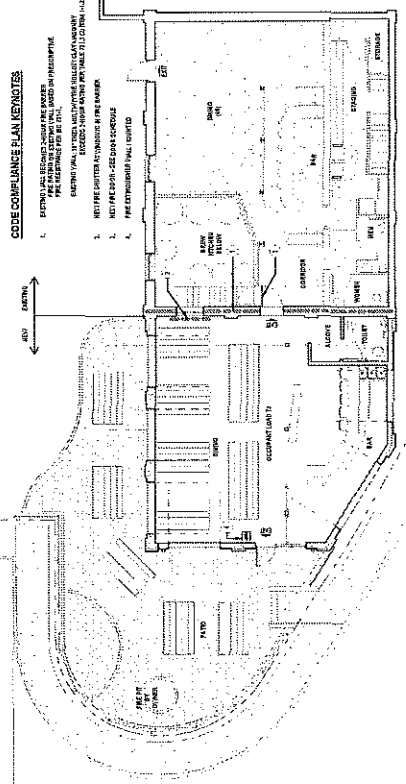
David A. Cripe

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	12/14/2011
2	REVISION	
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- BUILDING CODE DATA**
- A. CODE REFERENCE:
 - 1. NATIONAL BUILDING CODE OF ALASKA AND HONOLULU AMENDMENT
 - 2. ALASKA BUILDING CODE
 - 3. ALASKA ELECTRICAL CODE
 - 4. ALASKA MECHANICAL CODE
 - 5. ALASKA FIRE CODE
 - 6. ALASKA ENERGY CODE
 - 7. ALASKA PLUMBING CODE
 - 8. ALASKA PUEBLY CODE
 - 9. ALASKA SLOTTED PIPE CODE
 - 10. ALASKA STEEL DECKING CODE
 - 11. ALASKA WOOD DECKING CODE
 - 12. ALASKA WOOD JOIST CODE
 - 13. ALASKA WOOD TRUSS CODE
 - 14. ALASKA WOOD SHEDDING CODE
 - 15. ALASKA WOOD SHEDDING CODE
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 - 50. ALASKA WOOD SHEDDING CODE

SHEET LIST

NO.	TITLE	DATE
1	PERMIT PLAN	
2	FOUNDATION PLAN	
3	FLOOR PLAN	
4	ELECTRICAL PLAN	
5	MECHANICAL PLAN	
6	PLUMBING PLAN	
7	MECHANICAL PLAN	
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50	MECHANICAL PLAN	



CODE COMPLIANCE PLAN

G-1.0



CRUPE design
 1000 W. 14th Ave. #100
 Denver, CO 80202
 Tel: 303.733.0068
 www.crupe.com



No.	Revision	Date

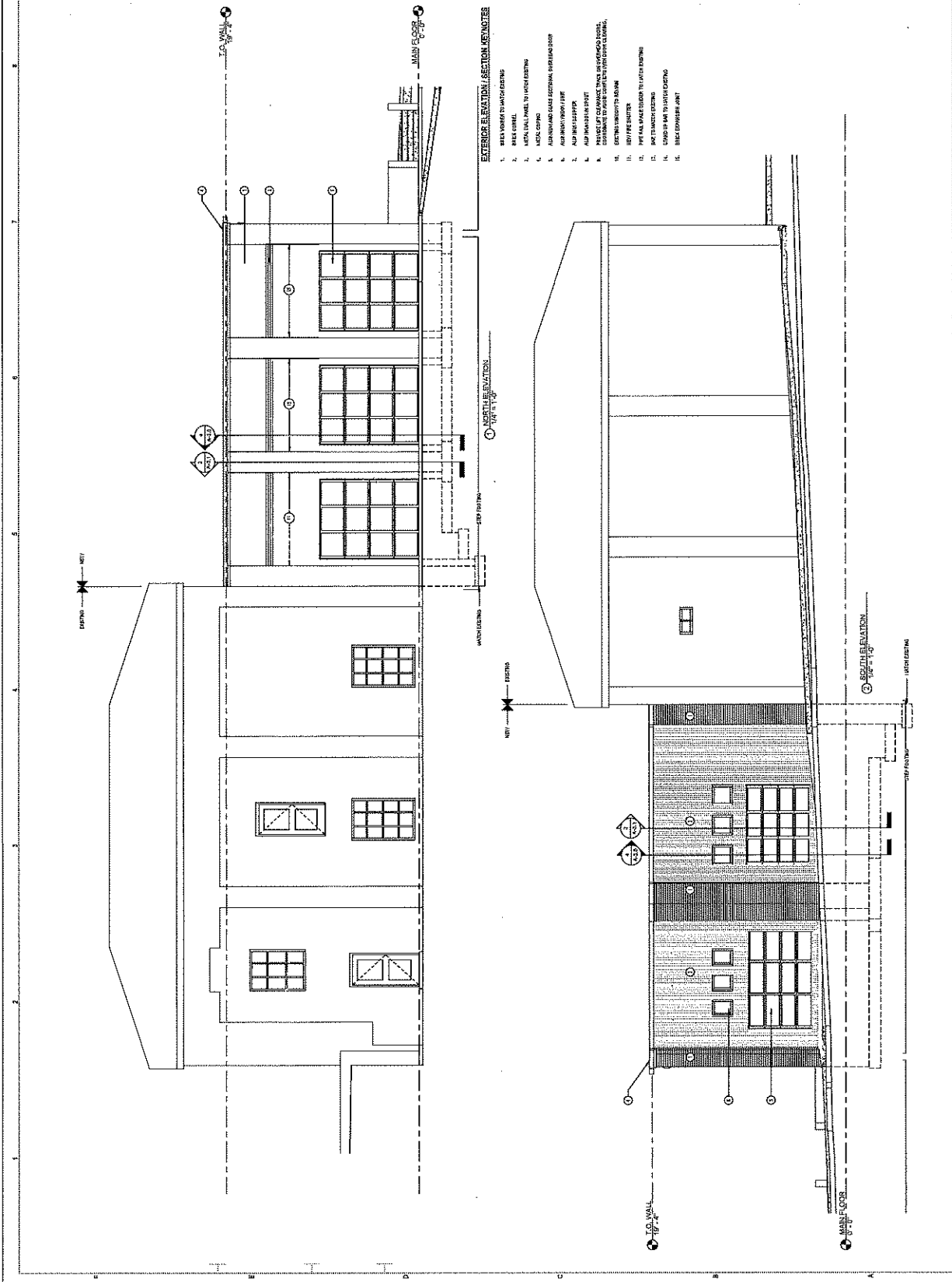
Goshen Brewing Company

Goshen Brewing Company
 1000 W. 14th Ave. #100
 Goshen, IN 46526

ADDITION
 EXTERIOR ELEVATIONS

NO.	REV.	DATE

A-2.0



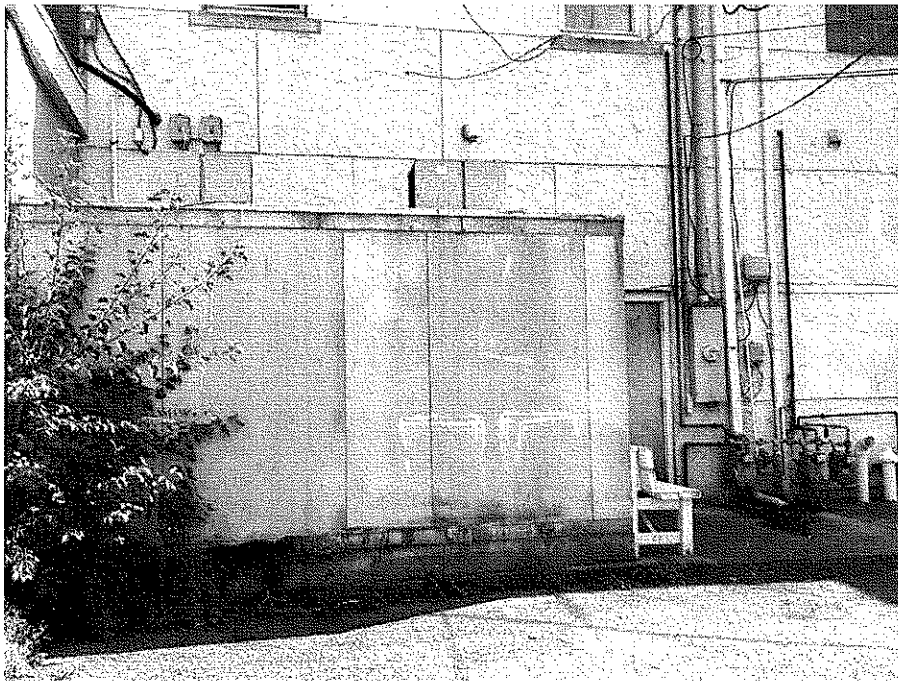
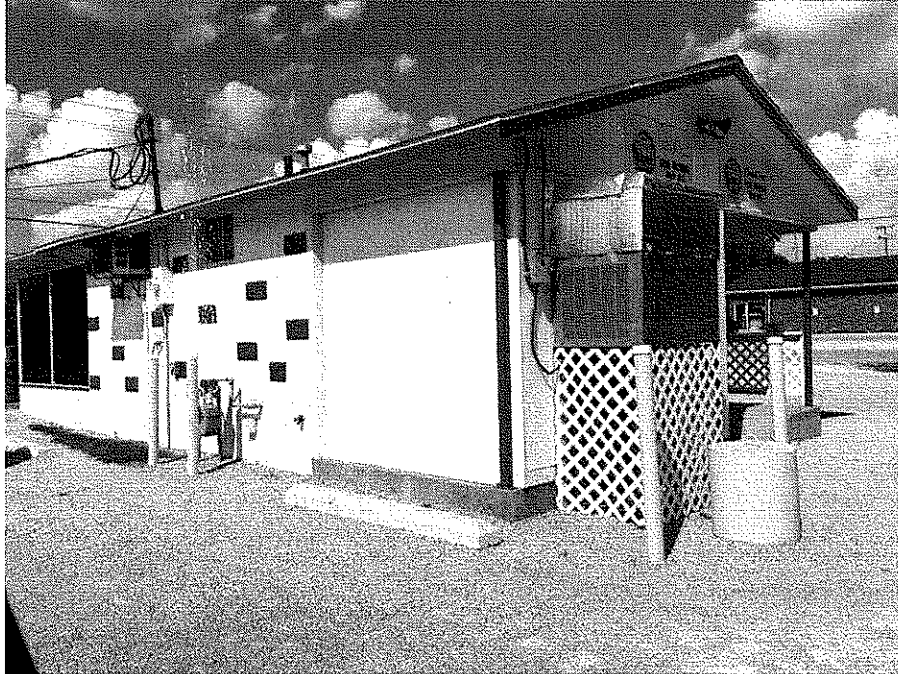
- EXTERIOR ELEVATION SECTION NOTES
1. REFER NOTES TO MATCH EXISTING
 2. BRICK CORNER
 3. METAL WALL PANEL TO MATCH EXISTING
 4. METAL CORNER
 5. ALUMINUM HAND RAILED EXTERIOR STAIRCASE DECK
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Walk-in Exterior Cooler/Freezer Renderings for:



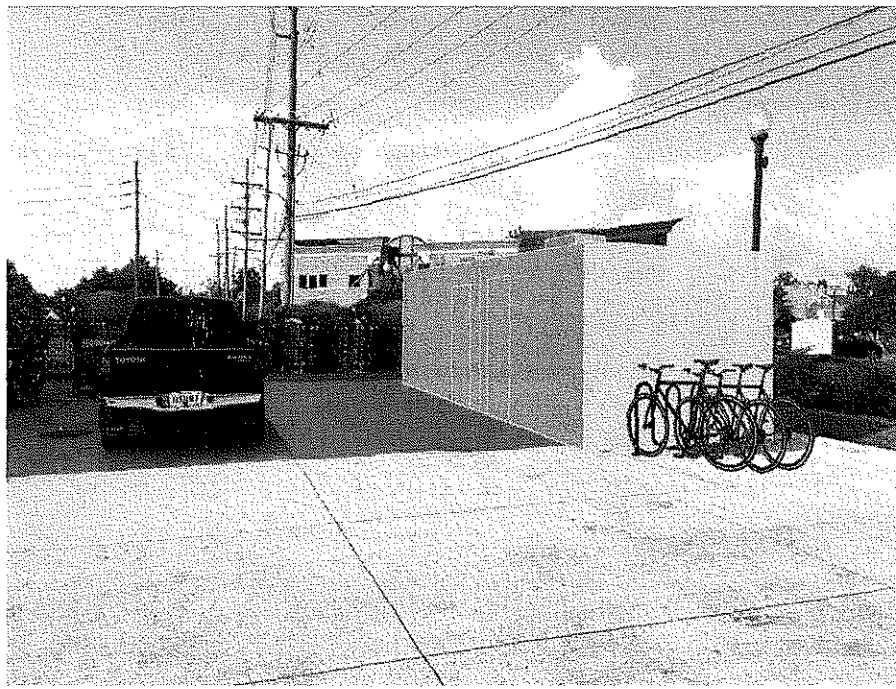
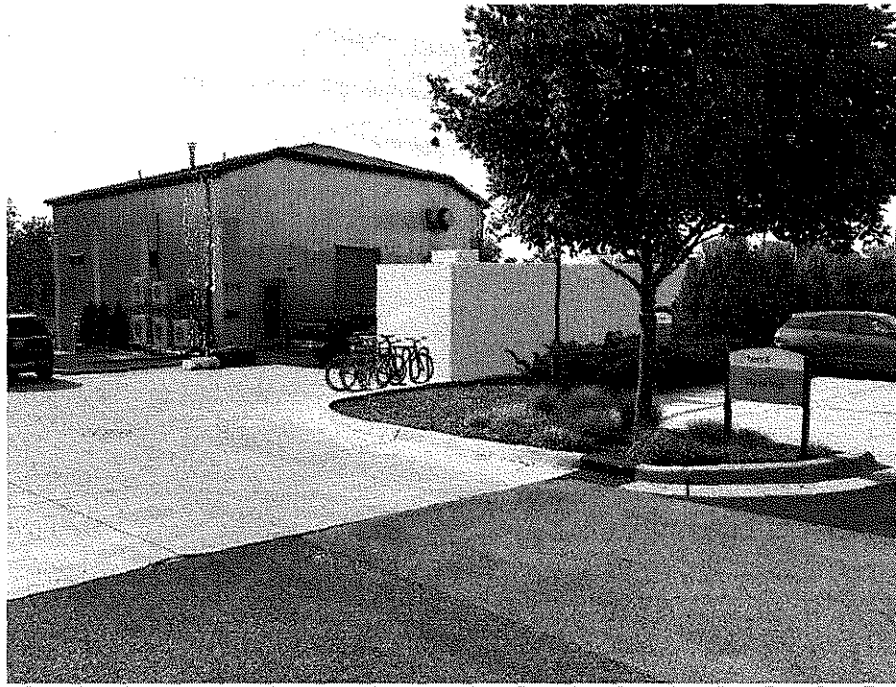
August 1, 2017

Existing Goshen Restaurant Coolers - Exterior Located





Basic Perspective Renderings of
Goshen Brewing Company Cooler/Freezers in location per Site Plan (C-1.0)



RESOLUTION 55-2017

Authorize Execution of Agreement Amendment #3 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 June 2016; and

WHEREAS it is necessary to enlist additional consultation from Abonmarche Consultants, Inc. for the project, due to unforeseen environmental conditions and additional survey work needed to satisfy our USEPA grant; and

WHEREAS the City intends to construct a temporary stormwater connection to alleviate flooding issues that exist until Phase II of the project can occur and a memo summarizing the scope of work is attached and;

WHEREAS it is recommended that Goshen Redevelopment Commission authorize Community Development Director Mark Brinson to execute an Agreement Amendment #3 with Abonmarche Consultants, Inc. that is consistent with the increase to the scope of work as detailed in the memo that is attached to and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that 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 attached to and made a part of this Resolution.

PASSED and ADOPTED on August 8, 2017.

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: August 8, 2017
RE: Request to Execute an Agreement Amendment #3 with Abonmarche Consultants, Inc. for the Steury Avenue/Lincoln Avenue Roadway Reconstruction & Drainage Improvement Design Project

We are requesting approval of Agreement Amendment #3 with Abonmarche for the Steury Avenue/Lincoln Avenue Roadway Reconstruction & Drainage Improvement Design Project – Phase I. Once construction of the detention basin began, unexpected environmental conditions required additional consultation with the consultant, features of the detention basin required redesign to address the environmental conditions encountered and there is additional survey work needed at the end of the project to satisfy our USEPA grant requirements. Also, the City intends to construct a temporary stormwater connection for the intersection of Lincoln Avenue and Steury Avenue to alleviate flooding issues that exist until Phase II of the project can occur and we've requested that Abonmarche complete the design work for the temporary connection. A brief summary of the changes to the Scope of Work we're requesting are detailed below:

Additional Scope of Work

Task #13 – Construction Services (As Requested)

\$7,500 (Not-to-Exceed)

- Attend progress and site meetings at the City's request.
- Assist Contractor and City with construction questions and issues that arise and modify design to accommodate site conditions as necessary at the City's request.
- Design temporary storm sewer connections for the intersection of Lincoln Avenue and Steury Avenue.
- Complete a final walk-through with the City and Contractor.

Task #14 – As-Built Survey

\$7,000 (Lump Sum)

- Perform intermediate as-built survey of drainage basin.
- Figure excavated quantities due to the additional debris encountered while excavating the drainage basin.
- Assist with basin re-design to include adding a sand layer across the bottom and a clay liner.
- Perform final as-built survey of the constructed drainage basin and prepare as-built conditions drawing to include in the final paperwork for the USEPA Revolving Loan Fund (RLF) grant.

In addition to the increase in cost for these items, totaling \$14,500 and bringing the total agreement cost to \$150,650, we are requesting that the agreement be extended through December 31, 2017.

AGREEMENT AMENDMENT #3

Steury Avenue/Lincoln Avenue Roadway Reconstruction & Drainage Improvement Design Project Project No. 2013-0012

THIS AGREEMENT AMENDMENT #3 is entered into on this ____ day of August, 2017, between Abonmarche Consultants, Inc., hereinafter referred to as "Consultant", and the City of Goshen by its Redevelopment Commission, hereinafter referred to as "City".

WHEREAS, the City entered into an Agreement with Consultant dated April 24, 2014, for the "Steury Avenue/Lincoln Avenue Roadway Reconstruction & Drainage Improvement Design Project" for an amount not to exceed Eighty-Nine Thousand Eight Hundred Dollars (\$89,800.00).

WHEREAS, the City entered into an Agreement Amendment with Consultant dated November 13, 2015, to increase the scope of work to include additional surveying and geotechnical work as the project area increased and to complete a wetland delineation to satisfy the US Army Corps of Engineers for an amount not to exceed Twenty-Six Thousand Five Hundred Dollars (\$26,500.00) for a total Agreement cost of One Hundred Sixteen Thousand Three Hundred Dollars (\$116,300.00).

WHEREAS, the City entered into an Agreement Amendment #2 with Consultant dated July 6, 2016, to increase the scope of work to include subdivision of the land into three (3) parcels to create parking for the property to the east and to create a development lot to the west of the pond and preparation and recording of a plat and associated variances to comply with the zoning ordinances as well as additional permitting work required to comply with the USEPA grant fund requirements resulting in the need for additional field work for an amount not to exceed Nineteen Thousand Eight Hundred Fifty Dollars (\$19,850.00) for a total Agreement cost of One Hundred Thirty-Six Thousand One Hundred Fifty Dollars (\$136,150.00)

WHEREAS, unexpected conditions have arisen during the construction of the detention pond and additional meetings have been required with the Consultant, site conditions have resulted in the need for redesign of certain basin features, a final as-built is needed to satisfy the USEPA remediation requirements and the City intends to construct a temporary stormwater connection for the intersection of Lincoln Avenue and Steury Avenue until Phase II of the overall project is completed and design work is needed for the connection.

WHEREAS, the City desires to contract with Consultant and Consultant agrees to complete the consultation, design and survey work.

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the original Agreement dated April 24, 2014, Agreement Amendment dated November 13, 2015 and Agreement Amendment #2 dated July 6, 2016 for the "Steury Avenue/Lincoln Avenue Roadway Reconstruction & Drainage Improvement Design Project", the parties agree as follows:

ADDITIONAL SCOPE OF SERVICES

The following items shall be added to the original Scope of Work for this project:

Task #13 – Construction Services (As Requested)

- Consultant shall attend progress and site meetings at the City's request.
- Consultant shall assist Contractor and City with construction questions and issues that arise and modify design to accommodate site conditions as necessary at the City's request.

- Consultant shall design temporary storm sewer connections for the intersection of Lincoln Avenue and Steury Avenue.
- Consultant shall complete a final walk-through with the City and Contractor.

Task #14 – As-Built Survey (Phase I)

- Consultant shall perform intermediate as-built survey of drainage basin.
- Consultant shall figure excavated quantities due to the additional debris encountered while excavating the drainage basin.
- Consultant shall assist with basin re-design to include adding a sand layer across the bottom and a clay liner.
- Consultant shall perform final as-built survey of the constructed drainage basin and prepare as-built conditions drawing to include in the final paperwork for the USEPA Revolving Loan Fund (RLF) grant.

ADDITIONAL COMPENSATION

The City agrees to compensate the Consultant for the above additional services based on the Consultant's prices detailed below. The additional cost for all services performed in this Agreement Amendment #3 shall not exceed Fourteen Thousand Five Hundred Dollars (\$14,500.00) for a total contract price of One Hundred Fifty Thousand Six Hundred Fifty Dollars (\$150,650.00).

Task #13 – \$7,500 (Not-to-Exceed)

Task #14 – \$7,000 (Lump Sum)

SCHEDULE

All work by Consultant shall be completed by December 31, 2017.

All other terms and conditions of the April 24, 2014 Agreement, November 13, 2015 Agreement Amendment and July 6, 2016 Agreement Amendment #2 shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment #2, in duplicate on the ____ day of August, 2017.

**City of Goshen
Redevelopment Commission**

Abonmarche Consultants, Inc.

Mark Brinson,
Community Development Commission

John W. Linn,
Principal

RESOLUTION 56-2017

Authorize Execution of a Contract Amendment with John Ward Concrete, Inc. for the Lincoln Avenue (SR4) & Steury Avenue Intersection Improvements & Stormwater Basin Phase I

WHEREAS the Goshen Redevelopment Commission executed an agreement with John Ward Concrete, Inc., for the Lincoln Avenue (SR4) & Steury Avenue Intersection on January 17, 2017;

WHEREAS in May 2017 it was brought to the Commission's attention that it was necessary to modify the design of the detention basin at an additional cost to the project and in addition there was also extra cost for the material transported to the landfill.

WHEREAS it is necessary to amend the original contract with John Ward Concrete, Inc. to cover the additional charges and the additional costs are detailed in the attached memo.

NOW THEREFOR BE IT RESOLVED that Mark Brinson, Community Development Director is authorized to execute the contract amendment and extend the completion deadline to December 1, 2017 on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on August 8, 2017.

Thomas W. Stump, President

Laura Coyne, Secretary



Department of Community Development
CITY OF GOSHEN
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 communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

#

To: Redevelopment Commission

From: Becky Hershberger

Date: August 8, 2017

RE: Request to authorize execution of a Contract Amendment with John Ward Concrete, Inc. for Lincoln Ave (SR 4) & Steury Avenue Intersection Improvements & Stormwater Basin – Phase I

In May, it was brought to the Commission’s attention that the original plan for remediation of the former salvage yard required modification due to the presence of more widespread contamination than anticipated. At that time, the design of the detention basin was modified to include a 24” clay lining to prevent the contaminated soil beneath from leaching into our basin. In addition to the extra cost for the lining, the Commission was informed that the quantity of material transported to the landfill substantially exceeded what we had anticipated.

Today we are requesting that the Commission approve a contract amendment with John Ward Concrete, Inc. to include the various change order items detailed in May (and shown below). The amendment also includes the work associated with Alternate B, which was part of the original design when the project was bid, and includes the access/maintenance drive on the east end of the site and a parking area that we intend to sell to East Gate Market at 922 E. Lincoln Avenue. A copy of the plan for the parking lot is attached and the bid tab for the alternate is shown below.

CHANGE ORDER ITEMS:

Bid Item	Reason	Expense
Clearing and Grubbing	Additional brush removal required for west side of detention basin	\$1,005.00
Tree Removal	5 additional large trees within detention basin footprint	\$2,000.00
Underground Storage Tank Removal	A second UST was discovered adjacent to UST we knew existed. Original was 3,800 gallons. Second UST was 8,000.	\$15,000.00
UST Liquid Disposal	Undistributed quantity price included in Bid Tab for anything above 100 gallons. Additional 250 gallons required removal.	\$435.75
Excavation, Common	A line item was established to include excavation and on-site soil management for materials to be reused. No reuse was feasible due to the quantity of debris within the soil.	(\$14,850.00)
Excavation, Rock	A line item was established in the bids to account for rocks encountered during excavation. No material was	(\$4,950.00)

	removed utilizing this line item as the quantity of debris and rock within the soil resulted in all material going to the landfill for disposal.	
Excavation, Contaminated Soil (Below 12" within cells)	It was originally projected that 60% of the soil excavated during the basin construction could be reused on-site to construct the berms. Due to the quantity of debris within the soil, all material required disposal at the landfill. In addition, the walls of the basin required over-excavation due to the debris encountered. Excavation quantities disposed of at the landfill totaled 13,500 cubic yards as opposed to the 3,870 originally identified.	\$96,300.00
Topsoil	Original bid quantity was 1,960 cubic yards. The redesigned basin to include a 24" clay liner will now require 2,320 cubic yards of imported topsoil.	\$50,760.00
Clay	Original bid quantity only included the southern wall of the basin. The redesigned basin with a 24" clay lining for the bottom of the basin and all walls will now require 8,390 cubic yards of imported clay.	\$83,550.00
"B" Borrow	Original bid quantity included 4,730 cubic yards of B Borrow material. The redesigned basin will now utilize clay instead and the borrow material quantity has decreased to 2,000 cubic yards as it will only line the bottom of the basin.	(\$36,855.00)
Site Grading/Compaction	The revised basin design requires extensive grading and compaction to ensure the viability of the clay liner that was not required with the original design.	\$37,500.00
TOTAL		\$229,895.75

ALTERNATE B					
Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
B.1	1	LSUM	Mobilization and Demobilization	\$1,500.00	\$1,500.00
B.2	1	LSUM	Construction Engineering	\$4,000.00	\$4,000.00
B.3	1	LSUM	Clearing and Grubbing	\$1,500.00	\$1,500.00
B.4	215	LFT	Fence, Remove	\$5.00	\$1,075.00
B.4A	2	EA	Bollard, Remove	\$100.00	\$200.00
B.4C	1	EA	Mailbox, Remove and Relocate	\$100.00	\$100.00
B.4D	1	EA	Sheet Sign and Post, Remove and Relocate	\$500.00	\$500.00
B.5	1,300	CYS	Excavation, Common	\$10.00	\$13,000.00
B.6	1,320	CYS	"B" Borrow	\$13.50	\$17,820.00
B.7	4	EA	Temporary Inlet Protection	\$175.00	\$700.00
B.7A	1	LSUM	Temporary Erosion and Sediment Control	\$500.00	\$500.00
B.8	400	TON	Compacted Aggregate for Base, No. 53	\$22.00	\$8,800.00
B.9	1,160	SYS	PCCP, 6"	\$33.00	\$38,280.00
B.10	24	SYS	Concrete Curb Ramp	\$32.00	\$768.00
B.11	65	SYS	Concrete Sidewalk, 4"	\$30.00	\$1,950.00
B.11A	70	SYS	Integral Concrete Curb and Sidwalk, 4"	\$35.00	\$2,450.00

B.12	545	LFT	Concrete Curb, 6"	\$16.00	\$8,720.00
B.13	1,235	SYS	Mulched Seeding	\$1.25	\$1,543.75
B.13A	410	SYS	Sodding	\$5.00	\$2,050.00
B.14	290	CYS	Topsoil	\$18.00	\$5,220.00
B.15	77	LFT	Storm Sewer Pipe, Circular, 8"	\$20.00	\$1,540.00
B.15A	56	LFT	Storm Sewer Pipe, 8", PVC C900	\$30.00	\$1,680.00
B.15B	124	LFT	Storm Sewer Pipe, Circular, 12"	\$20.00	\$2,480.00
B.15C	77	LFT	Storm Sewer, Circular, 36"	\$90.00	\$6,930.00
B.16	3	EA	Standard Yard Inlet	\$200.00	\$600.00
B.16A	1	EA	Standard Catch Basin	\$1,500.00	\$1,500.00
B.16B	1	EA	Standard Storm Manhole, 60"	\$5,500.00	\$5,500.00
B.17	166	LFT	Underdrain, 6"	\$15.00	\$2,490.00
B.17A	20	CYS	Aggregate for Underdrains	\$40.00	\$800.00
B.17B	115	SYS	Geotextile for Underdrains	\$10.00	\$1,150.00
B.18	1	EA	Sheet Sign and Post	\$500.00	\$500.00
B.19	220	LFT	Line, Paint, Solid, White, 4"	\$2.00	\$440.00
B.19A	140	LFT	Line, Paint, Solid, Blue, 4"	\$2.00	\$280.00
B.19B	1	EA	Pavement Message Marking, Paint, Blue, International Symbol of Access	\$500.00	\$500.00
TOTAL AMOUNT OF ALTERNATE B:					\$137,066.75

To summarize the proposed total contract for John Ward Concrete, Inc.

Original Contract Total	\$386,267.75
Increase due to issues identified in May	\$229,895.75
Increase due to including Alternate B	\$137,066.75
PROPOSED TOTAL CONTRACT	\$753,230.25

OVERALL PROJECT BUDGET

USEPA Brownfield RLF Grant	\$1,000,000.00
- Environmental Consulting Contract	(\$164,000.00)
- Remediation Contractor	(\$753,230.25)
- Elkhart County Landfill	(\$282,233.49)
TOTAL	(\$199,463.74) – To be paid by Redevelopment beyond the grant funds available.

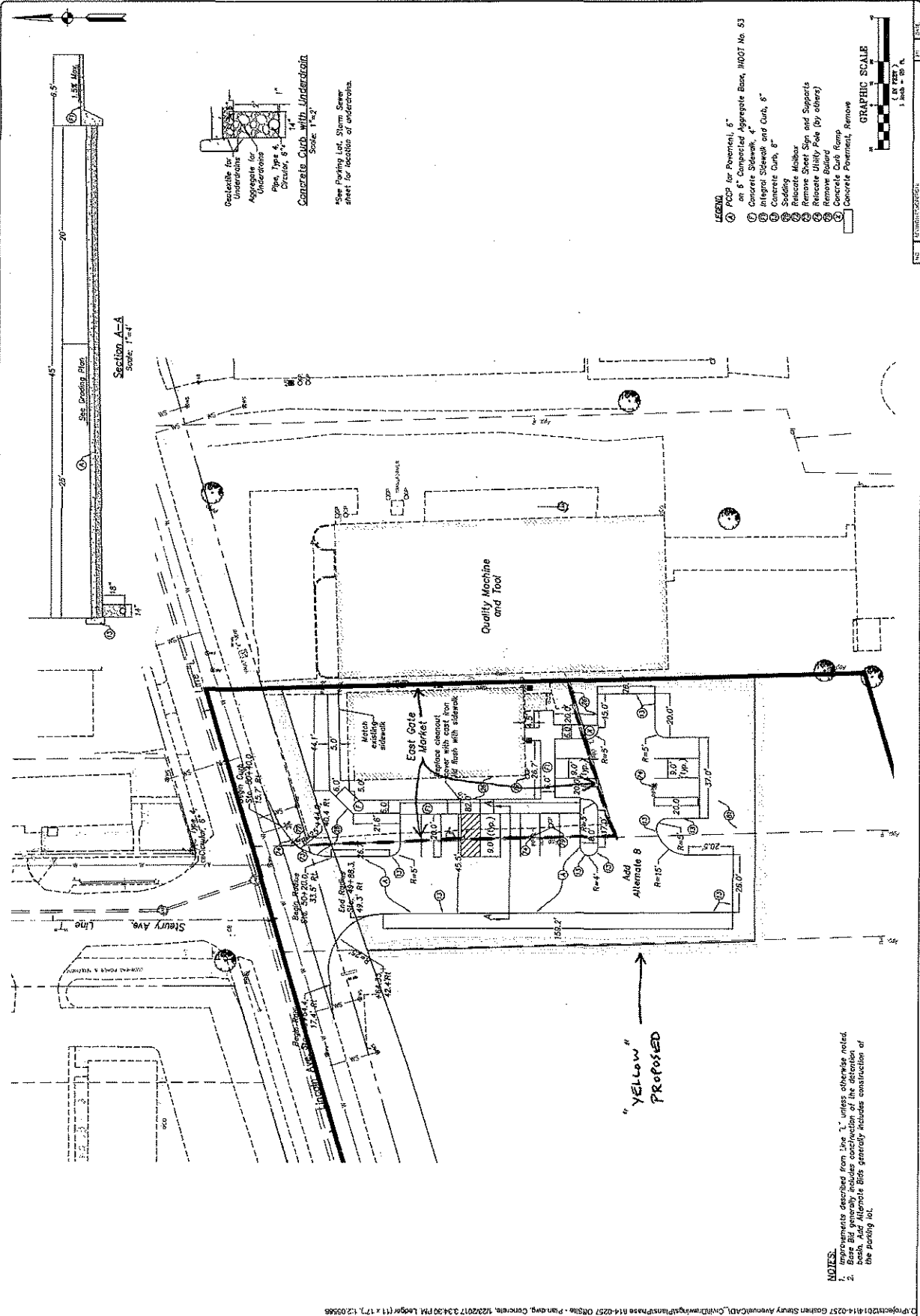
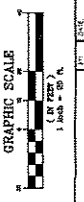
Although this project exceeds the grant budget available with this proposed contract amendment, proceeding with Alternate B provides an access point for the City to enter the site to maintain the pond. In addition, Phase II of the Lincoln Avenue/Steury Avenue Project will negatively impact the Market's property by adding curb and gutter along Lincoln Avenue where they currently have a continuous curb cut. Our intent is to complete the project and then sell the newly subdivided lot to the owners of 922 E. Lincoln to allow for their business to continue to function and grow.

We are requesting that the Commission approve the contract amendment with John Ward Concrete, Inc. to include the additional work and to also extend the completion deadline to December 1, 2017.

**PARKING LOT LAYOUT
 (ADD ALTERNATE B)**

DATE	12/20/11
BY	BRUNSAK
CHECKED BY	BRUNSAK
DESIGNED BY	BRUNSAK
SCALE	AS SHOWN
SHEET NO.	14-0257
TITLE	PHASE I
PROJECT	INTERSECTION IMPROVEMENTS & STORMWATER BASIN - PHASE I

- LEGEND**
- ① PCCP for Pavement, 6" on 6" Compacted Aggregate Base, 30007 No. 53
 - ② Concrete Sidewalk, 4"
 - ③ Integral Sidewalk and Curb, 6"
 - ④ Concrete Curb, 6"
 - ⑤ 2" x 2" x 2" Reinforcing Mesh
 - ⑥ Remove Sheet Sign and Supports
 - ⑦ Relocate Utility Pole (by others)
 - ⑧ Remove Ballast
 - ⑨ Concrete Curb Ramp
 - ⑩ Concrete Pavement, Remove



"YELLOW"
 PROPOSED

RESOLUTION 57-2017

Approve and Authorize Execution of Agreement Amendment with DLZ For Additional Survey Work to Redevelop River Race

WHEREAS the Commission approved survey work for River Race Drive in May 2017 and;

WHEREAS after staff review of the survey it was determined additional survey work is necessary and an additional quote was requested from DLZ.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement Amendment with DLZ for Additional Survey Work per the Modification Memo attached to and made a part of this Resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Agreement Amendment with DLZ on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on August 8, 2017.

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., Director of Public Works

RE: **SCOT SIVAN - RIVER RACE DRIVE SURVEY
(JN: 2017-2014)**

DATE: August 4, 2017

DLZ completed the first part of their contract to develop a topographical survey for Third Street, River Race Drive and the property between each roadway. They also completed a boundary survey for the same area. The original survey cost was \$12,600. Upon review of the survey data, staff determined additional survey work is necessary allow traffic adjustments to be considered in the final design. The City requested another quote from DLZ, Inc. to perform survey work north to Washington Street. To complete the additional work, DLZ, Inc. has requested another \$1,765.00.

Goshen Engineering is of the opinion the additional fee is warranted and requests the Redevelopment Commission authorize Mark Brinson to sign the agreement amendment once Goshen Legal has an opportunity to prepare it.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

SCOPE MODIFICATION MEMO

PROJECT: River Race Run Redevelopment
CLIENT: City of Goshen
FROM: Rob Hathaway
TO: Nancy Greer

This memo is to document additional scope of services for the stated project.

Change	Date	Initiated by	Additional Scope	Impact
1.	July 28, 2017	City of Goshen	Expand Topo Limits See Attached	A survey crew will return to the site to get the addition information.

The additional scope will have the following effects on the estimated budget:

Change #1 The survey crew will return to the site to pickup the additional areas beyond the original survey limits. The survey data will be processed and inserted into the base survey drawing. The change in scope will require approximately 1.5 hours between the field and office activities.

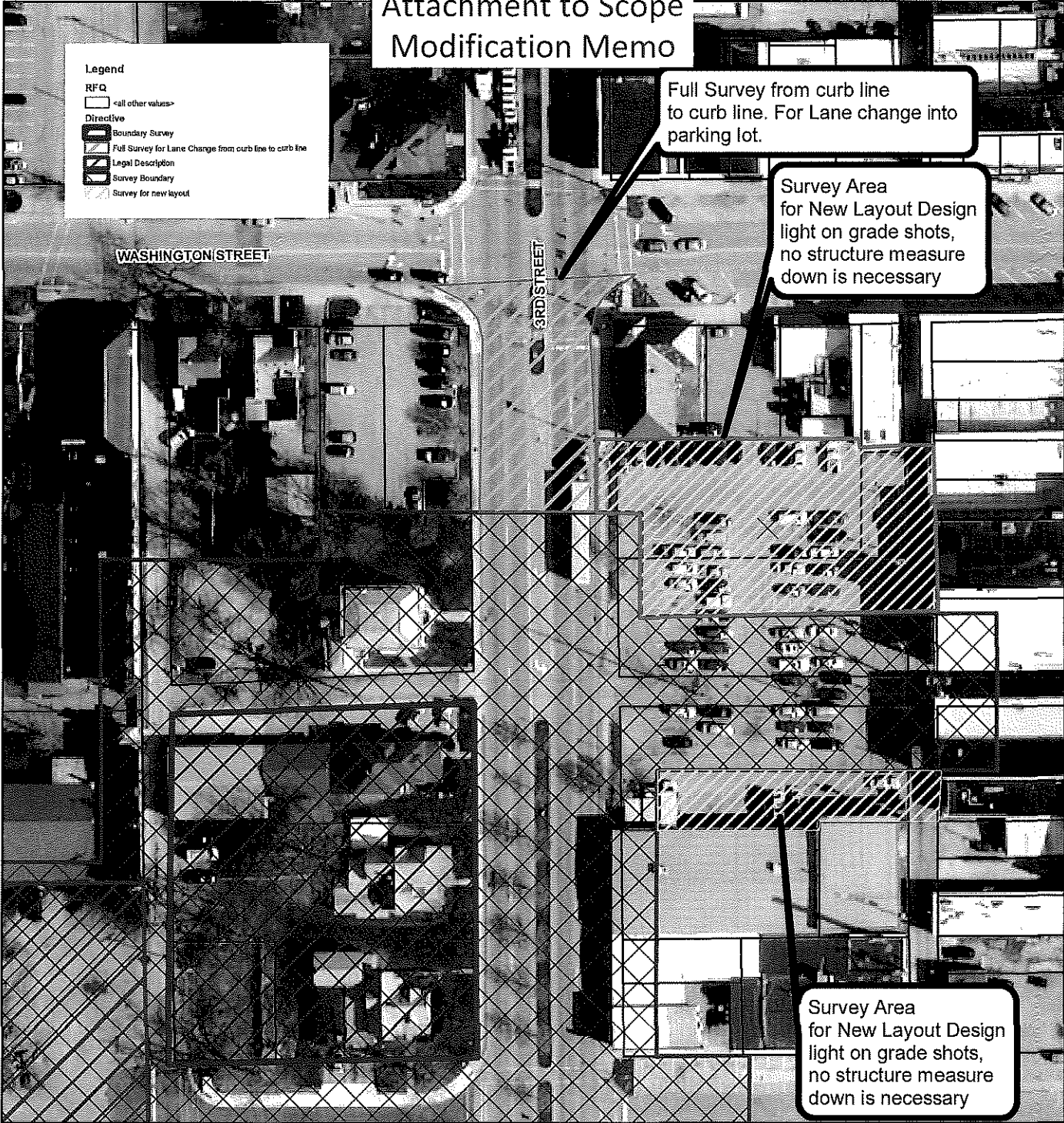
Change #1: The original lump sum estimate for this project was \$12,600. The increase to the estimated fee based on the changes in scope is approximately \$1,765. **Therefore, the new lump sum for the project is \$14,365.**

Attachment to Scope Modification Memo

Legend

RFQ
 <all other values>

Directive
 Boundary Survey
 Full Survey for Lane Change from curb line to curb line
 Legal Description
 Survey Boundary
 Survey for new layout

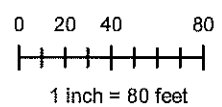


Full Survey from curb line to curb line. For Lane change into parking lot.

Survey Area for New Layout Design light on grade shots, no structure measure down is necessary

Survey Area for New Layout Design light on grade shots, no structure measure down is necessary

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Additional Request RFQ Redevelop River Race by Jefferson Street

The City of Goshen
 Department of Public Works & Safety
 Office of Engineering
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax 574-533-8626



**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., Director of Public Works

RE: **GOSHEN INDUSTRIAL PARK DRAINAGE EVALUATION
(JN: 2007-0052)**

DATE: August 4, 2017

Goshen Engineering met with representatives from DLZ, Inc. on Tuesday, July 25, 2017, to review their findings on the stormwater study they prepared for the Goshen Industrial Park. DLZ determined that the retention pond that Goshen Redevelopment excavated along Kercher Road is of adequate size to meet the needs of both the Kercher Road project and the southern portion of the Goshen Industrial Park.

To complete the drainage improvement for the southern portion of the Goshen Industrial Park, DLZ determined that a 5'x4' box structure will need to be laid between the intersection of Eisenhower Drive South and Industrial Park Drive south to the northwest corner of the new retention pond. DLZ is currently work on this design with anticipation of the have the work completed by the end of August. Actual construction of this project is anticipated to occur in 2019 or 2020.

During the meeting, DLZ commented that with the remaining Redevelopment property along Kercher Road there is a possibility to provide stormwater relief for the businesses along Eisenhower Drive North if a second pond and piping were to be constructed. To evaluate this option, Goshen Engineering has requested a quote from DLZ to expand their project scope. Goshen Engineering will return in the future to discuss a possible DLZ contract amendment with the Commission. In the interim, Goshen Engineering is scheduling a meeting with Benteler Automotive to discuss stormwater improvements at their site that would include a means for the City to access the second stormwater detention basin.

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **July 12, 2017** through **August 4, 2017** and finds that entries are allowed in the total amount of **\$249,287.00**

APPROVED on August 8, 2017.

Thomas W. Stump, President

Laura Coyne, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 7/12/17 through 8/4/17

Invoice Date	Payee	Description	Claim #	Line Number	Amount
7/21/17	American Structurepoint, Inc. (03093)	Kercher Road Land Acquisition	1544	473-560-00-431.0502	\$6,650.00
6/30/2017	DLZ Indiana, LLC (04710)	CE for new road and bridge constructio for Goshen S. L	1533	473-560-00-442.0000	\$13,658.75
6/30/2017	DLZ Indiana, LLC (04710)	Goshen Industrial Park Drainage	1532	473-560-00-442.0000	\$4,280.00
6/30/2017	DLZ Indiana, LLC (04710)	Kercher Road from Dierdorff Rd to Firethorn Drive Engi	1534	473-560-00-431.0502	\$2,023.70
6/30/2017	DLZ Indiana, LLC (04710)	Northwest Bike Trail	1537	473-560-00-431.0502	\$3,549.50
6/30/2017	DLZ Indiana, LLC (04710)	Right of Way Services-Northwest Bike Trail	1535	480-560-00-431.0502	\$38,480.00
6/30/2017	DLZ Indiana, LLC (04710)	River Race Jefferson Street Survey	1536	480-560-00-431.0502	\$9,450.00
7/2/2017	Stiver's Lawn Care (06577)	mowing May-June	1538	406-560-00-431.0502	\$4,311.66
7/11/2017	Menards - Goshen Store # 3096 (01046)	OSB to cover broken window at 613 S. Third Street	1540	406-560-00-429.0002	\$12.35
7/12/2017	Ryan D. Brubaker & Regina Brubaker	Kercher Road ROW Acquisition Parcel 13	1528	473-560-00-441.0000	\$7,275.00
7/12/2017	Rosemary Dills	Kercher Road ROW Acquisition parcel 4	1530	473-560-00-441.0000	\$2,260.00
7/12/2017	Michael and Virginia LaFary	Kercher Road ROW Acquisition parcel 10	1529	473-560-00-441.0000	\$17,940.00
7/12/2017	Alfredo Garcia Rodarte	Kercher Road ROW Acquisition parcel 20	1527	473-560-00-441.0000	\$11,565.00
7/14/2017	Lake City Bank VISA (01374)	Coffee and Cookies for Vibrant Communities Workshop	1543	406-560-00-439.0930	\$107.95
7/17/2017	The Goshen News (00115)	12 month subscription to the newspaper	1547	406-560-00-439.0301	\$203.88
7/20/2017	Rubber Stamps Unlimited, Inc.	Notary Stamp	1546	406-560-00-429.0002	\$76.90
7/25/2017	Barkes, Kolbus, Rife & Shuler-FID ACCT (05080)	Purchase of Property located at 105&107 W. Wilkinson	1531	406-560-00-499.0001	\$69,855.06
7/25/2017	Rubber Stamps Unlimited, Inc.	Notary Stamp	1546	406-560-00-429.0002	\$10.95
7/28/2017	DLZ Indiana, LLC (04710)	Northwest Bike Trail Phase II	1552	480-560-00-431.0502	\$4,028.00
7/28/2017	DLZ Indiana, LLC (04710)	Northwest Bike Trail Phase II	1551	480-560-00-442.0000	\$9,010.00
7/28/2017	NIPSCO (00014)	Gas and Electric charges for the Power House	1550	406-560-00-435.0101	\$48.56
7/28/2017	NIPSCO (00014)	Gas and Electric charges for the Power House	1550	406-560-00-435.0201	\$32.10
7/30/2017	Accelerate Indiana Municipalities	Redevelopment Assoc. of Indiana Annual Dues	1539	406-560-00-439.0301	\$125.00
7/30/2017	Elko Title Corporation (04462)	Easement Search for Hawks Bldg Minor Lot A,Lots 10,	1541	480-560-00-431.0502	\$875.00
7/31/2017	AT&T	charges for moving phone lines for S. Link Rd project 2	1549	473-560-00-442.0000	\$28,332.26
7/31/2017	Amy Worsham	Services Provided as Arts Coordinator to the City of Go	1542	230-510-00-449.2103	\$4,086.95
8/3/2017	MATTHEW D. & KAILYN M. HOOVER	Northwest Bike Trail ROW acquisition Parcel 9	1553	480-560-00-441.0001	\$4,450.00

Invoice Date	Payee	Description	Claim #	Line Number	Amount
8/4/2017	Patriot Engineering & Environmental, Inc.	Phase I update Washington Street	1555	480-560-00-431.0502	\$450.00
8/4/2017	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Kercher Road ROW Condemnation	1557	473-560-00-431.0502	\$881.51
8/4/2017	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Northwest Bike Trail ROW Condemnation	1558	473-560-00-431.0502	\$864.00
8/4/2017	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Prof.Servi.922 E Lincoln and LaCasa	1559	480-560-00-431.0502	\$202.00
8/4/2017	Stiver's Lawn Care (06577)	Mowing for July	1556	406-560-00-431.0502	\$4,191.66
Total:					\$249,287.74



August, 2017 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.

PROJECT UPDATE

We have loaned \$838,500 from the City to the Commission to utilize for the salvage yard property at 828/922 E. Lincoln Avenue. The project has been bid and a contract has been awarded to John Ward Concrete, Inc. and work on the site is underway. We have received a second extension from the USEPA due to the redesign needed to address the lead contamination and the grant expiration date is now December 31st, 2017.

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 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 fundraising feasibility study was recently completed and concluded the private fundraising goal is realistic. Capital campaign staff has been hired and the fundraising will kick-off on August 10.

The Regional Development Authority has announced a funding allocation of \$1.8 million from the Regional Cities fund.

The Community Foundation has committed \$1 million to the project, contingent on a 2:1 match from private donors.

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 US 33. Project is scheduled for a January 2018 letting date.

PROJECT UPDATE

Right-of-way acquisition is currently ongoing. All parcels need to be acquired by September otherwise the project will be delayed.

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 and subdivision process are complete and the property has been transferred to Mathews. All approvals have been granted through the City and State and we anticipate a groundbreaking this summer. Permits have been pulled for this project, however the developer has not been received any masonry bids for the project and will not break ground until bids have been received.

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 2017. To date, no new inquiries have taken place. Goshen Engineering will send a letter out to the remaining building owners letting them know the vault program is still in place.

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. The City has signed the required agreements and has paid for the improvements. The City is currently waiting for the work at Jefferson Street and College Avenue to start.

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”.

Leslie Biek, Dustin Sailor and Mayor Stutsman met with American Structurepoint on June 1, 2017, to review progress on the quite zone plan. Structurepoint's assessment was that we are still on schedule for completion of the project in 2019.

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

The Goshen Engineering Department has had two design meetings with various stakeholders and a public meeting that took place on February 22, 2017. Based upon comments provided, Leslie Biek, the City's traffic engineer, prepared a memo to the Commission for review at their March 14, 2017 meeting. The decision was to proceed with a path along the east side of Ninth Street from College Avenue to Jackson Street, then the path will extend on the west side of Ninth Street from Jackson Street to Purl Street.

Leslie Beik and Dustin Sailor meet with CHA and Lochmueller Group on Wednesday, June 28, to review billing and proposed contract amendments. The proposed cost associated with the design has ballooned and will be discussed at the Redevelopment Commission meeting on July 11.

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

A contract was awarded to John Ward Concrete, Inc. for Phase I of this overall project. Phase I includes the work south of Lincoln Avenue to construct the detention basin and associated piping that will eventually serve this whole area. Start date was the first part of March with a final completion date of June 30, 2017 but we are requesting a contract amendment this month to grant additional time due to the additional contamination and redesign of the pond.

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 Island View Drive and extend to the Winona Greenway Trail/Railroad.

PROJECT UPDATE

Rieth-Riley and their subcontractor, Indiana Earth, continue to make progress on the roadway. Surface milling and pavement is anticipated to be completed on the east side of S.R. 15 the week of July 3. The contractor continues to work on underground infrastructure on west side of S.R. 15, most recently closing public access through the corridor to allow the contractor move more freely. Because construction has fallen behind schedule, the contractor has begun to work on Saturdays.

One outstanding issue that has development is the need to reconstruct the driveway at 102 E. Kercher Road. Because the road is closer to the home and the road is elevated, the drive approach, if left unaltered, will be too steep (i.e. in excess of 8% grade). Goshen Engineering is working on driveway alternatives, but these alternatives require the complete reconstruction of the driveway.

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

Appraisal work is ongoing, as well as final design details are being addressed. The City and American Structurepoint are performing additional subsurface investigation around the cemetery to verify there are no unmarked graves within the construction limits.

Based upon the last project cost update prepared by American Structurepoint on February 2, 2017, the project is underfunded. An additional \$1,548,190 needs to be request from the Michiana Area Council of Governments MACOG and the City's funding amount would increase to \$1,796,190. The letting date is currently set for January 18, 2018.

Right-of-way acquisition is quickly becoming a problem. Several properties will need administrative review and a couple others will need to be ran through the condemnation process. Because all right-of-way needs to be completed by September for a January 2018 letting, the City needs to be push the condemnations into the legal process as quickly as possible. The ability for the project to meet the January 2018 letting is 50/50 and the odds are quickly becoming less favorable.

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

DLZ is currently working on the Stage 2 plans. A utility coordination meeting took place on March 1, 2017, and the impacted utilities had an opportunity to identify potential construction conflicts.

With potential changes to Sourwood Drive and the need for additional stormwater retention areas, it is anticipated the project's environmental document will need to be amended and an agreement amendment will be needed with DLZ in the future to update the document.

PROJECT: KERCHER ROAD RETENTION AREA

PROJECT DESCRIPTION

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

PROJECT UPDATE

All work has been completed on the first phase of this project. Goshen Engineering has migrated into the second phase and had an engineering design kickoff meeting with DLZ on March 10. A design update on this project has not been received in some time; therefore, Goshen Engineering will request a status update

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

Although this project is needed, it is currently on hold as the City waits for the First State Bank of Middlebury to secure a new landowner. Once a new landowner is secured, negotiation will take place to address the remaining stormwater drainage issues.

Because the State Road 119 TIF District has a very short term, Goshen Engineering will proceed with the water main project if a drainage agreement cannot be negotiated with a developer.

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: CREATIVE ARTS COORDINATOR – ECCVB LIVE/WORK/PLAY GRANT

PROJECT DESCRIPTION

The Redevelopment Commission received a 3-year grant from the Elkhart County Convention Visitors Bureau in June 2016. The program provides \$50,000 per year to provide capacity to move forward downtown initiatives. The funding for the first year will be utilized by Goshen Theater, Inc. to put towards their fundraising campaign. The funding for the 2nd and 3rd year will

be used to hire a Creative Arts Coordinator to help develop an arts market in downtown Goshen as well as a arts and asset database to connect and list all of the various individuals in Goshen that contribute to our arts and culture.

PROJECT UPDATE

Work is underway by the Creative Arts Coordinator. Subcommittees have been formed to move forward the two (2) identified projects and the website has launched. A presentation on progress is planned for next month to the Commission.

PROJECT: MULTI-USE PAVILION AND ICE RINK FEASIBILITY STUDY

PROJECT DESCRIPTION

The Mayor has proposed the possible construction of a multi-use pavilion that would be used in the winter months as a community ice skating facility and would host a variety of events and activities during the warmer months. The proposed location is the redevelopment property on the west side of the canal near the Hawks Building. The first step is to conduct a comprehensive feasibility study to address the following issues:

1. Site analysis
2. Programming
3. Conceptual site plan
4. Operating and capital cost

The estimated cost to complete the market study is \$35,000.

PROJECT UPDATE

The Convention and Visitors Bureau (CVB) has agreed to fund up to \$10,000 of the study costs. The balance of the study cost will be split between the Redevelopment Commission and the Civil City. The CVB received 2 proposals and has, after reviewing them, moved forward with an agreement with Hunden to conduct the study. Work has begun and it is anticipated that the feasibility study will be completed by early August.