GOSHEN REDEVELOPMENT COMMISSION

AGENDA FOR THE REGULAR MEETING OF December 12, 2017

The Goshen Redevelopment Commission will meet on December 12, 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. OLD BUSINESS
   a. Resolution 71-2017- ECT Agreement Amendment

4. NEW BUSINESS
   a. Resolution 72-2017 Award Bid and Authorize Negotiation and Execution of Agreement for Survey Work for Supreme Court
   b. Resolution 73-2017- Approve Agreement with Scott Sivan for Development of River Art

5. APPROVAL OF REGISTER OF CLAIMS

6. MONTHLY REDEVELOPMENT STAFF REPORT

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

8. ANNOUNCEMENTS
   Next Regular Meeting – January 9, 2018 at 3:00 p.m.
The Goshen Redevelopment Commission met in a regular meeting on November 14, 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.

CALL TO ORDER/ROLL CALL

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

Present: Jose Elizalda, Adam Scharf, Thomas Stump, Vince Turner and Brett Weddell

Absent: Laura Coyne

Approval of Minutes

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve the minutes of the October 10, 2017 regular meeting.

The motion was adopted unanimously.

NEW BUSINESS

a. Resolution 66-2017 Approval of the updated Southeast TIF Five Year Project Funding Plan

Mark Brinson, Community Development Director, explained the projects proposed for the next five years for the Southeast TIF and the funding required to complete those projects. (1:14)

*(Commissioner Coyne entered the meeting)*

Commissioner, Adam Scharf (5:26) had a question regarding Century Drive Reconstruction he wanted to know what the life expectancy of the road is if it is just repaved and Dustin Sailor City Engineer explained that it would be 20 years after full reconstruction but if it is just repaved it would be approximately 5 years before it would need repair.

Discussion among the Commissioners regarding the TIF Projects (17:30)

Commissioner Scharf (24:40) suggested that the Commission add the Fire Training Facility to the list of recommended projects for the Southeast TIF. No vote was necessary; the project will be added to the list that is rated for relevance for 2019-2024.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 66-2017.

The motion was adopted unanimously.
b. Resolution 67-2017-Approval of the Updated River Race TIF Five Year Project Funding Plan

Becky Hershberger Brownfields Coordinator, (1:19) updated the commission on the projects for the River Race TIF and explained the new projects for the five year plan. (documented in the power point included in packet)

Julia King (35:49) had questions regarding the pedestrian crossing at E. Lincoln and Cottage. Dustin Sailor, City Engineer explained that there were no plans right now for a pedestrian crossing at that intersection but he did explain where other pedestrian crossings were planned.

Julia King (40:35) also had questions regarding the parking for the Ice Rink and Mark Brinson Community Development Director explained that the amount of parking spaces is just conceptual at this time.

A motion was made by Commissioner Scharf (44:57) to Amend the Five Year plan and remove the funds from the Pike Street Real Estate Acquisition and use the $500,000.00 to purchase property on Lincoln Avenue “Shoot to Thrill” for the Goshen Police Department and it was seconded by Laura Coyne.

Commissioner Scharf (45:30) went on to explain his position and why he would like to amend the five year plan and there was discussion amongst the Commissioners before the vote.

Ayes: Coyne, Scharf (1:12:53)

Nays: Stump, Turner, and Weddell

The motion was defeated by a vote of 2 in favor and 3 against

The acquisition of the Shoot to Thrill property will be added to the list of projects to be rated for the 2019-2024 five year plan.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 67-2017 as submitted.

Ayes: Coyne, Stump, Turner, and Weddell (1:13:51)

Nays: Scharf

The motion was adopted by a vote of 4 in favor and 1 against.

c. Resolution -68-2017 Approve Change Order No.2 with Walsh and Kelly, Inc. for the Intersection of Dierdorff Road and Ardmore Court.

Dustin Sailor, City Engineer, explained that this change order is necessary to balance out the fund. It decreases the contract by $5,592.26 due to the fact that the project is complete

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 68-2017.
The motion was adopted 4 to Present-Scharf (1:15:06)

d. Resolution 69-2017 Approve Change Order No. 3 with HRP for Waterford Commons Business Park Tract 2

Dustin Sailor, City Engineer, this also a completion of the Waterford Commons Business Park this reduces the contract price by $70,821.87.

(1:15:50) Commissioner Scharf had a question regarding the movement of these funds and reallocate them to cover the cost of the intersection at Diedorff. The City agreed to cover the cost up to $200,000.00 and the agreement was that any monies that were left over from HRP’s investment would be used first before the $200,000.00 was used.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 69-2017.

The motion was adopted 4-1-Scharf (opposed 1:17:40).

e. Resolution 70-2017 Approve Change Order No. 10 with INDOT for Waterford Mills Parkway

Leslie Biek, City Engineering, explained that this change order is necessary due to an incorrect line item number for the signs on Waterford Mills Parkway. This is a zero dollar amount change order.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 70-2017.

The motion was adopted unanimously.

f. Discussion-Proposed TIF District – Dierdorff Economic Development Area (1:18:55)

Mark Brinson, Community Development Director, introduced the idea of a new TIF area called the Dierdorff TIF (map attached highlighted in yellow) The projects (also highlighted on the map) anticipated in this new TIF area could generate 20 million dollars in new assessed value. There are also other projects including extending the water and sewer out County Road 36. This new TIF would also include any new projects along the US 33 Corridor. None of these projects are included on the current capital plan. Staff wanted to present the possibility of this new TIF and more details are to come after the first of the year.


g. Discussion of Meeting dates for 2018 (1:36:47)

The Commissioners agreed to continue the Redevelopment Commission Regular Meetings on the second Tuesday of each month at 3:00 p.m. for 2018. Official dates for each month will be submitted at the December meeting.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to amend the Register of Claims and add $875.00, $14,360.00, and $2,500.00 for a total amended amount of $752,652.51

The motion was adopted unanimously.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve the Register of Claims as amended.

MONTHLY REDEVELOPMENT STAFF REPORT

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

OPEN FORUM

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

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for December 12, 2017 at 3:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to adjourn the regular meeting of November 14, 2017

The motion was adopted unanimously.

The regular meeting was adjourned at 4:45 p.m.

APPROVED on December 12, 2017.
GOSHEN REDEVELOPMENT COMMISSION

__________________________
Thomas W. Stump, President

__________________________
Laura Coyne, Secretary
RESOLUTION 71-2017

Agreement Amendment #2 with Environmental Consulting Technology, Inc., (ECT) for the USEPA Brownfield Revolving Loan Fund Grant Assistance

WHEREAS the Redevelopment Commission approved an Amendment to the Agreement with ECT for the remediation activities on January 17, 2017.

WHEREAS it is necessary to increase the budget by Sixteen Thousand Dollars ($16,000.00) to cover the cost of the unanticipated remediation.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves Amendment #2 with Environmental Consulting Technology, Inc. in the amount of Sixteen Thousand Dollars ($16,000.00) for a total agreement amount of One Hundred Eighty Thousand Dollars ($180,000.00)

PASSED and ADOPTED on December 12, 2017.

GOSHEN REDEVELOPMENT COMMISSION

________________________________________
Thomas W. Stump, President

________________________________________
Laura Coyne, Secretary
Memorandum

To: Redevelopment Commission
From: Becky Hershberger
Date: December 12, 2017
RE: Request to Authorize Execution of an Agreement Amendment #2 with Environmental Consulting & Technology, Inc. (ECT) for Brownfield Revolving Loan Fund Grant Assistance

In 2012, the Commission executed an agreement with Environmental Consulting & Technology, Inc. (ECT) for Brownfield Revolving Loan Fund (RLF) Grant Assistance. At that time, the intention was to loan the RLF funds to other entities for remediation activities and the City’s role would be to provide grant oversight. In 2014, the decision was made for the City to loan the funds to the Commission instead for use at the former salvage yard at 828 E. Lincoln Avenue to complete remediation activities and an Agreement Amendment was completed in January 2017 to allow for ECT’s oversight of the project on the city’s behalf.

Due to the unanticipated contamination discovered last spring and the modification of the work plan for additional excavation and installation of a clay lining, IDEM required additional verification sampling and analysis for the materials as the project progressed. The sampling budget in the January Agreement Amendment was insufficient to complete all necessary sampling and analysis. As the project is now nearly complete and the Remediation Completion Report is underway for submission before the end of the year, we are requesting an Agreement Amendment #2 to increase the budget by $16,000 to cover the cost of the additional oversight and sampling that was required.

The addition of this funding brings the total agreement amount to $180,000. The grant provides $161,500 for consulting which leaves a balance of $18,500 to be funded by Redevelopment. The completion deadline is December 31, 2017 and we are requesting the Commission’s authorization of this Agreement Amendment #2.
AGREEMENT AMENDMENT #2

Brownfield Revolving Loan Fund Grant Assistance

THIS AGREEMENT AMENDMENT #2 is entered into on this ____ day of December, 2017, between Environmental Consulting & Technology, 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 June 7, 2012, for the “Brownfield Revolving Loan Fund Grant Assistance Project” for an amount not to exceed Eighty-Six Thousand Five Hundred Dollars ($86,500.00).

WHEREAS, the City entered into an Agreement Amendment with Consultant dated February 1, 2017, for the “Brownfield Revolving Loan Fund Grant Assistance Project” for an amount not to exceed Seventy-Seven Thousand Five Hundred Dollars ($77,500.00) for a total contract price of One Hundred Sixty-Four Thousand Dollars ($164,000.00).

WHEREAS, the City has loaned to the Commission funding from the RLF to complete the remediation activities at the former yard property at 828 E. Lincoln Avenue and additional verification sampling and analysis of the detention basin excavation has been required by the Indiana Department of Environmental Management (IDEM) as a result of unanticipated contaminant levels in the footprint of the basin and the need to enlarge the size.

WHEREAS, the City desires to contract with Consultant and Consultant agrees to complete the additional verification sampling and analysis to allow for successful environmental closure for the site.

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the original Agreement dated June 7, 2012 and Agreement Amendment dated February 1, 2017, for the “Brownfield Revolving Loan Fund Grant Assistance Project”, the parties agree as follows:

ADDITIONAL SCOPE OF SERVICES

The Scope of Services shall be amended to include additional verification sampling and analysis for the soils excavated for the enlarged detention basin due to the unexpected contamination discovered and associated clay capping for the basin.

ADDITIONAL COMPENSATION

The City agrees to compensate the Consultant for the above additional services based on the Consultant’s original time and materials pricing and as detailed below. The additional cost for all services performed in this Agreement Amendment shall not exceed Sixteen Thousand Dollars ($16,000.00) for a total contract price of One Hundred Eighty Thousand Dollars ($180,000.00).

SCHEDULE

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

All other terms and conditions of the June 7, 2012 Agreement and February 1, 2017 Agreement Amendment shall remain the same.
IN WITNESS WHEREOF, the parties have executed this Agreement Amendment #2, in duplicate on the _____ day of December, 2017.

City of Goshen
Redevelopment Commission

____________________________________
Mark Brinson,
Director of Community Development

Environmental Consulting & Technology, Inc.

____________________________________
Marc Florian,
Vice President
RESOLUTION 72-2017

Award Bid and Authorize Negotiation and Execution of Agreement for Survey Work for Supreme Court

WHEREAS sealed bids were solicited for the reconstruction of the

WHEREAS the bids for the Project were opened publicly and read aloud by the Goshen Board of Public Works and Safety; and

WHEREAS the Engineering Department has reviewed the bids submitted and recommend that the bid for the Project be awarded to ______________ as the lowest responsible and responsive bidder.

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

1. The bid for the Project is awarded to ______________ as the lowest responsible and responsive bidder.

2. Community Development Director Mark Brinson is authorized to negotiate and execute a construction agreement on behalf of the City of Goshen and Goshen Redevelopment Commission with ______________ for the Project that is consistent with their bid.

3. The execution of the construction agreement shall be presented to the Redevelopment Commission for ratification.

PASSED and ADOPTED on December 12, 2017.

________________________________________
Thomas W. Stump, President

________________________________________
Laura Coyne, Secretary
RESOLUTION 73-2017

Approve and Authorize Execution of Agreement with Scott Sivan-River Art, LLC for the Lease and Development of Real Estate

BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement with Scott Sivan-River Art, LLC 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 with Scott Sivan-River Art, LLC, on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on December 12, 2017.

________________________________________
Thomas W. Stump, President

________________________________________
Laura Coyne, Secretary
AGREEMENT FOR THE LEASE AND DEVELOPMENT OF REAL ESTATE

THIS AGREEMENT is made and entered into this _____ day of January, 2018 by and between the City of Goshen a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (Redevelopment) and River Art, LLC (River Art).

WHEREAS, River Art has expressed interest in constructing approximately Fifty-four (54) market rate apartments in one “U” shaped building with parking below and a court yard in the middle of the “U”.

WHEREAS, Redevelopment staff and River Art entered into negotiations for River Art to develop and purchase the Third Street Project Real Estate. The conceptual development plans and site plans are attached to this agreement as Exhibit A and Exhibit B.

WHEREAS, River Art will also develop the north side of the Hawk’s Building which is now owned by LaCasa of Goshen, Inc.

WHEREAS, LaCasa and Redevelopment have agreed to convey the Hawks Building Minor Subdivision Lot A (Hawks Building Lot A) to River Art if Redevelopment agrees to release LaCasa from all loan and contractual obligations related to Hawks Building Lot A.

THIRD STREET PROJECT REAL ESTATE

In consideration of the terms covenants and conditions to be kept and performed by the respective parties, Redevelopment agrees to initially lease to River Art and then sell to River Art and River Art agrees to lease and then purchase from Redevelopment the following real estate located in Elkhart Township, Elkhart County, Indiana.

Legal Descriptions:

213 S. Third Street:
Lot Number Ten (10) Barnes’ First South Addition to the City of Goshen, Elkhart County, Indiana; as recorded in Deed Record 15 page 273.

219 S. Third Street
Lot Number Eleven (11) in the FIRST ADDITION (sometimes known as BARN’S FIRST SOUTH ADDITION) to the City of Goshen.
223 S Third Street
Lot Number Thirty (30) in Barnes First South Addition to the Town, now City, of Goshen, Indiana, except forty-eight (48) feet off the West end of said Lot; said Plat being recorded in Deed Record 15 page 273 in the Office of the Recorder of Elkhart County, Indiana.

W. Jefferson Street
The West Forty-Eight (48) feet of Lot Number Thirty (30) as the said Lot is known and designated on the recorded Plat of Barn’s South Addition to the Town, now City, of Goshen, Indiana; said Plat being recorded in Deed Record 15, page 273 in the Office of the Recorder of Elkhart County, Indiana.

The four parcels of real estate described will be hereinafter referred to aggregately as the Third Street Project Real Estate. A map attached to this Agreement as Exhibit C depicts the Third Street Project Real Estate. Redevelopment agrees to prepare a final plat for the Third Street Project Real Estate shown in Exhibit C once all rights of way and easements have been finalized. River Art will be provided an opportunity to review and approve the final plat before River Art is required to proceed with the lease and real estate acquisition.

**HAWKS BUILDING LOT A**

The real estate to be transferred by LaCasa of Goshen, Inc. to River Art is more particularly described as follows:

Hawks Building Minor Subdivision, an addition in the City of Goshen, Elkhart County, Indiana, as per the Plat recorded February 20, 2014 in Plat Book 34, page 100 as instrument number 2014-0387 in the Office of the Recorder of Elkhart County, Indiana known as parcel number 20-11-451-004.000-015.

Hereinafter referred to as Hawks Building A

River Art agrees to renovate the portion of the Hawks Building located on Lot A within thirty-six (36) months of the execution of this agreement and further agrees to invest a minimum of Two Million Dollars ($2,000,000) into Hawks Building renovation. The Hawks Building renovation shall comply with the requirements of Ordinance 4659 as modified by Ordinance 4793, 4797 and 4843. These ordinances are attached to this agreement as Exhibits G, H, I and J.

Prior to proceeding with the renovation, River Art agrees to provide Redevelopment with the final development plans for review and comment. River Art agrees to renovate the exterior portions of Hawks Building located on Lot A in a manner that is consistent with the Hawks Building on Lot B. This requirement would not prohibit larger window openings on the east and west sides of the building nor would it prohibit additional openings at ground level if River Art deems such changes necessary, provided such modifications maintain the quality and character
of the original building while adding modern sensibility. In addition, River Art may construct an addition to Hawks Building A if such addition does not negatively impact the existing easements and rights of way and the addition maintains the quality and character of the existing building.

**THIRD STREET REAL ESTATE LEASE TERM AND PAYMENT**

Commencing on January 1, 2018 and continuing for a period of sixty (60) months ending on December 31, 2022 (lease period), River Art agrees to lease the Third Street Project Real Estate from Redevelopment by paying Redevelopment one hundred dollars ($100.00) on the first day of each month during the lease period.

River Art’s obligation to lease and purchase the Third Street Project Real Estate is contingent upon Redevelopment and LaCasa entering into an agreement by the terms of which LaCasa conveys Hawks Building Lot A to River Art. If LaCasa and Redevelopment have not entered into an agreement by December 31, 2017 that provides that LaCasa will transfer Hawks Building Lot A to River Art on or before March 1, 2018, River Art may elect to terminate this agreement by providing written notice of termination to Redevelopment by January 31, 2018.

**PURCHASE OF THIRD STREET REAL ESTATE**

River Art agrees to pay Redevelopment a total of Two Hundred Fifty-four Thousand Dollars ($254,000.00) for the Third Street Real Estate. Redevelopment agrees to transfer title to the Third Street Project Real Estate to River Art upon River Art’s request once the following conditions have been met:

1. River Art agrees to invest a minimum of Five Million Dollars ($5,000,000.00) into a four (4) story building on the Third Street Project Real Estate. River Art agrees to grant Redevelopment a Five Hundred Thousand Dollar ($500,000.00) mortgage on the Third Street Project Real Estate which Redevelopment will hold until Five Million Dollars ($5,000,000.00) has been invested in the Third Street Real Estate. Redevelopment, however, agrees to subordinate the Five Hundred Thousand Dollar ($500,000.00) mortgage to the financial institution providing the funding for the Third Street Project Real Estate project.

2. The mortgage to Redevelopment in the amount of Five Hundred Thousand Dollars ($500,000.00) to ensure that River Art invests at least Five Million Dollars ($5,000,000.00) into the Third Street Project Real Estate as provided in paragraph 1 will bear no interest and will be released by Redevelopment once River Art can demonstrate that River Art has invested Five Million Dollars ($5,000,000.00) into the Third Street Project Real Estate.
The purchase price will be secured by River Art executing an additional mortgage on the Third Street Real Estate in favor of Redevelopment in the amount of Two Hundred Fifty-four Thousand Dollars ($254,000.00). The unpaid purchase price shall accrue interest at the rate of one percent (1%) per annum. Interest will be paid by River Art each year on the anniversary date of the execution of this agreement. No principal payment will be due until December 31, 2022, at which time the entire Two Hundred Fifty-four Thousand Dollars ($254,000.00) shall be paid in full together with any accrued unpaid interest.

River Art agrees to invest Five Million Dollars ($5,000,000.00) into construction of apartments on the Third Street Real Estate within two (2) years of the commencement of the River Art Project or forty-two (42) months of the execution of this agreement, whichever is later.

Redevelopment agrees to loan River Art, LLC the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) to be used for the development of the Third Street Project Real Estate and/or Hawks Building A. One Hundred Fifty Thousand Dollars ($150,000.00) of the loan will be transferred to River Art, LLC from LaCasa, Inc. The loan, both the One Hundred Thousand Dollars ($100,000.00) from Redevelopment and the One Hundred Fifty Thousand Dollars ($150,000.00) from LaCasa, will be considered paid in full upon payment of the purchase price to Redevelopment as provided in paragraph 3 above by River Art investing Five Million Dollars ($5,000,000.00) into the Third Street Real Estate, River Art investing Two Million Dollars ($2,000,000.00) in the Hawks Building A, and River Art developing the Hawks Park as required by this agreement.

River Art agrees to design and install the hardscape, special landscape elements, if any, lighting, and fencing, as appropriate for the Hawks Park. Redevelopment will supply trees and plants as appropriate. River Art agrees to construct the Hawks Park, which will be a public park on the real estate located on real estate west of the Third Street Project Real Estate and west of River Race Drive as shown on the map attached as Exhibit E. The construction will be in accordance with River Arts plans with approval from Redevelopment, Goshen City Planning and Goshen City Park Board. The location of the proposed public park is shown in Exhibit C attached to this agreement, hereinafter referred to as Hawks Park Real Estate.

If River Art has met the above requirements and does not request transfer of the title prior to the end of the lease period, Redevelopment will transfer title at the end of the lease period.
REDEVELOPMENT / CITY OBLIGATIONS

Redevelopment agrees to provide the funding and agrees to construct each of the following:

Street Construction

1) River Race Drive
   Redevelopment agrees to widen River Race Dr. from Jefferson Street to the first east/west alley north of Jefferson Street at Redevelopment’s expense. The widening will be the same width, quality and style as the current River Race Drive south of Jefferson Street. The widening will be completed by September 30, 2018.

2) East/West Alley
   Redevelopment agrees to convert the first east/west alley north of Jefferson Street into a public street from River Race Drive to Third Street at Redevelopment’s expense. The conversion will make the east/west alley the same quality and style as River Race Drive which is south of Jefferson Street. The converted alley will be at least twelve feet (12’) wide. This conversion will be completed by September 30, 2018.

3) Left turn from Third Street
   Redevelopment agrees to construct a left turn on Third Street at Redevelopment’s expense. The left turn lane will be installed to permit left turns from Third Street into the first east/west alley north of Jefferson Street. Left turns from the alley onto Third Street will be prohibited even once the alley is converted to a public street.

Sidewalks

Redevelopment agrees to provide five foot (5’) public sidewalks along the east side of River Race Drive, the south side of the first east/west alley north of Jefferson Street and on the west side of Third Street at Redevelopment’s expense. Any new sidewalk required will be installed within ninety (90) days of the completion of the exterior of the apartment project structure.

Zoning

1) Redevelopment agrees to support any zoning change or variance identified in Exhibit D.

2) If any additional variances are needed to accommodate the development other than these variances listed on Exhibit D, Redevelopment agrees to consider and support such variances unless a variance requested is inconsistent with other development in the area.
3) After the real estate has been transferred to River Art, River Art may request other zoning changes or variances in the same manner as any other owner of real estate in the City of Goshen. If the real estate has not yet been transferred to River Art, Redevelopment agrees to execute any paperwork necessary for such proposed zoning changes or variances to be considered.

4) If any zoning change or variance listed in Exhibit D is requested by River Art and is denied by the City Plan Commission or City Board of Zoning Appeals, River Art may elect to terminate this agreement without further obligation within sixty (60) days of the denial. The notice to terminate must be in writing and delivered in the manner that notices are required to be delivered under the terms of this agreement.

**Title Search/Title Commitment**

Redevelopment agrees to conduct at Redevelopment expenses a title search within thirty (30) days of the execution of this agreement. Redevelopment will provide River Art with a copy of the title search. In the event that title search discloses defects in Redevelopment’s title that would prevent Redevelopment from conveying a merchantable title to River Art, the parties will not proceed until such defects are resolved. If the title defects are not removed within sixty (60) days River Art may elect to terminate this agreement without any further obligation.

**Public Utilities**

**Water Utilities**

City utilities agree to permit River Art to connect to the public water main within three hundred feet (300) of the Third Street Project Real Estate upon payment of the water utilities standard connection fees. Redevelopment warrants that this connection to the public water main will provide sufficient water quality and water pressure for River Art’s proposed development; however, River Art may need to install a booster pump at River Art’s expense to obtain desired water pressure. River Art is obligated to connect to the existing water main at River Art’s expense.

**Sewer Utilities**

City utilities agree to permit River Art to connect to the public sewer main within three hundred feet (300) of the Third Street Project Real Estate upon payment of the sewer utilities standard connection fees. Redevelopment warrants that this connection to the public sewer will provide sufficient sewer capacity for River Art’s proposed development. River Art is obligated to connect to a public sewer main at River Art’s expense before any portion of the structure is occupied.
Electric Utility Lines

Redevelopment agrees to bury or otherwise relocate the utility lines located along River Race Drive from the north face of the Hawks Building to the north side of the east/west alley at Redevelopment’s expense.

Stormwater

River Art agrees to retain all stormwater on the Third Street Project Real Estate in a manner consistent with rules and regulations of the State of Indiana and the City of Goshen.

INSURANCE

River Art or its general contractor shall purchase and maintain throughout the duration of this Agreement, Comprehensive General Liability Insurance for the work being performed. The City of Goshen shall be named as an additional insured for the following minimum amounts.

<table>
<thead>
<tr>
<th>Worker’s compensation State</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Employer’s Liability</td>
<td></td>
</tr>
<tr>
<td>$500,000</td>
<td>Each Accident</td>
</tr>
<tr>
<td>$500,000</td>
<td>Disease Each employee</td>
</tr>
<tr>
<td>$500,000</td>
<td>Disease Policy Limit</td>
</tr>
</tbody>
</table>

2) Comprehensive General Liability

   a. Bodily Injury
      $1,000,000  Each occurrence  
      $2,000,000  Annual aggregate, products and completed

   b. Property Damage
      $1,000,000  Each occurrence  
      $2,000,000  Annual aggregate

3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverage’s where applicable.

   a. Personal Injury
      $1,000,000  Annual aggregate
b. The Contractor shall carry an Umbrella Policy in the amount of

$5,000,000  Each occurrence (Minimum Umbrella)
$5,000,000  Annual Aggregate

4) Comprehensive Automobile Liability

a. Bodily Injury and Personal Property
$1,000,000  Combined Single Limit

5) Contractual Liability Insurance

a. Bodily Injury
$1,000,000  Each occurrence
$2,000,000  Annual Aggregate, products and completed operations.

b. Property Damage
$1,000,000  Each occurrence
$2,000,000  Annual aggregate

The required insurance shall be maintained by River Art for at least two (2) years after substantial completion.

**RISK OF LOSS**

River Art shall assume all risk of loss to furniture, equipment, machinery, goods, supplies, and structures on the Third Street Project Real Estate, commencing on the date this agreement is executed.

**INDEMNIFICATION**

River Art 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 any property as a result of any accident or occurrence resulting from River Art’s negligent construction or use of the Third Street Project Real Estate.

**UTILITIES**

All utilities including, but not limited to electric, gas, water, sewer, and trash removal that are provided to Third Street Project Real Estate shall be in the name of River Art and at the sole expense of River Art.
MAINTENANCE OF LEASED REAL ESTATE

River Art shall at its own cost and expense maintain the Third Street Project Real Estate and the Hawks Building Lot A in good condition and repair. Redevelopment assumes no responsibility for the maintenance of any structure on the Third Street Project Real Estate or the Hawks Building Lot A except for maintenance of the Hawks Park once constructed. City will maintain at its expense any public infrastructure located on or adjacent to the Third Street Project Real Estate or the Hawks Building Lot A.

MECHANICS LIENS

No person or entity shall be entitled to any lien upon the Third Street Project Real Estate or the Third Street Project Real Estate improvements by reason of any work, labor, services, material or equipment performed, furnished or leased to River Art or on account of any act or failure to act on the part of River Art. If any lien is filed, River Art shall cause such lien to be released within two hundred seventy (270) days of River Art’s notice of its existence.

ENVIRONMENTAL DISCLOSURES

There exists an environmental restrictive covenant that applies to the Hawks Building Lot A. A copy of the environmental restrictive covenant is recorded in the Elkhart County Recorder’s Office and includes a Comfort letter dated March 26, 2014 issued by the Indiana Department of Environmental Management (IDEM) to LaCasa of Goshen, Inc.

In addition, a former dry cleaning operator released chlorinated volatile organic compounds (cVOCs) as a result of a fire in the late 1980’s. The dry cleaning operation was located at 117 W Jefferson Street in Goshen, Indiana. The cVOCs may have impacted the groundwater in the area of the Third Street Project Real Estate and the Hawks Building Lot A. In May 2014, a remediation work plan was submitted to IDEM. IDEM approved the plan in November 2015. Semi-annual reports of the remediation are submitted by Patriot Engineering and Environmental IDEM. The most recent report is dated August 23, 2017.

WARRANTIES

Redevelopment makes no warranty, expressed or implied that the Third Street Project Real Estate or the Hawks Building Lot A is fit for any particular purpose. River Art acknowledges that he has made his own inspection of the Third Street Project Real Estate and the Hawks Building Lot A. River Art relies solely upon River Art’s own observations in deciding to lease, develop and purchase the Third Street Project Real Estate and the Hawks Building Lot A. City agrees to provide information and materials within its control to assist River Art in its evaluation of the sites.
TAXES

1) Redevelopment agrees to pay all real estate taxes assessed on the Third Street Project Real Estate for the current year and each subsequent year until the title to the Third Street Project Real Estate is transferred to River Art. River Art will be responsible for all real estate taxes assessed against the Third Street Project Real Estate after the date the title is transferred to River Art except as provided under the section entitled Tax Abatement.

2) Stormwater fees assessed to the Third Street Project Real Estate before the real estate is transferred to River Art will be paid by Redevelopment. River Art will pay stormwater fees assessed after the real estate is transferred except the stormwater fees will be prorated as of the date of the closing to transfer title to River Art.

DEMOLITION OF STRUCTURES ON THIRD STREET PROJECT REAL ESTATE

Redevelopment shall at Redevelopment’s expense demolish all buildings on the Third Street Project Real Estate including the required removal of any asbestos within One Hundred Twenty days (120) of the execution of this agreement.

DEVELOPMENT STANDARDS

1) River Art agrees to submit a detailed plan for the development of the Project Real Estate to the Redevelopment Commission by July 31, 2019 for review and approval. The detailed plan for development of the Third Street Project Real Estate must be generally consistent with the conceptual plan Attached as Exhibit A.

2) River Art covenants, warrants, and represents that River Art will undertake the development of the Third Street Project Real Estate and the Hawks Building Lot A Project in accordance with the plans submitted to Redevelopment for review.

3) River Art will develop the Third Street Project Real Estate and Hawks Building Lot A Project in accordance with Federal, State and City building codes, subdivision, zoning, environmental and other laws and regulations.

4) This agreement shall not be construed to limit River Art’s right to petition for and obtain such variances as River Art deems necessary.

5) River Art agrees to submit all development plans for the Third Street Project Real Estate and Hawks Building Lot A Project for review through the City’s administrative site plan review process, technical review, and all required PUD applications.
6) River Art at its expense will prepare a plat of the Third Street Project Real Estate prior to commencing construction of the project. The plat shall include any required easements or right of way for utilities, roads, alleys, sidewalks, or other similar purposes. Redevelopment will review the plat and if consistent with the terms of this agreement submit the plat to obtain the required City approvals and then record the plat.

7) River Art shall have the right to enter the Third Street Project Real Estate to conduct whatever investigations it deems appropriate prior to the execution of this agreement as long as River Art notifies Redevelopment of the entry prior to the investigation. Any investigation will be at River Art’s expense. River Art agrees to return the Project Real Estate to its prior condition after the investigation is complete.

SURVEY

Redevelopment has provided River Art with a topographical survey of the Third Street Project Real Estate at Redevelopment’s expense. River Art shall provide Redevelopment with a staked survey based on the final plat at River Art’s expense.

CONSTRUCTION

1) River Art will conduct its construction in a safe manner. River Art will keep all adjacent streets and alleys open except when given specific permission to close any street or alley by Goshen Board of Public Works and Safety. The construction shall not interfere with the use of any adjacent real estate unless such interference is specifically permitted by such adjacent real estate owner in writing. River Art agrees to minimize the disruptions to the neighborhood in any practical way including appropriately parking construction vehicles, and appropriately storing construction materials.

2) Redevelopment and River Art acknowledge Redevelopment’s obligations to improve River Race Drive and widen the alley on the north side of the Third Street Project Real Estate may occur at the same time that River Art is constructing its project. Redevelopment and River Art agree to work together to reduce the conflicts between Redevelopment’s contractors and River Art’s contractors as much as possible.

3) River Art and Redevelopment shall cooperate with each other and with each separate contractor to coordinate their respective construction schedules. River Art and Redevelopment shall afford all contractors reasonable opportunity for the storage of materials and equipment that are needed for performance of their work. River Art and
Redevelopment shall coordinate their work with such other work as required by the Contract Documents.

**ON SITE PARKING**

River Art, LLC agrees to provide onsite parking necessary to meet the City Goshen zoning ordinance. The zoning ordinance requires one parking space for each efficiency unit one and one half parking spaces for one or two bedroom units and two parking spaces for units containing three or more bedrooms.

**OFF SITE PARKING**

Redevelopment agrees to construct public parking at Redevelopment expense in the area shown as Exhibit F. The public parking will accommodate approximately thirty (30) public spaces and will include landscaping and trees that meet or exceed the zoning ordinance landscape requirements.

Redevelopment acknowledges that the area upon which Redevelopment agrees to construct public parking will first be used by River Art as mobilization/staging for its contractor(s) projects. Redevelopment agrees to bid the public parking as soon as Redevelopment and River Art can agree upon when the area will no longer be needed for mobilization/staging. The parking lot completion date will be within 180 days of the award of a contract. The proposed public parking plan will be submitted to River Art for comment.

**PUBLIC PARK MAINTENANCE**

River Art agrees to donate the completed Hawks Park to the City of Goshen. Once the public park, as described in this agreement, is constructed, and the constructed park has been donated to the City, the City of Goshen will maintain the public park at City’s expense.

The proposed design of the public park will be provided to Redevelopment for comment and approval prior to beginning construction of the park. The design shall incorporate pedestrian scale lighting and shall be designed to limit maintenance. Redevelopment will provide materials such as crushed limestone and trees that are available from Redevelopment’s existing inventories.
NOTICES

Any notice required by this agreement to be made or given to the parties shall be enclosed in an envelope with sufficient postage to ensure delivery and be deposited in the United States mail addressed to:

City of Goshen
   Attn: Legal Department
   204 East Jefferson Street, Suite 2
   Goshen, IN 46528

River Art, LLC
   117 W Grove St., Suite 103
   Mishawaka, IN 46545

WAIVER OF BREACH

The waiver by either party of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

MODIFICATION

No change or modification of any term of this Agreement shall be valid unless it is in writing and signed by both Redevelopment and River Art.

APPLICABLE LAWS AND VENUE

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 initiated and heard in Elkhart, County, Indiana.

COSTS AND ATTORNEY FEES

In the event legal proceeding are instituted, to enforce the terms of this agreement the defaulting party shall pay to the non-defaulting party all costs and expenses of the legal proceedings, including reasonable attorney fees if default is proven.

BINDING EFFECT

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

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

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Redevelopment and River Art.

IN WITNESS WHEREOF, the parties have set their hands to this agreement this ______ day of January, 2018

CITY OF GOSHEN

______________________________________
Thomas W. Stump, President
Goshen Redevelopment Commission

______________________________________
Laura Coyne, Secretary
Goshen Redevelopment Commission

RIVER ART

______________________________________
Scott Sivan, President
River Art, LLC

______________________________________
Exhibit A
Conceptual Development Plans

River ART
54 High Quality Apartments in Goshen, IN
Exhibit A (cont.)

Conceptual Development Plans

Project View
South East View
Exhibit A (cont.)

Conceptual Development Plans
Exhibit A (cont.)

Conceptual Development Plans
Exhibit A (cont.)

Conceptual Development Plans
Exhibit A (cont.)

Conceptual Development Plans
Exhibit A (cont.)

Conceptual Development Plans
Exhibit A (cont.)

Conceptual Development Plans
Exhibit B

Site Plans
Exhibit B (cont.)

Site Plans
Exhibit C

Third Street Project Real Estate
Exhibit D

Variance or Zoning Changes
Exhibit E

Park Real Estate
Exhibit F

Public Parking
Exhibit F (cont.)

Public Parking
Ordinance No. 4659

An Ordinance to Amend Ordinance No. 3011, Known as the Zoning and Use Regulations Ordinance for the City of Goshen, Indiana, by Rezoning the Area of Real Estate Hereinafter Described from Industrial M-1 to Commercial B-2 with a Planned Unit Development (PUD) Overlay District to be known as the Hawks Building PUD.

WHEREAS LaCas of Goshen, Inc., and the Goshen Redevelopment Commission submitted an application on the 18th day of August 2011 to rezone the real estate hereinafter described from Industrial M-1 to Commercial B-2 with a Planned Unit Development (PUD) Overlay District and the Goshen City Plan Commission did after proper legal notice conduct a hearing on said Petition as provided by the Law on the 20th day of September 2011, and recommended the adoption of this Ordinance by a vote of 6-1:

NOW, THEREFORE be it ordained by the Common Council of the City of Goshen, Indiana, that:

Property generally located on the east side of the Millrace Canal, at the west end of West Jefferson Street, with a common address of 214 West Jefferson Street, and more particularly described as follows:

A part of the Southeast Quarter of Section 9, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Goshen, Indiana, and more particularly described as follows:

Commencing at the intersection of the centerline of Jefferson Street and a line between the southwest corner of Lot #30 and the northwest corner of Lot #31 in Barnes South Addition to the Town, now City, of Goshen; thence on an assumed bearing of Due West along said centerline of Jefferson Street, a distance of 16.50 feet to a set p.k. nail on the west line of an existing 16.5 feet wide alley, said p.k. nail also being the point of beginning of this description; thence South 00 degrees 25 minutes 00 seconds East along the west line of aforesaid alley, a distance of 457.66 feet to a rebar; thence South 89 degrees 44 minutes 36 seconds West along the north right-of-way of Madison Street a distance of 134.0 feet more or less to the east bank of the Hydraulic Canal; thence in a northerly direction along said east bank to a point; thence on a bearing of Due East, a distance of 107.0 feet more or less to an iron pipe on the west line of a 16.5 feet wide alley adjacent to the west side of Lots #11 and #13 in said South Addition; thence South 00 degrees 25 minutes 00 seconds East along said west line, a distance of 140.25 feet to the point of beginning of this description, containing 1.6 acres more or less and subject to all easements, restrictions, and public right-of-ways of record.

All of the above shall be rezone from Industrial M-1 to Commercial B-2 with a Planned Unit Development (PUD) Overlay District and the zone maps designated and referred to in Ordinance No. 3011 shall hereby be amended and ordered amended to reflect such classification and rezone of said real estate.

With approval, the following conditions shall be a part of the Planned Unit Development requirements:

1. The Hawks Building PUD is established to permit residential uses in combination with work activities (live-work units), and residential uses on the same floor as specific commercial activities, to meet an identified need for buildings that combine living space with work space, and to assist in revitalizing areas impacted by the presence of under-utilized buildings.

2. The approved preliminary PUD site plan is known as Preliminary Proposed Site Plan, identified as Exhibit I dated September 17, 2011.

3. Residential dwelling units and live-work units are permitted on each floor of the building.

4. Common areas are permitted on each floor of the building.

5. Commercial uses are permitted on each floor of the building and are limited to a combined total gross floor area of 12,000 square feet of the building.

6. No on-site parking is required for the commercial uses.

Ordinance 4659
7. A total of five commercial vehicles (less than one-ton capacity) are permitted to be parked or stored on site.
8. A maximum density of 32 dwelling units per acre is permitted, with a minimum lot area per dwelling unit of 1,250 square feet.
9. Setbacks shall follow the B-2 standards.
10. Parking shall be as generally depicted on the approved preliminary site plan, with maneuvering within the right of way permitted, subject to final PUD site plan approval.
11. On-site parking is required at one parking space for each residential dwelling unit or live-work unit.
12. Each residential dwelling unit is permitted as both a single household and as a work space, and will be referred to as a live-work unit, with more than half of each live-work unit to be designated as living space.
13. Within the live-work units, permitted work activities include:
   a. Fine arts, including but not limited to painting, drawing, sculpture, book art and print-making
   b. Imaginative arts, including but not limited to aesthetic literature, costume design, photography, music composition and architecture
   c. Functional art, including but not limited to jewelry, rugs, decorative screens and grates, furniture, pottery, toys and quilts
   d. Performance arts, including but not limited to singers, musicians, dancers, actors and performance artists
   e. Home occupations, with no more than one outside employee.
14. The living space of each live-work unit shall contain a kitchen area, sleeping area and sanitary facilities.
15. Work space means the area within a live-work unit that is designed or equipped exclusively or principally for the conduct of work activities and is to be regularly used for such work activities by one or more occupants of the live-work unit.
16. Each residential dwelling unit or live-work unit shall contain no less than 600 total square feet.
17. A maximum of one outside employee is permitted in each live-work unit.
18. No retail sales are permitted in live-work units or in the common areas within the residential portion of building.
19. In each live-work unit there shall be no storage of flammable liquids or hazardous materials beyond that normally associated with a residential use.
20. No work activities in the live-work units shall result in offsite dust, electrical interference, fumes, gas, glare, light, noise, odor, smoke, toxic/hazardous materials, or vibration.
21. Delivery hours for live-work units shall be limited to Monday through Friday, 7:00 am to 5:00 pm.
22. Freestanding signs will be limited to one freestanding directory sign at each public building entrance, with each sign no greater in area than 12 square feet and no greater than eight (8) feet in height.
23. The following Commercial B-2 uses shall be permitted in the commercial portion of the building, with conditional uses following required conditions:
   a. Art Dealers and Galleries
   b. Bakeries, Retail
   c. Barber Shops
   d. Bars, Lounges, Taverns and Nightclubs
   e. Beauty Shops
   f. Bicycle Sales and Service (Including Mopeds)
   g. Broadcasting and Recording Studios
   h. Culture Centers
   i. Drug Stores and Pharmacies
   j. Dwelling Units, Multi-Family
   k. Food Stores, Retail
   l. Furniture Stores
   m. Interior Decorating Stores
   n. Locksmith Shops
   o. Offices (all except those with drive-in facilities)
   p. Pawnshops and Secondhand Stores
Exhibit G (cont.)

Ordinance 4659

q. Photo and Camera Supplies and Photographic Studios
r. Printing and Blueprinting (Duplicating Only)
s. Produce Markets
t. Repair Shops (Non-Automotive, Non-combustible Engine, No Outside Storage)
u. Restaurants (Not Including Drive-Ins)
v. Schools, Art
w. Schools, Business
x. Schools, Driver Education
y. Schools, Vocational
z. Shoe Repair Shops and Shoe Stores
aa. Specialty Shops (all permitted)
bb. Theaters (Not Including Drive-Ins)
cc. Variety Stores

24. Landscaping is required following the requirements of the Goshen Zoning Ordinance.
25. Outside display, sales and storage is prohibited, except for special events intended to attract crowds larger than normally would be expected and which are held in conjunction with community events given approval by the Board of Public Works and Safety of the City of Goshen.
26. A pedestrian/bicycle path will be constructed by the City within the easement provided along the east bank of the Millrose Canal.
27. Sign lighting, parking lot lighting, and building security lighting shall not glare or trespass onto adjoining properties.
28. B-2 district regulations shall apply, except when in conflict with the Hawks Building PUD provisions.
29. Final PUD site plan approval is required before a zoning clearance is signed and before a building permit is issued.
30. Site plan approval by Goshen City Engineering is required for site drainage, post construction, site utilities and right-of-way access, as applicable, prior to requesting final PUD site plan approval.

PASSED by the Common Council of the City of Goshen on October 4, 2011.

[Signature]
Presiding Officer

Attest: [Signature]
Tina M. Bonstager, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on October 7, 2011 at 12:00 p.m.

[Signature]
Tina M. Bonstager, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on October 7, 2011.

[Signature]
Allan Kaufman, Mayor

Ordinance 4659
Exhibit H

Ordinance 4793

Ordinance No. 4793

An Ordinance to Amend Ordinance 4659, Known as the Hawks Building Planned Unit Development (PUD) Ordinance, and All Ordinances Amending the Hawks Building PUD

WHEREAS LaCasa of Goshen, Inc., and Hawks 1886, LLC, submitted an application on the 28th day of May 2014 for a Major Change to a previously approved Planned Unit Development (Overlay) Ordinance, and the Goshen City Plan Commission did after proper legal notice conduct a public hearing on said Petition as provided by the Law on the 17th day of June 2014 and recommended the adoption of this Ordinance by a vote of 6-0.

NOW, THEREFORE be it ordained by the Common Council of the City of Goshen, Indiana, that:

For the property generally located at 214 West Jefferson Street, known as Lot A of Hawks Building Minor Subdivision, and more particularly described as follows:

Lot Number A, as the said lot is known and designated on the recorded plat of Hawks Building Minor Subdivision; said plat being recorded in the Office of the Recorder of Elkhart County in Plat Book 34, page 100, situated in the Southeast Quarter of Section 9, Township 35 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, Indiana.

To Amend Ordinance 4659, and all ordinances amending Ordinance 4659, as follows:

1. In addition to requirements established in Ordinance Number 4659, additional requirements are established by this Ordinance.
2. That the Goshen Plan Commission did after a public hearing determine the amendment to be a Major Change.
3. Hotel and brewery are added as permitted uses.
4. Gross floor area of 30,000 square feet is permitted for commercial uses.
5. Four wall signs, three awning signs, one canopy sign and one logo are permitted as generally shown on Hawks 1886, LLC, Adaptive Reuse, A2.1 Elevations, dated May 30, 2014, prepared by Struxure Capital Development.
6. Electronic message center signs, changeable copy signs, temporary signs and sandwich board signs shall be prohibited.

PASSED by the Common Council of the City of Goshen on \[\text{July 15, 2014}\].

[Signature]

Presiding Officer

[Signature]

Tina M. Bontrager, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \[\text{July 17, 2014 at 2:15 p.m.}\].

[Signature]

Tina M. Bontrager, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on \[\text{June 21, 2014}\].

[Signature]

Allan Kaufman, Mayor
Exhibit I

Ordinance 4797

Ordinance No. 4797

An Ordinance to Amend Ordinance 4659, Known as the Hawks Building Planned Unit Development (PUD) Ordinances, and All Ordinances Amending the Hawks Building PUD, Including Ordinance 4793

WHEREAS LaCasa of Goshen, Inc., submitted an application on the 25th day of June 2014 for a Major Change to a previously approved Planned Unit Development (Overlay) Ordinance, and the Goshen City Plan Commission did after proper legal notice conduct a public hearing on said Petition as provided by the Law on the 15th day of July 2014 and recommended the adoption of this Ordinance by a vote of 7-0:

NOW, THEREFORE be it ordained by the Common Council of the City of Goshen, Indiana, that:

For the property generally located at 214 West Jefferson Street, known as Lot A of Hawks Building Minor Subdivision, and 215 West Madison Street, known as Lot B of Hawks Building Minor Subdivision, and more particularly described as follows:

Lot Number A and Lot Number B, as the said lots are known and designated on the recorded plat of Hawks Building Minor Subdivision; said plat being recorded in the Office of the Recorder of Elkhart County in Plat Book 34, page 160, situated in the Southeast Quarter of Section 9, Township 36 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, Indiana.

To Amend Ordinance 4659 and Ordinance 4793, and all ordinances amending Ordinance 4659, as follows:

1. In addition to requirements established in Ordinance Number 4659, additional requirements are established by this Ordinance.
2. That the Goshen Plan Commission did after a public hearing determine the amendment to be a Major Change.
3. The following uses are prohibited:
   i. Secondhand Stores
   ii. Nightclubs
   iii. Pawnshops
   iv. Variety Stores
   v. Repair Shops

PASSED by the Common Council of the City of Goshen on August 5, 2014.

Allan Kaufmann

Attatch: Tina M. Bontrager, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on August 6, 2014 at 3:30 p.m.

Tina M. Bontrager, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on August 9, 2014.

Allan Kaufmann, Mayor
Exhibit J

Ordinance 4843

Ordinance No. 4843

An Ordinance to Amend Ordinance 4659, Known as the Hawks Building Planned Unit Development (PUD) Ordinance, and All Ordinances Amending the Hawks Building PUD, Including Ordinances 4793 and 4797

WHEREAS LaCasa, Inc., submitted an application on the 26th day of August 2015 for a Major Change to a previously approved Planned Unit Development (Overlay) Ordinance, and the Goshen City Plan Commission did after proper legal notice conduct a public hearing on said Petition as provided by the Law on the 15th day of September 2015 and recommended the adoption of this Ordinance by a vote of 8-0:

NOW, THEREFORE be it ordained by the Common Council of the City of Goshen, Indiana, that:

For the property generally located at 214 West Jefferson Street, known as Lot A of Hawks Building Minor Subdivision, and 215 West Madison Street, known as Lot B of Hawks Building Minor Subdivision, and more particularly described as follows:

Lot Number A and Lot Number B, as the said lots are known and designated on the recorded plat of Hawks Building Minor Subdivision; said plat being recorded in the Office of the Recorder of Elkhart County in Plat Book 34, page 100, situated in the Southeast Quarter of Section 9, Township 36 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, Indiana.

To Amend Ordinances 4659, 4793 and 4797, and all ordinances amending Ordinance 4659, as follows:
1. In addition to requirements established by Ordinances 4659, 4793 and 4797, additional requirements are established by this Ordinance.
2. That the Goshen Plan Commission did after a public hearing determine the amendment to be a Major Change.
3. The maximum residential dwelling unit density is increased from 32 units per acre to 37 units per acre, and the minimum lot area per dwelling unit is decreased from 1,250 square feet to 1,188 square feet, with a total of up to 59 dwelling units permitted.
4. PUD final site plan approval by Plan Commission is required before a zoning clearance is signed and before a building permit is issued.
5. Site plan approval by Goshen City Engineering is required for site drainage, post construction, site utilities and right-of-way access, as applicable, before a zoning clearance is signed and before a building permit is issued.

PASSED by the Common Council of the City of Goshen on October 6, 2015.

Allan Kauffman
Presiding Officer

Attest:
Tina M. Bontrager, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on October 7, 2015 at 3:30 p.m.

Tina M. Bontrager, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on Oct 8, 2015.

Allan Kauffman, Mayor
December, 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 was awarded to John Ward Concrete, Inc. and work on the site is nearly completed. 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. We are on track to complete the project on time.

PROJECT: GOSHEN THEATER RENOVATION

PROJECT DESCRIPTION
Goshen Theater, Inc. has purchased the Goshen Theatre building to serve as an Arts and Entertainment facility downtown. A phased renovation of the theater has been proposed and fundraising is in progress.

PROJECT UPDATE
The Commission has included $835,000 in the five year capital plan for funding 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. A community capital campaign is underway and will continue through 2018.

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 March 2018 letting date.

PROJECT UPDATE
In late October/early November, it did not appear the City was going to make its right-of-way purchase deadline. Staff, with the assistance of legal counsel, has made significant progress in acquiring properties along the construction corridor. Right-of-way acquisitions are wrapping up and staff is work to receive INDOT’s right-of-way clearance determination. Final paperwork and plan reviews are currently taking place.

PROJECT: MILLRACE TOWNHOMES AND FLATS
December, 2017 Redevelopment Staff Report

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 Matthews. All approvals have been granted through the City and State. Permits have been pulled for this project, however the developer has not received any masonry bids for the project and will not break ground until bids have been received. At the September 2017 Commission meeting, the developer indicated plans to begin construction in 2018.

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 was continued through 2017. To date, no new closure requests have been received. Goshen Engineering prepared a letter that was sent out in September to the remaining building owners that have vaults to remind them of the ongoing vault closure program. The Goshen Engineering Department received some verbal responses back as a result of the letter, but no one opted to sign up for vault closures. There is still a need for the program, but the business owners needing to abandon their vaults appear uncommitted to the task and cost. Towards the end of 2018 or early 2019, the City will receive Main Street right-of-way into its inventory. At that point, the remaining private vault encroachments into the right-of-way will become the City’s problem as opposed to the State’s problem. Goshen Redevelopment should determine if they want to continue the vault closure program as is, change the program, or simply offer an option to address future vault closure requests on a case by case basis.

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 the College Avenue crossing to start. Goshen Engineering met with Tharon Morgan, with INDOT, and Stephen Klinger, with Norfolk Southern, on Friday, September 1, 2017. The group reviewed Norfolk Southern’s design for the Jefferson Street railroad crossing, and it was determined the Ninth Street road alignment needs to be shifted 5 feet to the west. Goshen Engineering has ordered a survey to complete the design work. The shift in the road alignment will be designed this winter and will be bid early spring 2018.

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 Goshen College to Lincoln Avenue.
PROJECT UPDATE

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

- August 2018 – Traffic counts to be done at each of the railroad crossings.
- 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.
- March 2019 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 12 months.
- Spring 2019 – Installation of signs and delineators at the railroad crossings.
- November 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. The City is planning to host a meeting in 2018 with the Federal Railroad Administration (FRA) to review the plans implementation status. 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.

The Redevelopment Commission approved the contract amendment with CHA at their July 11, 2017 meeting. Work is progressing and there are no new updates to provide at this time.

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 December 31, 2017.

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, are substantially complete with the roadway improvements between the Marion railroad tracks and the bridge over the Elkhart River. It is anticipated the roadway will be opened to traffic by the end of December.

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 completed.

Based upon the last project cost update prepared by American Structurepoint on February 2, 2017, the project is underfunded. Additional funding is needed to complete the project and will be requested from MACOG. If the City is denied its request, the funding gap will need to be covered. The letting date is currently set for February 2018.

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.

The City and DLZ held a public meeting on August 10, 2017, with limited public participation. DLZ is continuing with the design and is preparing to submit their environmental report for the development corridor.
DLZ has started the appraisal process, which is anticipated to be completed by September 2018.

---

**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 a engineering design kickoff meeting with DLZ on March 10. Goshen Engineering received 60% design plans from DLZ for the stormwater improvement. The design requires the pipe to be constructed outside the right-of-way on Benteler's property. Representatives from Goshen Engineering and Goshen Redevelopment met with Benteler on Friday, August 11, 2017, to discuss the need for a future easement and to review their future development plans. A verbal was received from Benteler on the easement. Also, Benteler has future development plans and they would like to explore a partnership in developing their property while sharing some of the City's newly developed stormwater detention basin. An agreement modification with DLZ was approved by the Redevelopment Commission on September 12, for DLZ to review potential drainage improvements that will allow Benteler to expand.

---

**PROJECT: US HWY 33 AND FAIRFIELD INTERSECTION IMPROVEMENT**

**PROJECT DESCRIPTION**
As part of the Park 33 Development and the potential development of the land along the east side of US Hwy 33, intersection improvements at both Fairfield Avenue and Plymouth Avenue were evaluated.

**PROJECT UPDATE**
The traffic study has been completed and submitted to INDOT for comment. Comment was received back from INDOT and they would like to see a center left turn lane installed between Plymouth Avenue and Fairfield Avenue. Unsure of the cost to perform this construction, the Redevelopment Commission retained Abonmarche to core the paved shoulders along US Hwy 33. Based upon this information, an updated cost estimate was prepared by Abonmarche. At this point, the Redevelopment Commission needs to concur with the traffic study recommendation, which will allow the study to be submitted to INDOT for final approval. By agreeing to the center left turn lane, the City is generally committing to improving the US Hwy 33 corridor between Plymouth Avenue and Fairfield Avenue.

Leslie Biek provided a project update at the Redevelopment meeting on September 12, 2017. At that meeting, the Commission decided not to proceed with a project at this time. Goshen Engineering is applying for CMAC funding consideration with MACOG for this project.

---

**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 was utilized by Goshen Theater, Inc. to put towards their fundraising campaign. The funding for the 2nd and 3rd year is being used to fund 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
The website launched in late November and two Pop UP markets were held in November. The artist database is continuing to grow and the model for the market continues to be refined.

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
A feasibility study was completed for the project and the findings were favorable. The City has received a $300,000 grant from the Regional Cities initiative and will find out in December if the Elkhart County Community Foundation will be granting the $1,000,000 request that was submitted last summer. Mayor Stutsman continues to talk with the major donor to determine the final gift amount. The hope is to solicit proposals for design in the Spring of 2018.
PROJECT: CR 40 Water Main Extension from Dierdorff Road to US 33  (Keystone Project)

PROJECT DESCRIPTION:
Water main construction from CR 27, east along CR 40 to US Hwy 33, then north along US Hwy 33 to Skyview Road.

PROJECT UPDATE
Contractor has made good progress this year and has completed the water main from CR 27 to US Hwy 33. At the end of this week they will be going on winter shutdown, and will resume work next spring.

PROJECT: RIVER ART

PROJECT DESCRIPTION
Insite Development is proposing to design and construct an upscale residential project along the millrace canal. The site is near the intersection of South Third Street and Jefferson Street.

The River Art development project will consist of a new 46-unit apartment building, the construction of 18 condominium units in the north half of the Hawks building and the creation of a new community park. The new apartments will be constructed on property previously offered for sale by the Goshen Redevelopment Commission. The development site also includes the north half of the Hawks building which is privately owned and will be acquired separately by the developer.

The developer plans to invest $11 million on the construction of a modern architectural style building featuring high-quality rental apartments. Amenities include covered parking spaces for residents located under the apartment building, a common terrace shared by residents and private balconies for individual apartments.

An additional $3.6 million would be invested in the complete redevelopment of the north half of the Hawks Building for the construction of condominiums. Plans also include the possibility of constructing a coffee shop and gallery space on the first floor of the Hawks building.

As an amenity to the two development projects, Insite is proposing to design and construct a small community park on the vacant lot north of the Hawks Building. The park would serve area residents including those at the Hawks and River Art and will feature landscaping, a walkways, benches, lighting and public art produced by local artists. The developer would donate the completed park to the City.

PROJECT UPDATE
A development agreement is being drafted and will be presented to the Commission at the December meeting for consideration.
The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from November 15, 2017 through December 8, 2017 and finds that entries are allowed in the total amount of $759,696.90

APPROVED on December 12, 2017.

Thomas W. Stump, President

Laura Coyne, Secretary
## GOSHEN REDEVELOPMENT COMMISSION
### Itemized Expenditure Report

**Claims from 11/14/17 through 12/8/17**

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Payee Description</th>
<th>Payee</th>
<th>Claim #</th>
<th>Line Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/15/2017</td>
<td>Kercher Road Land Acquisition Parcel #45</td>
<td>Alfonso Briano Diaz</td>
<td>1664</td>
<td>480-560-00-441.0001</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>11/15/2017</td>
<td>Kercher Road Land Acquisition Parcel #45</td>
<td>Alfonso Briano Diaz and Oceanside Mortgage</td>
<td>1663</td>
<td>473-560-00-441.0000</td>
<td>$14,366.00</td>
</tr>
<tr>
<td>11/15/2017</td>
<td>Waterford Commons Business Park Tract 2</td>
<td>HRP CONSTRUCTION (05004)</td>
<td>1656</td>
<td>473-560-00-442.0000</td>
<td>$11,637.50</td>
</tr>
<tr>
<td>11/15/2017</td>
<td>Dierdorff Rd at Ardmore Ct.</td>
<td>Walsh &amp; Kelly, Inc. (09736)</td>
<td>1665</td>
<td>473-560-00-442.0000</td>
<td>$19,930.32</td>
</tr>
<tr>
<td>11/15/2017</td>
<td>Parcel #36 Relocation Payment move to storage and disposal</td>
<td>William Henry Morelock (09601)</td>
<td>1661</td>
<td>473-560-00-441.0000</td>
<td>$875.00</td>
</tr>
<tr>
<td>11/30/2017</td>
<td>Transfer Fee for Sale of 613 S. Third St</td>
<td>Elkhart County Auditor</td>
<td>1669</td>
<td>406-560-00-439.0930</td>
<td>$15.00</td>
</tr>
<tr>
<td>11/30/2017</td>
<td>Title Search for 613 S Third Street</td>
<td>Elko Title Corporation (04462)</td>
<td>1670</td>
<td>406-560-00-439.0930</td>
<td>$277.50</td>
</tr>
<tr>
<td>11/30/2017</td>
<td>Recording fee for sale of 613 S. Third Street</td>
<td>Elkhart County Recorder (11130)</td>
<td>1687</td>
<td>406-560-00-439.0930</td>
<td>$90.50</td>
</tr>
<tr>
<td>12/5/2017</td>
<td>Northwest Bike Trail Parcel #45</td>
<td>NORCO Pipe Line Company, LLC</td>
<td>1671</td>
<td>406-560-00-441.0001</td>
<td>$61,200.00</td>
</tr>
<tr>
<td>12/5/2017</td>
<td>Northwest Bike Trail Parcel 11</td>
<td>Sun Security Financing, LLC</td>
<td>1672</td>
<td>480-560-00-441.0001</td>
<td>$67,950.00</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Steury Ave./Lincoln Ave. Roadway Reconstruction &amp; Driveway Improvement</td>
<td>Abbonmarche (05856)</td>
<td>1673</td>
<td>480-560-00-431.0502</td>
<td>$800.00</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Kercher Road Land Acquisition</td>
<td>American Structurepoint, Inc. (03093)</td>
<td>1675</td>
<td>473-560-00-441.0000</td>
<td>$7,100.00</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Kercher Road Land Acquisition</td>
<td>American Structurepoint, Inc. (03093)</td>
<td>1674</td>
<td>473-560-00-441.0000</td>
<td>$6,200.00</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Kercher Road ST RD 15 Condemnation</td>
<td>Barkes, Kolbus, Rife &amp; Shuler, LLP (02483)</td>
<td>1674</td>
<td>473-560-00-439.0930</td>
<td>$185.00</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Rental Property Litigation at 65736 SR 15</td>
<td>Barkes, Kolbus, Rife &amp; Shuler, LLP (02483)</td>
<td>1683</td>
<td>473-560-00-439.0930</td>
<td>$2,211.15</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Ninth Street Multi-Use Path</td>
<td>CHA Consulting, Inc. (00660)</td>
<td>1678</td>
<td>406-560-00-431.0502</td>
<td>$40,903.66</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Surety Bond for Redevelopment Commission</td>
<td>CNA- SURETY Direct Bill (02-6432)</td>
<td>1687</td>
<td>406-560-00-439.0930</td>
<td>$262.50</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Northwest Bike Trail</td>
<td>DLZ Indiana, LLC (04710)</td>
<td>1677</td>
<td>480-560-00-442.0000</td>
<td>$6,647.50</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Northwest Bike Trail</td>
<td>DLZ Indiana, LLC (04710)</td>
<td>1678</td>
<td>480-560-00-442.0000</td>
<td>$385.00</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Northwest Bike Trail</td>
<td>DLZ Indiana, LLC (04710)</td>
<td>1679</td>
<td>480-560-00-442.0000</td>
<td>$7,960.00</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Northwest Bike Trail</td>
<td>DLZ Indiana, LLC (04710)</td>
<td>1680</td>
<td>480-560-00-442.0000</td>
<td>$16,081.50</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Northwest Bike Trail</td>
<td>DLZ Indiana, LLC (04710)</td>
<td>1681</td>
<td>480-560-00-442.0000</td>
<td>$28,119.50</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Northwest Bike Trail</td>
<td>DLZ Indiana, LLC (04710)</td>
<td>1682</td>
<td>480-560-00-442.0000</td>
<td>$7,208.00</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Ramirez Salvage Yard (multiple invoices)</td>
<td>Environmental Consulting &amp; Technology (07422)</td>
<td>1689</td>
<td>480-560-00-442.0000</td>
<td>$18,500.00</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Gas And Electric for Powerhouse</td>
<td>Elkhart County Landfill (00587)</td>
<td>1685</td>
<td>406-560-00-435.0101</td>
<td>$56.65</td>
</tr>
<tr>
<td>12/6/2017</td>
<td>Gas And Electric for Powerhouse</td>
<td>NIPSCO (00014)</td>
<td>1685</td>
<td>406-560-00-435.0201</td>
<td>$53.64</td>
</tr>
<tr>
<td>Invoice Date</td>
<td>Payee</td>
<td>Description</td>
<td>Claim #</td>
<td>Line Number</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------------------------</td>
<td>---------------------------</td>
<td>-------------</td>
<td>-------------</td>
<td>----------------</td>
</tr>
<tr>
<td>12/7/2017</td>
<td>Niblock Excavating, Inc. (00653)</td>
<td>CR 40 Water Extension</td>
<td>1690</td>
<td>473-560-00-442.0000</td>
<td>$450,717.01</td>
</tr>
</tbody>
</table>

**Total:** $759,696.90
CITY OF GOSHEN
REDEVELOPMENT COMMISSION
2018 Meeting Schedule

The 2018 regular meetings of the Goshen Redevelopment Commission will take place on the second Tuesday of each month at 3:00 p.m. as set forth below. The meetings will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

January 9, 2018
February 13, 2018
March 13, 2018
April 10, 2018
May 8, 2018
June 12, 2018
July 10, 2018
August 14, 2018
September 11, 2018
October 13, 2018
November 14, 2018
December 11, 2018

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

- Approved by Redevelopment Commission