



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., March 7, 2024

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Gina Leichty

Approval of Minutes: February 29, 2024

Approval of Agenda

- 1) Legal Department request:** Approve and authorize Mayor Leichty to execute the Agreement with Cripe Design LLC for the design development phase of the City Annex Building at a cost of \$132,142.50

- 2) Legal Department request:** Pass Resolution 2024-09, Authorizing the special purchase of a 2024 Precept Class A Motorhome 36A by Jayco, Inc to be used as the City's portable command center at the cost of \$99,191

- 3) Legal Department request:** Approve and authorize Mayor Leichty to execute the agreement with American Legal Publishing, LLC for codification and hosting on its website of the City Code and the City's Zoning and Subdivision Ordinances – a codification cost of \$9,600 for the City Code and \$7,800 for the Zoning and Subdivision Ordinances, \$895 for establishing an online version of the code and the first year of hosting the Code on its website, \$495 per year after the first year and a per page charge for revisions based on the volume of pages revised

- 4) Legal Department request:** Pass Resolution 2024-10, the Special Purchase of Road Salt as part of the State of Indiana's 2024-2025 road salt bid

- 5) Engineering Department request:** Approve NIPSCO's request to perform daytime road closures on West Pike Street, between Kansas Drive and Nebraska Drive, starting March 9 and extending through March 23 for reconstruction of electric utility service

- 6) Engineering Department request:** Approve Niblock Excavating's request to close the intersection of 10th Street and Douglas Street, from March 8, 2024 until April 5, 2024, to complete the underground storm system for the 10th Street Reconstruction project



7) Engineering Department request: Approve and authorize the Board to execute the Agreement with Greencroft Goshen Inc for the completion of the project at 2082 Whispering Pines Court

8) Engineering Department request: Approve and authorize the Board to execute the Agreement with Greencroft Goshen Inc for the completion of the project at 2121 Whispering Pines Court

Privilege of the Floor

**CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARING
4:00 p.m., March 7, 2024
Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana**

9) Review of the Order of the City of Goshen Building Commissioner for 412 North 7th Street (Super Smash Brothers, LLC and Scott & Cynthia Rugg, property owner)

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE FEBRUARY 29, 2024 REGULAR MEETING

Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Orv Myers and Mary Nichols

Absent: Barb Swartley

CALL TO ORDER: Mayor Gina Leichty called the meeting to order at 4:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Feb. 22, 2024, Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board Member Mike Landis moved to approve the minutes as presented and the motion was seconded by Board Member Mary Nichols. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board member Landis moved to accept the agenda as presented. Board member Nichols seconded the motion. The motion passed 4-0.

1) Fire Department request: Affirm resignation of John Kauffman, effective March 15, 2024

City Fire Chief Dan Sink told the Board that **Firefighter/Paramedic John Kauffman** has submitted his resignation effective March 15, 2024. He asked the Board to affirm Kauffman's resignation.

Chief Sink added, "We have enjoyed our work with John and we would like to wish John and his family the very best in their new endeavors." He said Kauffman was transferring to the Plymouth Fire Department.

In a Feb. 24, 2024 email to **Chief Sink**, **Kauffman** wrote that he was transferring to Plymouth to live closer to and spend more time with his son. He added, "This was not an easy decision for me. This an amazing department."

Landis/Nichols made a motion to affirm the resignation of Firefighter/Paramedic John Kauffman from the Goshen Fire Department, effective March 15, 2024. The motion passed 4-0.

2) Keith and Kim Yoder request: Approve gravel driveway at 416 Riverside Boulevard

Keith Yoder of Syracuse told the Board that currently parking for 416 North Riverside Boulevard is gravel in the adjacent lot to the south. He said he is in the process of getting approval to develop the south lot. So, a new parking area will be required for 416 as it currently has no designated parking.

Yoder said the City's design standards and specifications for parking and driveway surfaces require a "durable, hard" surface of asphalt or concrete. He requested a variance to use gravel (slag) for this residence. The plan is to remove the topsoil, add two inches of diameter gravel, then top with ½ inches of gravel (slag).

Yoder indicated he was seeking a variance for a gravel driveway because multiple parking areas in the neighborhood are currently gravel. The home is existing and he said he believes drainage could be an issue if the parking area was an impermeable surface. He provided the Board with documents showing the proposed parking area and neighboring parking areas that currently are gravel.

City Assistant Planning & Zoning Administrator Rossa Deegan said **Yoder** accurately summarized the parking requirements. He said that at an upcoming meeting the City Board of Zoning Appeals will be considering Yoder's request for a developmental variance to allow a duplex at 412 and 414 North Riverside Boulevard. He said when that property is developed, it will eliminate the parking space, and another parking area will be required. Deegan said the Planning Department doesn't have an objection to the parking type proposed.

Board member Landis said he owns a property across the street and his daughter used to live there.



Board member Landis said he is rehabilitating a house in which he took three City lots that were 50-foot wide and made them “unbuildable” by building a garage and using half of one lot so there wouldn’t be infilling of duplexes or rental properties there. He said neighbors in the area don’t support a duplex on an under-width, undersized lot.

Board member Landis said that the house that will need a gravel parking area has a garage that faces the empty lot. He said once that is developed, unless there is an easement signed between the two properties, they will not be able to use the garage for their vehicles because the access will be over the neighbor’s property and the door faces south.

If the Board of Zoning Appeals had already approved the duplex, **Board members Landis** said there would be a need to do something about parking. He said there would be no need for Board of Works approval if the duplex was not approved.

Board member Landis said it is true that there are other gravel driveways in the neighborhood because there is no curbing and no street parking. However, he said several nearby streets have concrete driveways. He added that he didn’t know what position he would take on this gravel driveway request.

Keith Yoder said it was true that there is no need for a new gravel driveway if the duplex isn’t approved. As far as the garage, Yoder said there is an alley between the two properties. He added that the current garage is small and can barely accommodate a car.

Board member Landis said he wanted to provide this background on the case so his eventual position on the request was better understood. He said the neighbors he spoke to about the request to build a duplex don’t favor a duplex on an undersized lot. He did note that the Board makes exceptions for gravel driveways and he would be inclined to support the request contingent on the approval of the duplex. He added that 2-inches of gravel was insufficient and that four inches of gravel usually is required.

Yoder said he was proposing two inches of diameter gravel, then top with ½ inches of gravel (slag). **Board member Landis** said that should be OK if he adds the right material. Yoder said he had some concerns over drainage.

Landis/Nichols made a motion to allow gravel to be used at 416 Riverside Boulevard for a new parking area off of the alley in the back if approval is granted by the City to use the current vacant lot as a duplex. Motion passed 5-0.

3) Schrock Homes request: Approval for driveway wider than 24 feet at 834 Winslow Drive

Dean Sprunger of Schrock Homes, Inc. told the Board that he was requesting a wider driveway at a home under construction at 834 Winslow Drive than currently is allowed by the City.

Sprunger said the main reason for this request is because the home will have a three-car garage and the 24-foot maximum driveway allowed at the right of way will not work. He said when a homeowner backs straight out of the third-car side, the driver will run over the grass area, turning it into a mix of mud and dirt which will wash onto the street. Typically, he said homeowners get frustrated with this type of driveway.

Sprunger said in other sub-divisions, his company has had to fill in this area beside the driveway with concrete per the homeowner’s request. Thus, he also asked for wider driveways for future three-car garages.

Mayor Leichty asked if any City staff had feedback on the request.

City Director of Public Works & Utilities Dustin Sailor said he reviewed this permit and recommended a denial to the Board of Works. He said the City standard is a driveway no more than 24 feet wide so that there are not streets with continual curb cuts. He said there are homes with wider driveways, including the 28 feet requested in this case, but said he has no record of how those were approved or whether they were reviewed by the Board of Works.

Sprunger said it makes sense for homeowners to have wider driveways and to be able to back up straight, not drive through mud to get it on the street.

Board member Landis asked if there was a reason why the top/throat of the driveway (toward the house) was designed to be shifted to the west. **Sprunger** said that was a normal design for a three-car garage.



Board member Landis and **Springer** discussed the driveway design issue further.

Board member Landis said that in the past when the Board has approved such driveway requests, it usually was for a hardship reason that the homeowner had no control over. He said he didn't recall an instance when the Board has approved a variance for a home that hasn't been built. He asked why the home couldn't be redesigned. **Springer** said there wasn't enough room on the lot to do so.

Board member Landis said if the Board approved this request, someone in authority also should tell the City Planning Department to eliminate the 24-foot standard because everyone will ask for a wider driveway. **Springer** said Schrock Homes would want a wider standard driveway for all homes with three-car garages. Board member Landis said those who park besides their garages might eventually also ask for wider driveways.

Mayor Leichty welcomed comments from the City Planning Department. **City Assistant Planning & Zoning Administrator Rossa Deegan** said he had no comments to offer.

Mayor Leichty said the precedent that could be established would be different than what was done in other cases.

Board member Landis said if this request is granted, it would be hard to reject others. The **Mayor** agreed.

In response to a question from **Clerk-Treasurer Aguirre**, **Springer** confirmed that he was requesting a 24-foot wide driveway. Springer said there are wider driveways, up to 30 feet, at nearby homes.

Mayor Leichty said she was aware that permeable pavers with grass have been used to widen some driveways and that could be an alternative for the homeowner. She mentioned this was done at a home on River Vista Drive.

Springer said that could be a possible option

Board member Landis said he wouldn't have an issue with that. In this case, he said the Board was being asked to make an exception for a driveway in which a different level of planning would have allowed it to follow the City code. He said he wasn't inclined to approve a blanket exception for everyone; all should come and argue their cases.

Mayor Leichty/Board member Nichols made a motion to honor the **City Engineering Department's** recommendation to decline the petition and encourage the developer to explore alternatives to the expansion of the width of the curb cut. Motion passed 4-0.

Springer asked about the next steps in getting approval for a different type of driveway. He asked if he would have to repeat this process. **Mayor Leichty** said she wasn't sure this was an automatically permitted use. She asked if Springer knew the home on River Vista she had mentioned.

Clerk-Treasurer Aguirre said it was the Nisley house on River Vista Drive. He said the current driveway type was approved by the Board of Works on a request by the homeowner. He said permeable pavers were used.

Springer said he understood that he would need to make a formal request. **Mayor Leichty** said she would send Springer the home's address.

4) Engineering Department request: Approve Change Order No. 10 in the amount of \$29,070.82 and 26 days for the Wilden Avenue reconstruction

City Director of Public Works & Utilities Dustin Sailor told the Board that as the City Engineering Department is nearing the end of this project, there are some final needs, including Change Order No. 10 for a contract increase of \$29,070.82 and 26 days for the Wilden Avenue Reconstruction from Rock Run Creek to Fifth Street.

Sailor indicated the additional materials and work associated with this change order are deemed to be participating, and funding assistance will be requested from MACOG. The following matters were listed:

- **Grading issues** not identified during design resulted in areas where additional modular block retaining wall, modified steps, and new retaining curb were required. Additional line item costs for materials and erection, as well as for construction engineering are included. The contract change for associated line items will be \$28,413.43 with 14 additional contract days.



- **Twenty-one trees** could not be planted due to their proximity with underground utilities or concerns with blocking line-of-sight. These trees were inventoried and utilized by the City in other locations. The contractor provided a revised material-only cost for these trees. The contract change is a reduction of \$5,552.61.
- **The contract maintenance of traffic plan** called for road closure sign assemblies not reflected in the pay items. An additional line item includes costs for these signs. The contract change is \$6,210.
- During Phase 1 of construction, **delays occurred to critical path work** that were beyond the contractor's scope of responsibility. The initial request of 20 days was negotiated to 12 days.

Sailor said with this and previous change orders, representing a total contract increase of 6.21-percent, the amended contract price will be \$7,397,236.

Board member Landis asked the about the need for the additional road closure sign assemblies. **Sailor** said all those needs were detailed during the project.

Landis/Nichols made a motion to approve Change Order No. 10 in the amount of \$29,070.82 and an addition of 26 days and authorize the Mayor to sign the change order. Motion passed 4-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):

Mayor Leichty opened Privilege of the Floor at 4:24 p.m. There were no comments.

At 4:25 p.m. Mayor Leichty recessed the Board of Public Works and Safety meeting and opened a public hearing to review the order of the City of Goshen Building Commissioner for one Goshen property.

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARING

4:00 p.m., February 29, 2024

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

5) Review of the Order of the City of Goshen Building Commissioner for 425 North 9th Street (Christopher D. Jones, property owner)

At 4:25 p.m., Mayor Leichty convened a hearing to review the Order of the City of Goshen Building Commissioner for 425 North 9th Street (Christopher D. Jones, property owner).

BACKGROUND:

In a memorandum to the Board dated Feb. 26, 2024, **Assistant City Attorney Don Shuler** wrote that an unsafe building review hearing was held for the property located at 425 North 9th Street, Goshen, on June 12, 2023.

At the hearing, the Goshen Building Department advised the Board of Works that an agreement for repairs had been reached with the property owner. The agreement called for repairs to be completed by Oct. 1, 2023. The Board tabled the matter based on the agreement.

Shuler wrote that attached was the Order of the City of Goshen Building Commissioner, the June 12, 2023 Building Department memo to the Board, and the Certificate of Service establishing service of notice of this hearing.

Shuler wrote that the Board needed to conduct the hearing, by receiving evidence and allowing arguments from the Building Department, the property owner, and any other individual who wished to speak to the property.

Following that presentation, the Board needed to make findings as to the condition of the building at the property and either affirm, rescind, or modify the Order of the Building Commissioner.



The Board could also determine any further action to order concerning the property and its owner, including the possibility of a civil penalty for a willful failure to comply.

On April 13, 2023, through a written order, City Building Commissioner Myron Grise notified Christopher Jones, the occupant of 425 N. 9th St., that his property was in violation of the Goshen City Code.

Grise reported that the City Building Department inspected the subject real estate on Dec. 28, 2021 and violations of the Accumulation of Materials, Building Code, and Neighborhood Preservation Ordinance code sections were cited. The real estate was re-inspected on Feb. 16, 2022, and showed no significant improvement to the real estate.

Grise reported that the real estate was “unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures on the real estate are in an impaired structural condition that makes it unsafe to a person or property, is vacant, and is not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Indiana’s Unsafe Building Law (“UBL”) (I.C. §36-7-9-1, et seq.) and the City’s Neighborhood Preservation Ordinance (“NPO”) (Goshen City Code §§6.1.1.1, et seq.).”

Grise reported that the following 15 violations of Title 6 of the Goshen City Code were cited by the City Building Department inspector and have not been satisfactorily repaired or remedied:

1. Unsafe Structure(s)-Fire Hazard;
2. Unsafe structure (structure has less than 66% of the strength of a newly constructed building);
3. Unsafe Structure(s)-Interior;
4. Unsafe Structure(s)-33% Support/50% Non-Support (more than 33% of the roof and load-bearing walls have been compromised);
5. Plumbing (no running water and no working plumbing system);
6. Privacy, Weather Tight, Good Repair – Interior (no proper ceilings or floors, no doors and no wall coverings);
7. Properly and Safely Installed Electrical Equipment (fire damaged wires and exposed wiring);
8. Heat Supply (the only heat is from space heaters);
9. Roof (deteriorating and roof deck damaged);
10. Windows and Doors (cracked and broken windows and no doors);
11. Clean and Sanitary Dwelling Unit-Exterior (trash, debris and excess materials outside);
12. Furniture/Appliances/ Bulky Items (bulky items, cars parked on grass and storage materials and appliances must be removed);
13. Containers Supplied (solid waste disposal facilities and containers must be provided); and
14. Unsafe Structure (due to extensive fire damage, the property is in danger of collapse); and
15. Unsafe Structure Dilapidated/Deteriorated/ Free Access (the property has become so dilapidated and deteriorated that it is freely accessible to persons).

Grise concluded that these violations had made the premises at 425 N. 9th St. unsafe and the general condition of the building warranted removal. He ordered Christopher Jones to “demolish and remove the unsafe building to bring it into compliance with Title 6 of the Goshen City Code by May 19, 2023.”

Grise further notified Christopher Jones that a hearing would be held before the Board of Public Works and Safety – originally scheduled for May 22 and later moved to June 12, 2023 – for the purpose of reviewing the Order of the City of Goshen Building Commissioner. Jones was advised that he had the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments.

On June 12, 2023, Mayor Stutsman convened the hearing on the Order of the City of Goshen Building Commissioner for 425 N. 9th Street in Goshen (Christopher Jones, occupant) and invited comment from City Building Inspector Travis Eash.

Eash distributed a memorandum to the Board which provided an update on the status of 425 N. 9th Street. and said he had advised Jones not to attend the meeting because of a proposed agreement.



Reading from the memo, **Eash** said the City Building Department received a structural engineer's report regarding the property at 425 N. 9th Street which addressed the structural deficiencies present at the house due to fire, dilapidation and poor remodeling practices. Eash said the owner had some of his own resources and also had people volunteering resources and time to help get this project done. He said the owner and his representative agreed to repair the structure to what the engineer's report was requiring.

So, Eash said the Building Department and the acting owner and his representative had reached an agreement on the following timeline for the repairs to be completed.

June 26, 2023 – Most if not all framing complete

July 11, 2023 – Whatever framing was left, plumbing complete and gas service and water turned on

Aug. 1, 2023 – Electrical wiring complete

Aug. 15, 2023 – Insulation

Oct. 1, 2023 – Remodel complete and final inspection done

Eash concluded that barring any financial or personal setbacks, this was the time frame that had been agreed upon between the City Building Department and the property owner.

Mayor Stutsman thanked Eash and said this was the kind of outcome the City sought in these types of hearings and as the City seeks to have homes repaired. He said some landlords push the City toward court deliberations and the expenditure of more funds, so he appreciated this property owner taking action and working with the City.

The **Mayor** asked **City Attorney Bodie Stegelmann** for advice on how proceed. Stegelmann said that based on the agreement and timetable, the Board should allow **Eash** to follow up and if the conditions are not met, he could request another hearing if necessary. The Mayor asked about continuing the hearing and allowing Eash to pull the item if the matter was resolved. Stegelmann said that was another option and the matter could be tabled to October.

Mayor Stutsman/Landis moved to table the matter to Oct. 23. Motion passed 4-0.

Before the Feb. 29, 2024 hearing began, City Building Inspector Travis Eash distributed to Board members a memorandum and report, dated Feb. 29, 2024, about 425 North 9th Street. The 31-page packet included a Feb. 16, 2022 report and photos by Eash based on a Dec. 28, 2021 inspection of the property, a June 11, 2023 report (with photographs) by Rick D. Keller of Keller Engineering, Inc. and a Oct. 20, 2023 email to Eash from James K. Kalka Jr. of CPR Claims of Osceola with an update on work on the property. (**EXHIBIT #1**).

DISCUSSION AND OUTCOME OF CONTINUED HEARING ON FEB. 29, 2024:

Assistant City Attorney Don Shuler provided the background of the property at 425 North 9th Street. He said the Board needed to review the order of the City Building Commissioner, which was issued April 13, 2023.

Shuler said that before a scheduled hearing on June 12, 2023, an agreement was reached between the City and the property owner for a schedule of repairs. All repairs were supposed to have been completed by Oct. 1, 2023. The agreement was discussed at the June 12, 2023 meeting, and the matter was tabled.

Shuler said the matter was back before the Board today for a review of the status and possible action. He said **City Building Inspector Travis Eash** would outline the City's position.

Mayor Leichty swore in **City Building Inspector Travis Eash** to give lawful and truthful testimony.

Reading from his Feb. 29, 2024 memo to the Board, Eash said:

"My initial inspection of the property at 425 N 9th Street was conducted on Dec. 28, 2021. Photos from that inspection along with the related violation report are attached. Also attached is an engineer's report dated June 11, 2023, and an email from the owner's representative with a timeline for repairs from Oct. 20, 2023, which states six months until completion. That is actually the second agreement that they gave."



Eash continued, "A fire occurred at the property on June 4, 2020 causing extensive damage to the property. The main areas of concern for the Building Department are the structural integrity of the rafters, floor joists, ceiling joists and walls studs, and the property was in danger of collapse.

"Upon inspection the entire house was gutted and work was being done without any permits and the work that was being conducted was not compliant with the Indiana Residential Code and needed to be removed.

"Since my initial inspection, permits have been pulled for plumbing, electrical, remodel and gas service. A portion of the framing on the main level passed in July of last year. A gas service inspection passed in November. The owner requested water service for use during construction and it was connected in October of 2023 but there was still no usage, which indicates to us that the work has stopped.

"There has been no evidence that any more work has been done to the property. The owner denied our request for an inspection this week and stated that the house is being used as storage now. The exterior of the property is full of storage and has been written up by other departments within the last month."

Eash concluded, "Due to the damage from the fire, the lack of improvement to the property, the lack of cooperation from the owner and current condition of the property, it is the building department's recommendation that the house be demolished, debris from the demolition be removed and all accumulated items on the property also be removed."

Eash mentioned that **Christopher Jones**, the property owner, was present.

Mayor Leichty swore in Christopher Jones to give lawful and truthful testimony.

Jones said a fire in the home occurred in June 2020, and the home was insured. He said he hired a contractor, who he said pulled no permits and did no work but accepted \$88,000. Since then, **Jones** said he has had to hire an attorney and go through three years of litigation to recover his funds.

Jones said he won his lawsuit but had to hire another attorney to collect the insurance money for the repairs on his house. He said that process was continuing. He said the problem was that he doesn't know how long it will take to get that money back. He said his representative wasn't present and he wishes he was here. He also said he has taken many photos of the condition of the property.

Jones said he was called by **Travis Eash** two days ago requesting an inspection of the home, but he wasn't in town and couldn't allow **Eash** into the house.

Jones said he has many items stored inside and outside the house. He said he has been given some money by his attorney, but it isn't enough to finish the house. He said a six-month delay wouldn't even be enough because he has to recover all of the funds from the contractor to pay for all the repairs.

Jones said he knows he has a lot of work to do on the house but has "mental health issues" and has a representative because he has struggles. He said, "I struggle to understand all this. I'm willing to cooperate with the City. I don't want to bring the City problems and certainly I don't want any problems for me. And I do not want to lose my house. It's all I have."

Mayor Leichty thanked **Jones** and said one of the challenges that the City has had is communication with **Jones**. She asked **Jones** if he made available to the Building Department the information and evidence of the filing of the lawsuit or any documentation that it was in process. **Jones** said he dropped off two copies of the lawsuit.

Mayor Leichty said communication has been a challenge. She confirmed with **Jones** that he still had an attorney and asked if the attorney was **Jones**' representative or if it was someone else. **Jones** said his "advocate" was an adjuster who helped him get an engineer into the house to prepare a report and helped him get another contractor who did some repair work.

Although he said he was on a limited income, **Jones** said he has spent his own money for materials for the home. He said he needs a place to store materials and needs people to help him. **Jones** said he lives between Goshen and South Bend. He repeated that he needs help and doesn't want to lose his house.

Board member Landis asked how much he will have if he recovers funds from the first contractor. **Jones** said he would have "over \$143,000." **Jones** said that would be enough to make all the repairs.



Board member Landis said that at present, City staff didn't know enough about **Jones'** plans to repair the home. He said if Jones will have enough money for the repairs, there's no reason for the City to prematurely act, especially because homes that have been damaged by fire take a long time to be addressed and repaired. He asked what it would take to ensure the repairs are made.

Mayor Leichy said she would be curious to hear from **Jones'** attorney about the progress in the case and what the anticipated next steps are before the Board makes a decision. She said she understood Jones has been given "a fair bit of grace" from the City Building Department, but the City also needs to address blight and having a vacant home indefinitely attracts crime and other problems. She said the City cannot let the situation languish indefinitely.

Board member Landis asked if the Board could request a report from Jones' attorney.

City Attorney Bodie Stegelmann said if the Board delays entering an order, it would be perfectly reasonable to seek an update from **Jones'** attorney. He said many times in these lawsuits, it's easy to get a judgment that money is owed, but hard to collect the money.

So, **Stegelmann** said it would be fair to ask for a report from **Jones'** attorney on the status of litigation, collection and the reasonable likelihood of collection before an order from the Board is issued. In response to a question from

Board member Landis, **Stegelmann** said a delay of a couple of weeks would be reasonable.

Jones said it wouldn't be an issue to get an update from his attorney and his representative. He said more information could be provided, including photographs. Jones said City staff members have visited the home and been "very gracious" to him.

Jones said the case needs to move forward and he doesn't want to be without a house. He said he would do whatever he could to expedite the reports and repairs but needed a list on what to do.

Mayor Leichy said that was a helpful response. The Mayor said that in order to table today's requested order, she would need there to be access to the property for a City inspection. She said the City would also need documentation on the status of **Jones'** lawsuit so the Board could make a more informed decision.

City Building Inspector Eash said the City Building Department would also recommend that the exterior of the property be cleaned and maintained in a manner that wasn't considered blight.

Mayor Leichy asked if there was a checklist of needed improvements, such as the removal of exterior debris and that the lawn be mowed and maintained. **Eash** responded that there was an accumulation of items. He said there have also been reports of vehicles not being moved. He said he also believed the City Planning Department had a concern about gravel on the property. With labor, he said all these issues could be addressed so that the property was no longer an eyesore.

Mayor Leichy asked **City Attorney Stegelmann** for his help crafting a motion to table the matter and also add requirements. She asked if that could all be included in one motion. **Stegelmann** responded that it could all be in one motion. He recommended tabling the matter to a date certain contingent on addressing the items identified and that they be completed before the next hearing.

Mayor Leichy asked **Jones** to help identify the items that needed to be cleaned up in the yard. Jones said some of the items included lumber, a washer, dryer, stove and dishwasher, which all need to be removed. He said he needed a dumpster for all the items. He asked about the availability of a trash trailer from the City.

In response to questions from **Mayor Leichy and Jones**, **Street Commissioner David Gibbs** discussed the trash disposal options that the City could offer and the time a trailer could be available.

Board member Landis said he might have some ideas for helping **Jones** but suggested a motion first. **Mayor Leichy** said she was seeking to develop a motion to address the situation with clear guidance.

Jones said he had other items that needed to be thrown away, adding that he "had a problem with organization."

Mayor Leichy said that was fine and was why this was all being discussed.

Jones said he has two pop-up campers on the site on a gravel surface. He said he would like to keep them but will remove them if required. He said there were other miscellaneous items, including books, that can be removed.



Mayor Leichty said the books could be donated to Fables Books downtown. **Jones** said there were many other items that needed to be sorted through and then thrown away, He said it made life harder to live after “having accumulated way too much and you don’t have anywhere to put it.” **Mayor Leichty** responded, “It is hard. Even the sorting process can be hard. I understand.”

Jones responded, “But I’ve got to do it. And it’s been cold. ...I don’t know if the pop-up campers need to go, but if I have to, it’s going to be a loss. I know that there’s a shed and in between the shed there are miscellaneous things like doors that are no good, air conditioner parts. Probably a lot of scrap can go. I put a pretty big dent into what I have last year, but I still have a lot to more. I need to work on all that.” He said he wished people could help him.

Eash said one “blanket” requirement that the Board could impose would be that **Jones** bring the exterior of the property into compliance with the Neighborhood Preservation Ordinance and City zoning ordinances.

Board member Landis asked if keeping lumber under a tarp for construction was allowed. **Eash** said he wasn’t sure, but it would depend on how long the material has been on the site.

Mayor Leichty/Board member Nichols then made a motion to table consideration of the City Building Commissioner’s order to March 28, 2024 contingent on the Board receiving a report from Christopher Jones’ attorney on the state of litigation, and that ideally the attorney would appear before the Board, and that Jones clean up the yard in accordance with the Neighborhood Preservation and the zoning ordinance, specifically getting rid of accumulated items, including cars, lumber, appliances, books, doors, air conditioning parts, scrap, and any other things that would not be in compliance with the Neighborhood ordinance. Motion passed 4-0.

Approval of Civil City and Utility Claims

As all matters before the Board of Public Works & Safety were concluded, Mayor Leichty/Board member Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

Adjournment

Mayor Leichty adjourned the Board of Works meeting at 4:56 p.m.

EXHIBIT #1: A memorandum and report by City Building Inspector Travis Eash, distributed to Board members and dated Feb. 29, 2024, on the property at 425 North 9th Street. The 31-page packet included a Feb. 16, 2022 report and photos by Eash based on a Dec. 28, 2021 inspection of the property, a June 11, 2023 report (with photographs) by Rick D. Keller of Keller Engineering, Inc. and a Oct. 20, 2023 email to Eash from James K. Kalka Jr. of CPR Claims of Osceola with an update on work on the property. The report was submitted during and for consideration of agenda item #5.

APPROVED:

Mayor Gina Leichty



Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

To: The Board of Public Works & Safety

From: Brandy Toms

Date: March 7, 2024

Subject: Agreement with Cripe Design LLC for design development phase for Annex renovations.

The City seeks to enter into an agreement with Cripe Design LLC for the design development phase for the Goshen Annex renovations project. Cripe Design LLC shall be compensated \$132,142.50 for the scope of work under this agreement.

It is requested that the Board approve and authorize Mayor Leichty to execute, this agreement with Cripe Design LLC at a cost of \$132,142.50.

Suggested Motion: To approve and authorize Mayor Leichty to execute the Agreement with Cripe Design LLC for the design development phase of the City Annex Building at a cost of \$132,142.50.



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty-third day of February in the year two thousand twenty four
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The City of Goshen
205 S 5th Street
Goshen, IN 46528

and the Architect:
(Name, legal status, address and other information)

Gregory A Kil & Associates, Inc.
(d/b/a) Kil Architecture / Planning
1126 Lincolnway East
South Bend, IN 46601
Telephone Number: (574) 288-2654
Fax Number: (574) 289-2420

for the following Project:
(Name, location and detailed description)

The Goshen Annex Remodeling
204 E Jefferson, Goshen IN 46528

Provide Architectural Design Services for the Design Development phase for the Goshen Annex renovations as per the the following reports and drawings prepared by Cripe Design:

- Schematic Design Drawings for Option 2 dated 02/10/2023 (Exhibit B)
- Architectural Narrative dated February 10, 2023 (Exhibit C)
- Mechanical/Electrical Investigation report dated February 9, 2023 (Exhibit D)
- Code Approach report dated December 16, 2022 (Exhibit E)

It is understood, once the Design Development Plans and Specifications have been approved by Owner, the Project Construction will be completed using a BOT (Build-Operate-Transfer) Contract between the Owner and Builder. Development of the Construction/Permit Documents, Bidding and Construction Administration may be an extension of this Agreement between the Owner and Architect.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

- .2 Construction commencement date:

- .3 Substantial Completion date or dates:

- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mark Brinson, Community Development Director, City of Goshen
Office:574-537-3824
Mobile 574-238-4893

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Jacob Yoder Magnus Engineering
63501 Beech Road
Wakarusa, IN 46573
Telephone Number: 574-221-1700
Email: jyoder@magnuseng.com

.2 Mechanical Engineer:

Jim Sabinas, PE Prodecomm Engineering, Inc
140 N Main Street
P.O. Box 310
North Liberty, IN 46554
Telephone Number: (574) 656-9956
Email: jsabinas@prodecomm.com

.3 Electrical Engineer:

Jim Sabinas, PE, Prodecomm Engineering, Inc.
140 N Main Street
P.O. Box 310
North Liberty, IN 46554
Telephone Number: (574) 656-9956
Email: jsabinas@prodecomm.com

.4 Consulting Architect:

Daniel Cripe, RA, Principal Architect, Cripe Design

22469 State Road 120
Elkhart, IN 46516
Telephone Number: 574-226-0249
Email: daniel.cripedesign@gmail.com

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars and zero cents (\$ 1,000,000.00) for each occurrence and two million dollars and zero cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

Init.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars and zero cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars and zero cents (\$ 1,000,000.00) each accident, one million dollars and zero cents (\$ 1,000,000.00) each employee, and one million dollars and zero cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars and zero cents (\$ 1,000,000.00) per claim and two million dollars and zero cents (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;

- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Provided as Alternate 1 if selected by Owner
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Alternate 1: Detailed Cost Estimating – If selected by Owner, Blundall Associates, Inc to provide a detailed Cost Estimate based on the Approved Design Development Phase. This Alternate to be performed for an allowance of \$4,000.00 (four thousand dollars).

Alternate 2: Assist City in selection of contractor for BOT (Build/Operate/Transfer) method of construction delivery. This consultation would include assistance with the development of an RFQ for the BOT method, communication

init.

with 4-6 potential contractors, review of Qualifications and can attend interview with selected short list as directed by Owner. This consultation will be billed on an hourly rate basis.

Alternate 3: For design during the Construction Documents Phase (Section 3.4 above), if the BOT Contractor would like to use an alternate Mechanical, Electrical, Plumbing Engineer for providing the Stamped Mechanical, Electrical and Plumbing Construction and State Submittal Documents for the project at the Contractor's own expense, Deduct \$8,000.00.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Ten (10) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4

§ 5.5 The Owner shall furnish engineers for evaluations of hazardous materials with written reports and appropriate recommendations if required.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES –

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. The Owner will be provided with prints (digital PDF and/or hardcopies) of the plans and specs of the project for use in bidding and construction the building improvements as long as the Architect is paid for this consultation. The Owner will be allowed to keep copies of these documents for future reference and for their archive.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration
(Paragraphs deleted)
 §

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Total Design Fee for Design Development, Construction Documents, Bidding and Construction Administration : \$293,650.00 broken down as follows:

Scope of Work and Compensation Covered Under this Agreement:
Design Development Phase: \$132,142.50

Scope and Fee to Be Approved at a future date by means of an Amendment to this Agreement:

Construction Documents Phase: \$132,000.00 (Scope and Fee for Construction Documents is not part of this Agreement. Construction Documents Phase may be engaged via an Amendment to this Agreement.)

Bidding and Construction Administrative Phase: \$29,507.50 (Scope and Fee for Construction Administration is not part of this Agreement. Construction Administration Phase will be engaged via an Amendment to this Agreement.)

- .2 Percentage Basis
(Insert percentage value)

()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (%)
Design Development Phase	Forty five	percent (45	%)
Construction Documents Phase	Forty five	percent (45	%)
Procurement Phase	Two	percent (2	%)
Construction Phase	Eight	percent (8	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Principal Architect	\$195.00/hour
Consulting Architect	\$160.00/hour
Project Architect, Level II	\$150.00/hour
Project Architect, Level I	\$120.00/hour

Senior Architectural Designer	\$110.00/hour
Administrative	\$110.00/hour
Graduate Architect, Level III	\$109.00/hour
Graduate Architect, Level II	\$100.00/hour
Graduate Architect, Level I	\$95.00/hour
Project Designer	\$102.00/hour
Technical CAD Designer	\$99.00/hour
Intern Architect, Level III	\$75.00/hour
Intern Architect, Level II	\$65.00/hour
Intern Architect, Level I	\$60.00/hour
Clerical Staff	\$50.00/hour

These rates are subject to review and may be changed at the beginning of each calendar year

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1 ½ % per month (eighteen percent per annum)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

This contract is for the Design Development Phase of the the Project only. The Schematic Design for this project has been completed under a separate agreement. Once the Design Development has been completed and approved the by the Owner, the Architect and Owner will engage in the Construction Documents, Bidding and Construction Administration portion of this agreement with authorization by means of an amendment to this Agreement

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- Exhibit B - Schematic Design Drawings for Option 2 dated 02/10/2023.
- Exhibit C - Architectural Narrative dated February 10, 2023
- Exhibit D - Mechanical/Electrical Investigation report dated February 9, 2023

Exhibit E - Code Approach report dated December 16, 2022
Exhibit F – Standard Work Scope Qualifications 9.7.2

- 4 Other documents:
(List other documents, if any, forming part of the Agreement.)

2024 Work Scope Qualifications

This Agreement entered into as of the day and year first written above.

- See attached Signature Page-

OWNER (Signature)

(Printed name and title)

- See attached Signature Page-

ARCHITECT (Signature)

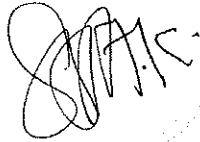
Gregory A Kil, President, NCARB, AIA, Architect
(Printed name, title, and license number, if required)

To select the Alternate Consultation (Section 4.1.2.1) please initial the sections below:

Alternate 1:	Detailed Cost Estimating (\$4,000.00)	_____	_____
		Initials	date
Alternate 2:	Assistance with BOT Contractor RFQ and Selection (Hourly Rate)	_____	_____
		Initials	date
Alternate 3:	BOT Contractor alternate MEP Engineer (-\$8,000.00 from Construction Documents Fee)	_____	_____
		Initials	date

Init.

Signatures Page



Digitally signed by
Gregory A. Kil,
NCARB, AIA Architect
Date: 2024.02.27
16:20:00 -05'00'

Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:15:48 ET on 02/27/2024.

PAGE 1

AGREEMENT made as of the twenty-third day of February in the year two thousand twenty four

...

The City of Goshen
205 S 5th Street
Goshen, IN 46528

...

Gregory A Kil & Associates, Inc.
(d/b/a) Kil Architecture / Planning
1126 Lincolnway East
South Bend, IN 46601
Telephone Number: (574) 288-2654
Fax Number: (574) 289-2420

...

The Goshen Annex Remodeling
204 E Jefferson, Goshen IN 46528

Provide Architectural Design Services for the Design Development phase for the Goshen Annex renovations as per the the following reports and drawings prepared by Cripe Design:

- Schematic Design Drawings for Option 2 dated 02/10/2023 (Exhibit B)
- Architectural Narrative dated February 10, 2023 (Exhibit C)
- Mechanical/Electrical Investigation report dated February 9, 2023 (Exhibit D)
- Code Approach report dated December 16, 2022 (Exhibit E)

It is understood, once the Design Development Plans and Specifications have been approved by Owner, the Project Construction will be completed using a BOT (Build-Operate-Transfer) Contract between the Owner and Builder. Development of the Construction/Permit Documents, Bidding and Construction Administration may be an extension of this Agreement between the Owner and Architect.

PAGE 3

Mark Brinson, Community Development Director, City of Goshen
Office:574-537-3824
Mobile 574-238-4893

PAGE 4

Jacob Yoder Magnus Engineering
63501 Beech Road
Wakarusa, IN 46573

Telephone Number: 574-221-1700
Email: jyoder@magnuseng.com

Jim Sabinas, PE Prodecomm Engineering, Inc
140 N Main Street
P.O. Box 310
North Liberty, IN 46554
Telephone Number: (574) 656-9956
Email: jsabinas@prodecomm.com

.3 Electrical Engineer:

Jim Sabinas, PE, Prodecomm Engineering, Inc.
140 N Main Street
P.O. Box 310
North Liberty, IN 46554
Telephone Number: (574) 656-9956
Email: jsabinas@prodecomm.com

4 Consulting Architect:
Daniel Cripe, RA, Principal Architect, Cripe Design
22469 State Road 120
Elkhart, IN 46516
Telephone Number: 574-226-0249
Email: daniel.cripedesign@gmail.com

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars and zero cents (\$ 1,000,000.00) for each occurrence and two million dollars and zero cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars and zero cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars and zero cents (\$ 1,000,000.00) each accident, one million dollars and zero cents (\$ 1,000,000.00) each employee, and one million dollars and zero cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars and zero cents (\$ 1,000,000.00) per claim and two million dollars and zero cents (\$ 2,000,000.00) in the aggregate.

PAGE 11

§ 4.1.1.1 Programming	<u>Not Provided</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>

§ 4.1.1.8	Civil engineering	<u>Not Provided</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Provided as Alternate 1 if selected by Owner</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>

PAGE 12

Alternate 1: Detailed Cost Estimating – If selected by Owner, Blundall Associates, Inc. to provide a detailed Cost Estimate based on the Approved Design Development Phase. This Alternate to be performed for an allowance of \$4,000.00 (four thousand dollars).

Alternate 2: Assist City in selection of contractor for BOT (Build/Operate/Transfer) method of construction delivery. This consultation would include assistance with the development of an RFQ for the BOT method, communication with 4-6 potential contractors, review of Qualifications and can attend interview with selected short list as directed by Owner. This consultation will be billed on an hourly rate basis.

Alternate 3: For design during the Construction Documents Phase (Section 3.4 above), if the BOT Contractor would like to use an alternate Mechanical, Electrical, Plumbing Engineer for providing the Stamped Mechanical, Electrical and Plumbing Construction and State Submittal Documents for the project at the Contractor's own expense, Deduct \$8,000.00.

PAGE 14

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Ten (10) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground erosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations engineers for evaluations of hazardous materials with written reports and appropriate recommendations if required.

PAGE 16

ARTICLE 7 COPYRIGHTS AND LICENSES _

...

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. The Owner will be provided with prints (digital PDF and/or hardcopies) of the plans and specs of the project for use in bidding and construction the building improvements as long as the Architect is paid for this consultation. The Owner will be allowed to keep copies of these documents for future reference and for their archive.

PAGE 18

[] Litigation in a court of competent jurisdiction

...

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§

PAGE 20

Total Design Fee for Design Development, Construction Documents, Bidding and Construction Administration : \$293,650.00 broken down as follows:

Scope of Work and Compensation Covered Under this Agreement:

Design Development Phase: \$132,142.50

Scope and Fee to Be Approved at a future date by means of an Amendment to this Agreement:

Construction Documents Phase: \$132,000.00 (Scope and Fee for Construction Documents is not part of this Agreement. Construction Documents Phase may be engaged via an Amendment to this Agreement.)

Bidding and Construction Administrative Phase: \$29,507.50 (Scope and Fee for Construction Administration is not part of this Agreement. Construction Administration Phase will be engaged via an Amendment to this Agreement.)

PAGE 21

Design Development Phase	<u>Forty five</u>	percent (<u>45</u>)	%)
Construction Documents Phase	<u>Forty five</u>	percent (<u>45</u>)	%)
Procurement Phase	<u>Two</u>	percent (<u>2</u>)	%)
Construction Phase	<u>Eight</u>	percent (<u>8</u>)	%)

...

<u>Principal Architect</u>	<u>\$195.00/hour</u>
<u>Consulting Architect</u>	<u>\$160.00/hour</u>
<u>Project Architect, Level II</u>	<u>\$150.00/hour</u>
<u>Project Architect, Level I</u>	<u>\$120.00/hour</u>
<u>Senior Architectural Designer</u>	<u>\$110.00/hour</u>
<u>Administrative</u>	<u>\$110.00/hour</u>
<u>Graduate Architect, Level III</u>	<u>\$109.00/hour</u>
<u>Graduate Architect, Level II</u>	<u>\$100.00/hour</u>
<u>Graduate Architect, Level I</u>	<u>\$95.00/hour</u>
<u>Project Designer</u>	<u>\$102.00/hour</u>
<u>Technical CAD Designer</u>	<u>\$99.00/hour</u>
<u>Intern Architect, Level III</u>	<u>\$75.00/hour</u>
<u>Intern Architect, Level II</u>	<u>\$65.00/hour</u>
<u>Intern Architect, Level I</u>	<u>\$60.00/hour</u>
<u>Clerical Staff</u>	<u>\$50.00/hour</u>

These rates are subject to review and may be changed at the beginning of each calendar year

PAGE 23

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1 ½ % per month (eighteen percent per annum)

...

This contract is for the Design Development Phase of the the Project only. The Schematic Design for this project has been completed under a separate agreement. Once the Design Development has been completed and approved the by the Owner, the Architect and Owner will engage in the Construction Documents, Bidding and Construction Administration portion of this agreement with authorization by means of an amendment to this Agreement

...

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- Exhibit B - Schematic Design Drawings for Option 2 dated 02/10/2023.
- Exhibit C - Architectural Narrative dated February 10, 2023
- Exhibit D - Mechanical/Electrical Investigation report dated February 9, 2023
- Exhibit E - Code Approach report dated December 16, 2022
- Exhibit F – Standard Work Scope Qualifications 9.7.2

PAGE 24

2024 Work Scope Qualifications

...

Gregory A Kil, President, NCARB, AIA, Architect

...

To select the Alternate Consultation (Section 4.1.2.1) please initial the sections below:

Alternate 1: Detailed Cost Estimating (\$4,000.00)

 Initials date

Alternate 2: Assistance with BOT Contractor RFQ and Selection (Hourly Rate)

 Initials date

Alternate 3: BOT Contractor alternate MEP Engineer (-\$8,000.00 from Construction Documents Fee)

 Initials date

Certification of Document's Authenticity

AIA® Document D401™ – 2003

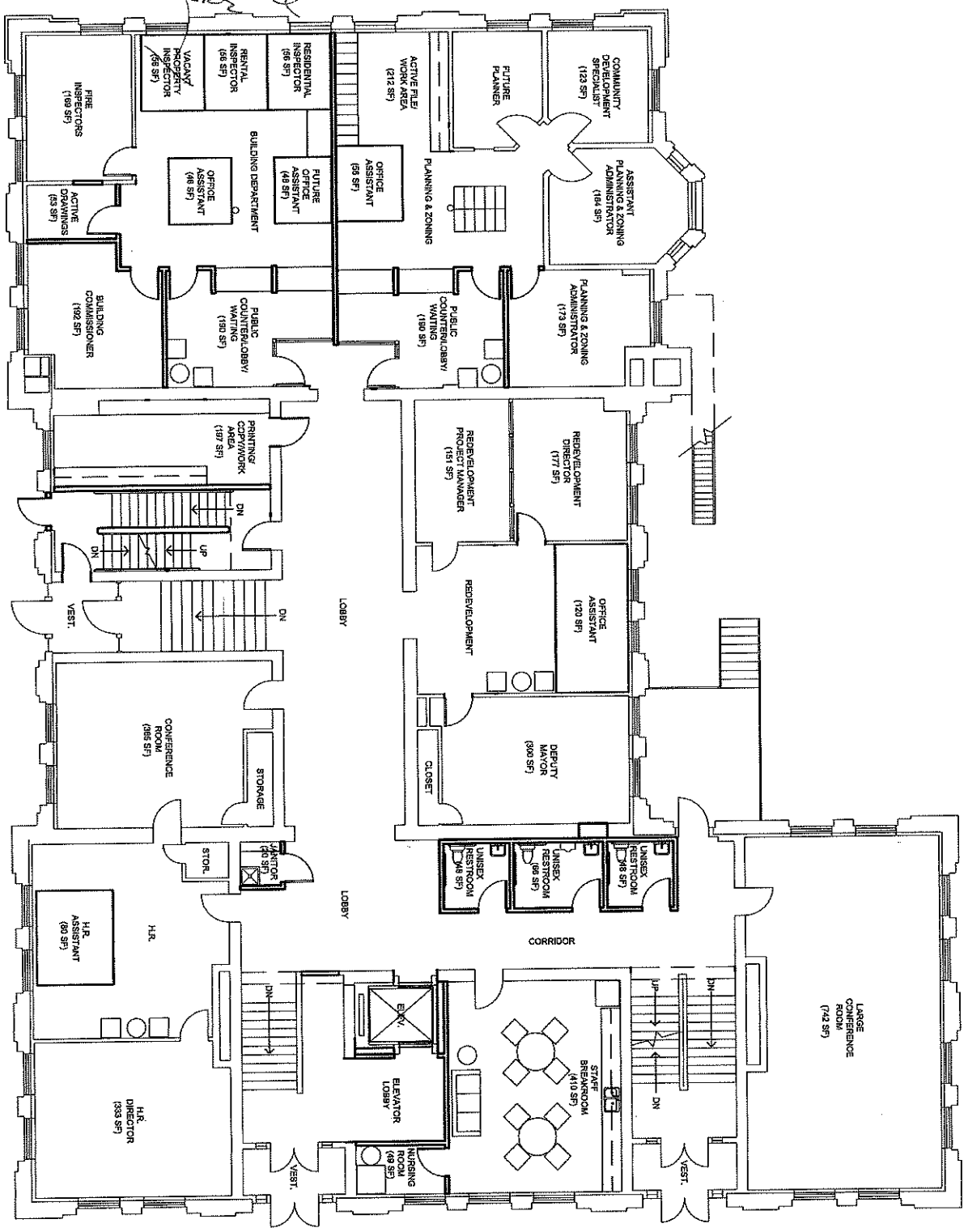
I, Gregory A Kil, NCARB, AIA / Principal Architect, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:15:48 ET on 02/27/2024 under Order No. 2114423147 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Commercial Inspector

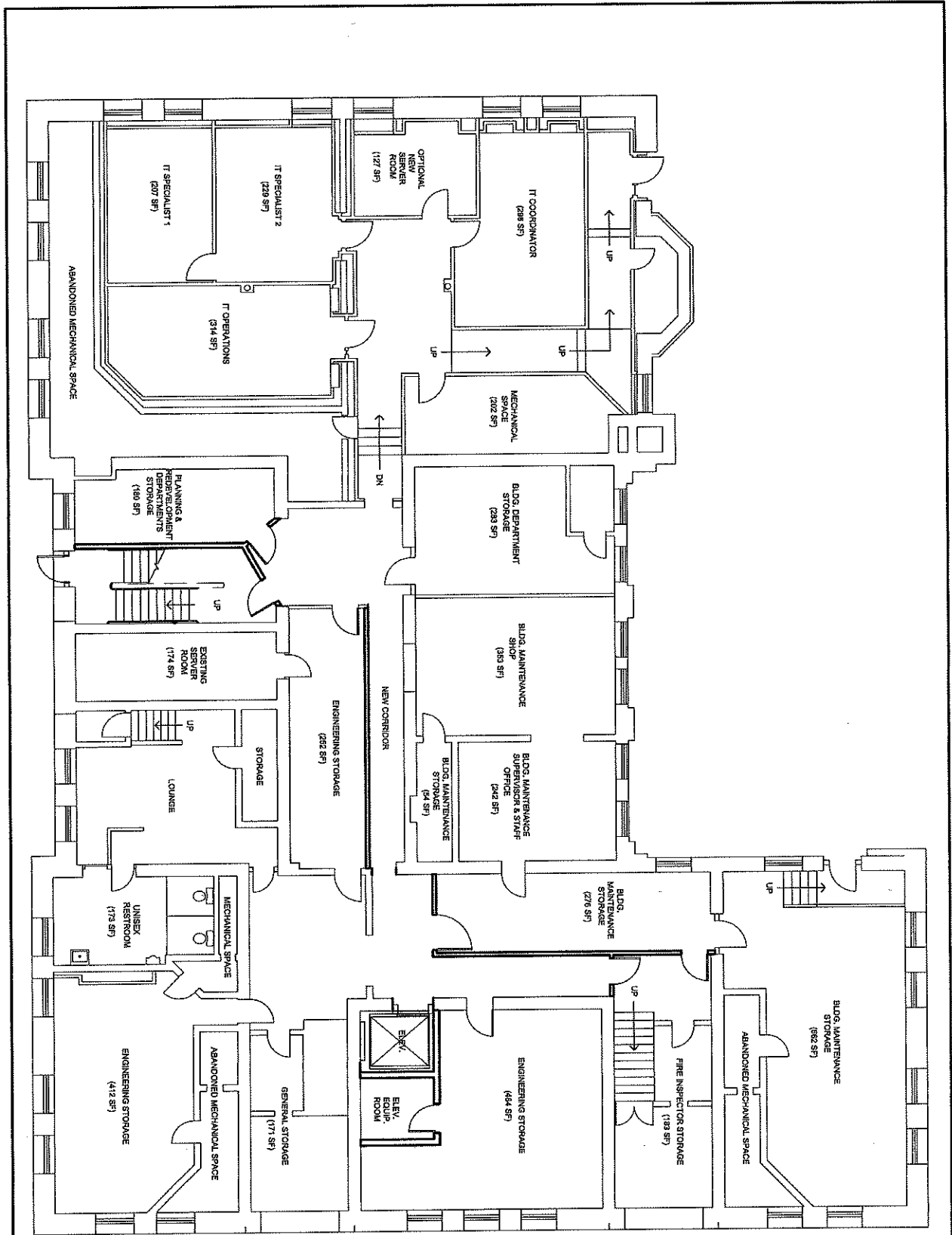


2A Main Level Plan
 Scale: 1"=10'-0"

Option 2	Project No.	21005
	Date	02/10/23
	Scale	1"=10'-0"
Title MAIN LEVEL PLAN		

**GOSHEN MUNICIPAL
 ANNEX RENOVATION
 STUDY**





2C

Basement Level Plan

Scale: 1"=10'-0"



Option 2

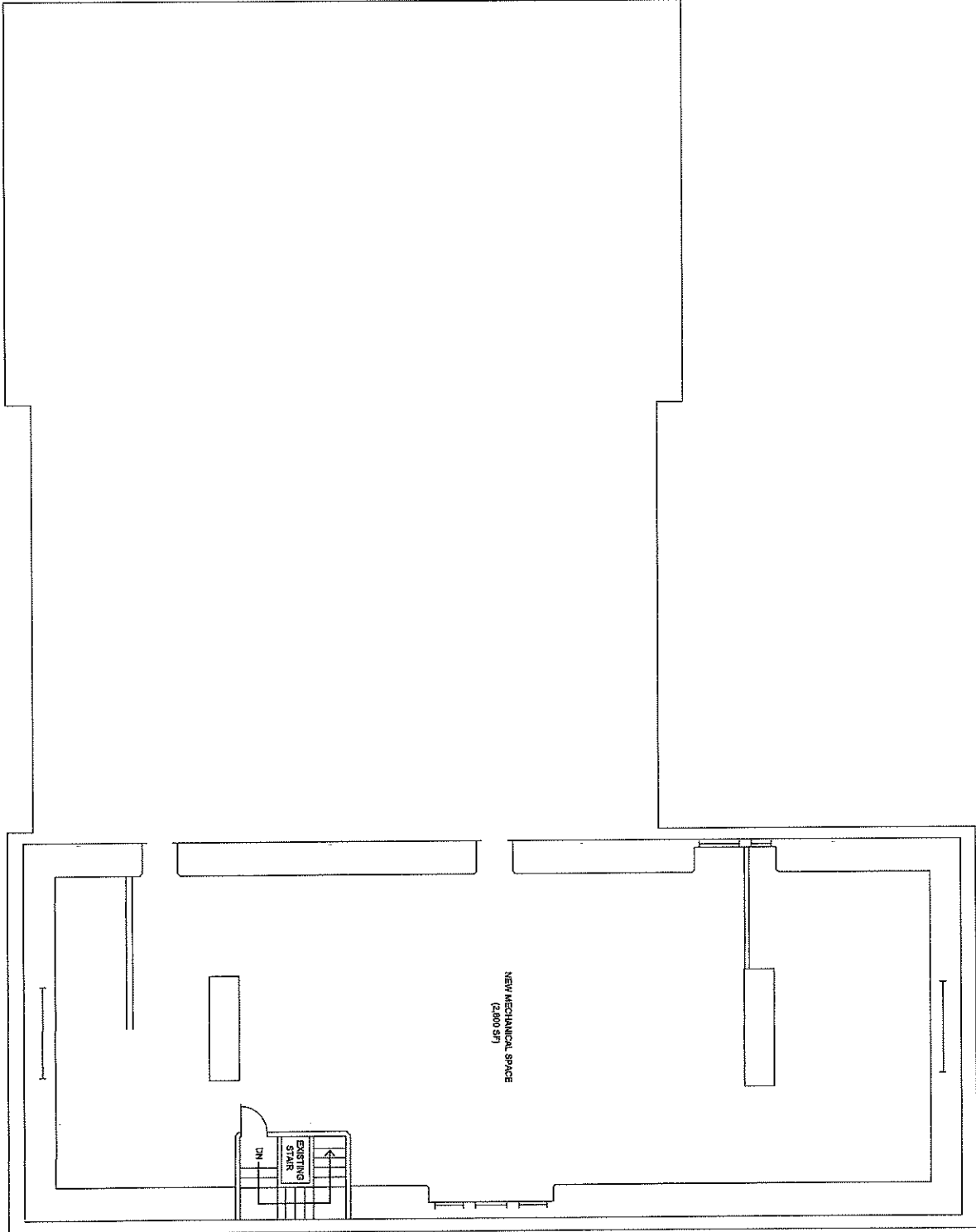
Project No. 21005
Date 02/10/23

GOSHEN MUNICIPAL ANNEX RENOVATION STUDY



766 BASEMENT LEVEL PLAN

Scale 1"=10'-0"



2D

Third Level Plan

Scale: 1" = 10'-0"



Option 2

Project No.	21005
Date	02/10/23
Scale	1"=10'-0"

GOSHEN MUNICIPAL ANNEX RENOVATION STUDY



Title: **THIRD LEVEL PLAN**

Goshen Municipal Annex Study

Cost Analysis

February 10, 2023

Architectural Narrative: (Please note that all plans are oriented with North facing toward the bottom of the plans.)

Exterior: (Refer to included photos and original plans X-2198-plan set)

1. **Roof Replacement:** The roof is a combination of roofing materials. The majority of the existing roof is a Spanish barrel shaped red tile and the remainder is a built-up flat roof area. The flat roof area will be replaced with a single membrane type roofing material. The Spanish tile can be restored either by removing all existing tile, repairing as needed the existing wood roof deck, proper new underlayment, and since there is an attic stock of replacement tiles, using attic stock to replace broken tiles and reuse salvaged existing tiles or replace all tiles with a new synthetic tile whichever is most economical. Add new membrane liner for all existing built-in gutters. (see dimensioned roof plan X-2198-Roof.pdf)
2. **Facia/Soffit/Cornice:** The existing Facia, Soffit and Cornice are formed galvanized iron sheets. All of which appear to be in good condition. Clean and remove loose paint, prime and apply 2 new coats of paint.
3. **Stone and Brick:** Existing stone and brick masonry are in good shape. Existing mortar joints are in fair to good shape. Clean all stone and brick masonry. Remove and tuck-point joints as required. Assume repair/replacing approximately 40% of the existing mortar joints.
4. **Windows Repair/Replacement:**
Option A: Replace 75% of existing windows with new fixed insulated glass thermal units with similar design characteristics. Replace the remaining 25% of existing windows with new operable single-hung insulated glass thermal units with similar design characteristics. Include all new perimeter sealants.
Option B: Most of the existing windows are operable. Repair 75% of existing windows by sealing them in-place as fixed windows, clean, seal, prime and paint (2) coats, and install fixed interior storm windows. Repair the remaining 25% of existing windows maintaining their operable venting capabilities, clean, seal, prime and paint (2) coats, and install operable interior storm windows. Include all new perimeter sealants. Repair existing stained glass windows at existing entrances/stairs; clean, seal and install new interior storms.
5. **Exterior Doors:** Clean, replace sealants around door frame and sidelights if applicable, paint (2) coats. Assume existing hardware is in good condition.

6. Existing Steel Fire Escape Stair and Landing: clean off rust and loose paint, prime and paint (2) coats.

Interior:

OPTION 1: Does not include a new Fire Suppression System. (Reference Schematic Floor Plans 1A through 1D)

General:

1. Include a new Hydraulic, 4-stop, 2-door, Elevator and Shaft. Provide a Phase I emergency recall operation and Phase II emergency in-car operation. Elevator chase includes partial existing multi-wythe brick masonry with plaster & lath finish. New walls will be 8" CMU only at Basement and 8" CMU with metal stud framed wall with drywall to conceal block where appropriate on Main and Upper levels. New walls at the new Elevator Equipment room to be unpainted 8"CMU with new hollow metal door and frame.
2. Include the new north 1-hour rated enclosed Stairway; from Basement to Second Floor and cap at the existing ceiling of the large open space with two layers of 5/8" type 'X' drywall. Stairs to be wood construction with stained/finished tread, risers and stringers. Guardrails to be stained wood, mission style, construction with 2" square vertical balustrade capped with an ornamental rail to match existing (see photos) Handrails to be 1-1/2" dia. stained wood. Landings to be finished hardwood flooring. Walls to be 1-hour rated 5/8" painted drywall. Ceilings and under stair finishes to be painted drywall. New Exterior door and frame to be painted insulated metal with interior panic hardware and no exterior hardware.
3. (6) New single use Restrooms on the Main and Upper Levels. tile floors, wall tiled fixture wall, remaining walls and ceiling; painted drywall. Include 24"wx36"h mirror over lav. Include standard toilet accessory package for each restroom.
4. New doors and frames, on the Main and Upper Level's shall be fire rated stained wood doors, frames shall be painted fire rated hollow metals frame with stained wood trim around the perimeter of the metal frames. Hardware; standard hinges/locksets/stops and closers with rubbed bronze finish.
5. All new wall base throughout to be stained wood to match existing. Salvage and reuse base in areas where existing partitions are removed, if possible.
6. The existing Roof is not insulated. Lay-in or blow-in a flame spread compatible 12" thick insulation on top of the east wing large room ceiling in the Attic space.
7. Open Office workstations are considered furniture and not included in this estimate.

8. Southwest existing stairway extends from Basement to the Upper Level: Install new rated walls and patch any openings at all floor levels to totally enclose the existing stair shaft to create a 1-hour rated enclosure from the Basement to the roof. Restore/refinish existing stair treads, risers, stringers, railings, wall base, wall trim and landings. Patch and paint existing plaster walls & ceilings. Include new 1-1/2" diameter, stained wood handrails on both sides of existing stairs. At the Upper level, add a Third Level secondary entrance with a new Ladder and fire-rated hatch to the Third Level as shown in the drawings.
9. Northwest existing stairway: close any openings at the Upper level floor line and enclose the existing stair shaft to create a 1-hour rated stair enclosure from the Upper level floor to the roof deck. Existing stair treads, risers, stringers, railings, wall base, wall trim and landings to remain as is. Patch and paint existing plaster walls & ceilings as required to achieve a 1-hour rated stair shaft. Include new 1-1/2" diameter, stained wood handrails on both sides of existing stairs.
10. All new Casework shall include stained wood bases and upper cabinets. Counters and backsplashes shall be solid surface.
11. Where the existing floor structures and finishes are demolished adjacent the new Elevator shaft and new north stair shaft, install new wood floor framing to replace existing as required. Install new painted 5/8" type 'X' drywall on the underside of new floor framing and seal tight against the exterior of the new shaft. Install new 3/4" plywood subfloor with blocking to flush finishes with existing adjacent floor finishes. Main Level: Tile finish at new handicapped entrance to new Elevator, carpet in new Nursing Room, patch-in wood flooring to match existing at Printing/Work area. Upper Level: Carpet in Legal Archive Storage, Asset Manager office and Conference Room.
12. Vertical openings between floors will be protected by 1-hour fire resistance rating including; shafts, penetrations of floors and stairways.
13. All floor levels with new HVAC systems will have new or reused ductwork that will serve a single floor level only and not penetrate floor/ceilings between floor levels.
14. Include a new automatic fire alarm system with smoke detectors throughout the entire building. Heat detectors can be substituted where smoke detectors are not suitable.

Upper Level:

1. East and West Wings: Include new insulated 3-5/8" metal stud frame to cover the existing perimeter exterior walls with painted 5/8" drywall floor to existing ceiling. Include new stained wood window jamb/head/sill extensions and refinish and move existing window trim to new wall surface. Remove/refinish/reuse existing wood wall base.
2. East and West Wings: All new interior partitions to be insulated 3-5/8" metal stud frames with painted 5/8" type 'X' drywall both sides floor to existing ceilings. Include new stained wood base to match existing.

3. West Wing main corridor/Lobby area flooring: salvage and spot repair existing wood strip flooring. Refinish flooring to match Main floor corridor. Upper Level Restrooms tile floors, Storage Rooms and Janitor space include new LVL flooring. All Upper Level private and open offices to be finished with new carpeted floors.
4. West Wing Only: Existing ceilings are plaster & lath. Install new 5/8" type 'X' drywall over existing ceiling plaster and/or add furring at areas where existing plaster was removed and install new drywall over the furring. The new drywalled ceilings will be painted and exposed to view. Corridors are required to be 1-hour rated.
5. East Wing Only: the existing east wing ceiling, in the large room, is comprised of smooth plaster & lath coffers border by ornamental plaster beams, brackets and ornamental wall areas above windows. All new perimeter partitions bordering the Open Office Space will be fire-rated walls extending from floor to existing ceiling. The existing ornamental ceiling, over the Open Office Space, will be the only ceiling area of the existing large room that will be exposed. Some of the beams, brackets, and ornamental wall areas have been damaged by past roof leaks. Restore the damaged plaster to match existing ornament and profiles that will be exposed over the Open Office Space only. Include three different paint colors for an artistic painting of the exposed restored plaster beams and brackets. Cover the existing damaged plaster coffer ceiling panels with new 5/8" type 'X' drywall at damaged plaster areas or if repairable, patch existing plaster and cover repaired plaster or new drywall with new glued-on acoustical tiles. The existing ornamental ceiling located over the new perimeter offices and ancillary spaces will be concealed and not exposed. Patch the existing plaster, that is missing, to achieve a fire-rating between the Upper level and the Attic space above the East Wing.
6. East Wing Only. New Ceilings over the perimeter Offices and Ancillary spaces will be 2'x2' suspended acoustical ceiling tile and grid. New ceiling heights will be at the top of the existing windows at approximately 12'-0" above the floor.

Main Level:

1. All new interior partitions to be insulated 3-5/8" metal stud frames with painted 5/8" drywall both sides floor to ceiling. Include new stained wood base to match existing where salvaged base is not possible.
2. New interior partition doors, frames and interior windows: Frames shall be fire-rated painted hollow metal frames, doors to be fire-rated solid core wood stained veneer. Windows: fire rated clear glazing with sills at 36" above the floor with heads to match door height. Add stained wood trim, to match existing, around the perimeter of the new painted hollow metal frames.
3. Counters in Planning & Zoning and Building departments to match existing counter materials and design (see photos). One counter height to be set for handicapped accessibility the other set at 40" above the finished floor.

- Existing floor finishes throughout are finished existing wood slat floors. Where existing partitions are removed, patch floor as required and refinish to blend and match existing floors.

Basement Level:

- All new interior partitions to be insulated 3-5/8" metal stud frames with painted 5/8" drywall both sides floor to ceiling. Include new painted wood base to match existing where salvaged base is not possible.
- New interior partition doors and frames: Frames shall be fire-rated painted hollow metal frames, doors to be fire-rated solid core wood painted veneer.
- Floors: Floor finishes at the southwest stair area to be exposed existing concrete. Finishes at the new north stair is carpet inside and outside of the new stair. Finishes at new storage rooms adjacent the Elevator and north stair to be existing. New corridor spaces leading to the southwest stair to be existing exposed concrete.

Third Level:

- Install a new fire-rated enclosure with 3-5/8" metal stud framing for the walls and 6" for ceiling and 5/8" type 'X' drywall on both sides of the framing. Install new fire-rated hollow metal door and frame with panic hardware on the exterior side of the enclosure and standard hinges, push/pull and closer. New ceiling enclosure cap at 8'.

OPTION 2: Include a new Fire Suppression system with active monitored building fire alarm throughout the entire existing building. (Reference Schematic Design Floor Plans 2A through 2D)

General:

- Include a new Hydraulic, 4-stop, 2-door, Elevator and Shaft. Provide a Phase I emergency recall operation and Phase II emergency in-car operation. Elevator chase includes partial existing multi-wythe brick masonry with plaster & lath finish. New walls will be 8" CMU only at Basement and 8" CMU with 2x4 framed wall with drywall to conceal block where appropriate on Main and Upper levels. New walls at the new Elevator Equipment room to be unpainted 8" CMU with new hollow metal door and frame.

2. Include the new north enclosed Stairway; from Basement to Second Floor and cap with a new drywall ceiling height to match new interior partitions in the existing large room. Stairs to be wood construction with stained/finished tread, risers and stringers. Guardrails to be stained wood, mission style, construction with 2" square vertical balustrade capped with an ornamental rail to match existing (see photos) Handrails to be 1-1/2" dia. stained wood. Landings to be finished hardwood flooring. Walls to be 5/8" painted drywall. Ceilings and under stair finishes to be painted drywall. New Exterior door and frame to be painted insulated metal with interior panic hardware and no exterior hardware.
3. (6) New single use Restrooms on the Main and Upper Levels. Tile floors, wall tiled fixture wall, remaining walls and ceiling; painted drywall. Include 24"wx36"h mirror over lav. Include standard toilet accessory package for each restroom.
4. New doors and frames, on the Main and Upper Level's main corridors/Lobbies, not including restrooms or ancillary spaces, serving main entrances to departments shall be stained 5 panel doors, frames and fixed textured glass transoms to match existing. All other new doors on the Main and Upper Levels shall be stained 5 panel doors and frames to match existing. Hardware; standard hinges/locksets/stops with rubbed bronze finish. Salvage and reuse existing doors and frames in areas where existing partitions are removed, if possible.
5. All new wall base throughout to be stained wood to match existing. Salvage and reuse base in areas where existing partitions are removed, if possible.
6. The existing Roof is not insulated. Include a spray type insulation adhered to the underside of the wood roof deck in the Attic space over the large existing upper level space and the exposed roof deck at the Third Level new mechanical space. The new Fire Suppression system can be a wet system throughout.
7. Open Office workstations are considered furniture and not included in this estimate.
8. Southwest existing stair: Restore/refinish existing stair treads, risers, stringers, railings, wall base, wall trim and landings. Patch and paint existing plaster walls & ceilings. Include new 1-1/2" diameter, stained wood handrails on both sides of existing stairs.
9. Northwest existing stair: existing stair treads, risers, stringers, railings, wall base, wall trim and landings to remain as is. Patch and paint existing plaster walls & ceilings. Include new 1-1/2" diameter, stained wood handrails on both sides of existing stairs.
10. All new Casework shall include stained wood bases and upper cabinets. Counters and backsplashes shall be solid surface.
11. Where existing floor structures and finishes are demolished adjacent the new Elevator and new north stair, install new wood floor framing to replace existing as required. Install new painted 5/8" drywall on the underside of new floor framing flush with existing finishes. Install new 3/4" plywood subfloor with blocking to flush finishes with existing adjacent floor finishes. Main Level: Tile floor finish at new handicapped entrance to new Elevator, carpet in new Nursing Room, patch-in wood flooring to match

existing at Printing/Work area. Upper Level: Carpet in Legal Archive Storage, Carpet in the Asset Manager office and Conference Room.

Upper Level:

1. West Wing Only: Include new insulated 2x4 wood frame to cover the existing perimeter exterior walls with painted 5/8" drywall floor to ceiling. Include new stained wood window jamb/head/sill extensions and refinish and move existing window trim to new wall surface. Remove/refinish/reuse existing wood wall base.
2. East Wing Only: Include new insulated 2x4 wood frame to cover the perimeter existing exterior walls with painted 5/8" drywall from floor to top of windows. Include new stained wood window jamb/head/sill extensions and refinish and move existing window trim to new wall surface. Remove/refinish/reuse existing wood wall base.
3. West Wing Only: All new interior partitions to be insulated 2x4 wood frames with painted 5/8" drywall both sides floor to ceiling. Include new stained wood base to match existing.
4. East Wing Only: All new Interior partitions, in the large ornamental ceiling area, to be insulated 2x4 wood frames with painted 5/8" drywall both sides floor to 8' above floor. Cap top of partitions with stained wood trim and cap. Size of trim to match existing window trim. Include new stained wood base to match existing. New interior partition windows with 1/4" tempered glazing. Frames to be stained wood. Height of windows shall start at top of wall base to bottom of new trim and cap. Width of frames between windows to be 2" wide stained wood trim.
5. Flooring: West wing main corridor/Lobby area flooring: salvage and spot repair existing wood strip flooring. Refinish flooring to match Main floor corridor. All Upper Level Restrooms tile floor, Storage Rooms and Janitor space include new LVL flooring. All Upper Level private and open offices to be finished with new carpeted floors.
6. Existing ceilings are plaster & lath. Most of the existing plaster in the west wing corridor/lobby space has been removed. 50% of the existing old classrooms can have existing plaster ceilings patched. The remaining ceiling areas, including the corridor/lobby space shall have new 5/8" drywall installed over existing lath, furring, and/or partial existing plaster. The existing east wing ceiling, in the large room, are smooth plaster & lath coffers border by ornamental plaster beams, brackets and ornamental wall areas above windows. Some of the beams, brackets, and ornamental wall areas have been damaged by past roof leaks. Restore the damaged plaster to match existing ornament and profiles. Include three different paint colors for an artistic painting of the restored plaster beams and brackets. The coffer panels will receive new glued-on acoustical tiles. Prepare the existing plaster substrate to receive the new acoustical tiles. In damaged coffer areas, either repair/patch existing plaster or install a new drywall substrate to receive the new acoustical tiles.

Main Level:

1. All new interior partitions to be insulated 2x4 wood frames with painted 5/8" drywall both sides floor to ceiling. Include new stained wood base to match existing where salvaged base is not possible.
2. New interior partition windows with 1/4" tempered glazing. Frames to be stained wood. Height of windows shall match door heights without transoms. Sills to be set at 36" above the finished floor. Width of frames between windows to be 2" wide stained wood trim. Window trim size and profile to match existing door trim.
3. Counters in Planning & Zoning and Building departments to match existing counter materials and design (see photos). One counter height to be set for handicapped accessibility the other set at 40" above the finished floor.
4. Existing floor finishes throughout are finished existing wood slat floors. Where existing partitions are removed, patch floor as required and refinish to blend and match existing floors.

Basement Level:

1. All new interior partitions to be insulated 2x4 wood stud frames with painted 5/8" drywall both sides floor to ceiling. Include new painted wood base to match existing where salvaged base is not possible.
2. New interior partition doors and frames: Frames shall be wood to match existing. doors to be solid core wood painted veneer.
3. Floors: Floor finishes at the southwest stair area to be exposed existing concrete. Finishes at the new north stair is carpet inside and outside of the new stair. Finishes at new storage rooms adjacent the Elevator and north stair to be existing. New corridor spaces leading to the southwest stair to be existing exposed concrete.

Third Level:

Architecturally, the third-floor level will remain as is.

OPTION 3: New partial Fire Suppression system on the Second and Third Floors only. Will require a Variance. If Option 3 is approved, the only alterations that will be included on the (Reference Schematic Floor Plans 2A through 2D)

General:

1. Include a new Hydraulic, 4-stop, 2-door, Elevator and Shaft. Provide a Phase I emergency recall operation and Phase II emergency in-car operation. Elevator chase includes partial existing multi-wythe brick masonry with plaster & lath finish. New walls will be 8" CMU only at Basement and 8" CMU with 2x4 framed wall with drywall to conceal block where appropriate on Main and Upper levels. New walls at the new Elevator Equipment room to be unpainted 8" CMU with new hollow metal door and frame.

2. Include the new north enclosed Stairway; from Basement to Second Floor and cap with a new drywall ceiling height to match new interior partitions in the existing large room. Stairs to be wood construction with stained/finished tread, risers and stringers. Guardrails to be stained wood, mission style, construction with 2" square vertical balustrade capped with an ornamental rail to match existing (see photos) Handrails to be 1-1/2" dia. stained wood. Landings to be finished hardwood flooring. Walls to be 5/8" painted drywall. Ceilings and under stair finishes to be painted drywall. New Exterior door and frame to be painted insulated metal with interior panic hardware and no exterior hardware.
3. (6) New single use Restrooms on the Main and Upper Levels. Tile floors, wall tiled fixture wall, remaining walls and ceiling; painted drywall. Include 24"wx36"h mirror over lav. Include standard toilet accessory package for each restroom.
4. New doors and frames, on the Main and Upper Level's main corridors/Lobbies, not including restrooms or ancillary spaces, serving main entrances to departments shall be stained 5 panel doors, frames and fixed textured glass transoms to match existing. All other new doors on the Main and Upper Levels shall be stained 5 panel doors and frames to match existing. Hardware; standard hinges/locksets/stops with rubbed bronze finish. Salvage and reuse existing doors and frames in areas where existing partitions are removed, if possible.
5. All new wall base throughout to be stained wood to match existing. Salvage and reuse base in areas where existing partitions are removed, if possible.
6. The existing Roof is not insulated. Include a spray type insulation adhered to the underside of the wood roof deck in the Attic space over the large existing upper level space and the exposed roof deck at the Third Level new mechanical space. The new Fire Suppression system can be a wet system throughout.
7. Open Office workstations are considered furniture and not included in this estimate.
8. Southwest existing stair: Restore/refinish existing stair treads, risers, stringers, railings, wall base, wall trim and landings. Patch and paint existing plaster walls & ceilings. Include new 1-1/2" diameter, stained wood handrails on both sides of existing stairs.
9. Northwest existing stair: existing stair treads, risers, stringers, railings, wall base, wall trim and landings to remain as is. Patch and paint existing plaster walls & ceilings. Include new 1-1/2" diameter, stained wood handrails on both sides of existing stairs.
10. All new Casework shall include stained wood bases and upper cabinets. Counters and backsplashes shall be solid surface.
11. Where existing floor structures and finishes are demolished adjacent the new Elevator and new north stair, install new wood floor framing to replace existing as required. Install new painted 5/8" drywall on the underside of new floor framing flush with existing finishes. Install new 3/4" plywood subfloor with blocking to flush finishes with existing adjacent floor finishes. Main Level: Tile floor finish at new handicapped entrance to new Elevator, carpet in new Nursing Room, patch-in wood flooring to match

existing at Printing/Work area. Upper Level: Carpet in Legal Archive Storage, Carpet in the Asset Manager office and Conference Room.

Upper Level:

1. West Wing Only: Include new insulated 2x4 wood frame to cover the existing perimeter exterior walls with painted 5/8" drywall floor to ceiling. Include new stained wood window jamb/head/sill extensions and refinish and move existing window trim to new wall surface. Remove/refinish/reuse existing wood wall base.
2. East Wing Only: Include new insulated 2x4 wood frame to cover the perimeter existing exterior walls with painted 5/8" drywall from floor to top of windows. Include new stained wood window jamb/head/sill extensions and refinish and move existing window trim to new wall surface. Remove/refinish/reuse existing wood wall base.
3. West Wing Only: All new interior partitions to be insulated 2x4 wood frames with painted 5/8" drywall both sides floor to ceiling. Include new stained wood base to match existing.
4. East Wing Only: All new Interior partitions, in the large ornamental ceiling area, to be insulated 2x4 wood frames with painted 5/8" drywall both sides floor to 8' above floor. Cap top of partitions with stained wood trim and cap. Size of trim to match existing window trim. Include new stained wood base to match existing. New interior partition windows with ¼" tempered glazing. Frames to be stained wood. Height of windows shall start at top of wall base to bottom of new trim and cap. Width of frames between windows to be 2" wide stained wood trim.
5. Flooring: West wing main corridor/Lobby area flooring: salvage and spot repair existing wood strip flooring. Refinish flooring to match Main floor corridor. All Upper Level Restrooms tile floors, Storage Rooms and Janitor space include new LVL flooring. All Upper Level private and open offices to be finished with new carpeted floors.
6. Existing ceilings are plaster & lath. Most of the existing plaster in the west wing corridor/lobby space has been removed. 50% of the existing old classrooms can have existing plaster ceilings patched. The remaining ceiling areas, including the corridor/lobby space shall have new 5/8" drywall installed over existing lath, furring, and/or partial existing plaster. The existing east wing ceiling, in the large room, are smooth plaster & lath coffers border by ornamental plaster beams, brackets and ornamental wall areas above windows. Some of the beams, brackets, and ornamental wall areas have been damaged by past roof leaks. Restore the damaged plaster to match existing ornament and profiles. Include three different paint colors for an artistic painting of the restored plaster beams and brackets. The coffer panels will receive new glued-on acoustical tiles. Prepare the existing plaster substrate to receive the new acoustical tiles. In damaged coffer areas, either repair/patch existing plaster or install a new drywall substrate to receive the new acoustical tiles.

Main Level:

Include only the new Elevator, North Stair and Main Level Restrooms and adjacent spaces affected by their installation.

Basement Level:

Include only the new Elevator, North Stair, South Stair wall and door, and adjacent spaces affected by their installation.

Third Level:

Architecturally, the third floor level will remain as is.

Goshen City Offices Annex

Mechanical/Electrical Investigation

INTRODUCTION

The existing building has an occupied Lower Level and Main level, as well as two additional unoccupied levels above. This project involves a review of existing plumbing, HVAC and main electrical systems as it relates to renovation of the Upper Floor and Third Floor Level (Gymnasium) conversion into new Upper Level city offices. The building has gone through various uses and various partial renovations since its original construction in approximately 1904.

Most of the renovations have been localized to each specific project's needs. Because of this the system types vary area by area and old equipment and electrical panels that in some cases have exceeded normal life expectancies have been reused or repurposed.

Based on the current project scope, it is likely that this approach will be continued for this project.

Upper floor offices will mostly consist of private offices, but spaces for restrooms, open offices and conference rooms are also included. At the Third Floor Level (Gymnasium), work will be limited to being as a supporting space for the HVAC equipment to serve the Upper Level.

The project will also include a new elevator which will impact all floors. Some of the plumbing work on the Upper Floor will also impact finished spaces on the floor below and possibly on the lower level.

The scope will also include other work that will be required to address Building Code square footage limitations and occupancy loads for the existing construction type and new occupancy group. This work might include enclosing stairs, adding rated walls and possible the addition of fire sprinkler and fire alarm systems. The architectural portion of this report summarizes various options. Each of the options will impact the mechanical and electrical scope differently.

Note that the building is considered to have a historic exterior that needs to be considered cautiously in any renovation scope. Requirements for sanitary vents, HVAC equipment venting, exhaust, outside air intakes and electrical service upgrades will likely have exterior impacts that will need to be coordinated.

PLUMBING

In general plumbing piping appears to be in fair to good condition in the previously renovated portions of the building, but some of the older original piping is well past its useful life and there are a few signs of deterioration and past leak repairs. Where visible most of the sanitary piping has been replaced with PVC. The PVC piping is in good condition. Plumbing chase locations were not reviewed. There are two water meters, both of which are probably one-inch or smaller (not verified). This will limit system capacity unless a new water service is provided.

New restrooms with tank type toilets and washout urinals (to limit water pipe sizing) will be provided on the Main and Upper Levels. This work will require ceiling access on the Main and Lower Levels in addition to the work taking place on the Upper Level. Note that a chase will need to be added to accommodate vertical plumbing piping and possible ducts and conduits.

New restrooms will require a new water heater that will be located at the new basement storage room that is below the new restroom spaces. A 40-gallon tank type would meet the new requirements. Due to existing building limitations for venting, an electric unit is recommended.

Investigation of required plumbing fixture quantity requirements is covered in the architectural portion of the narrative.

Problems with the sewer line below the Lower Level have been an issue over the last few years. City personnel have attempted to locate and correct a below slab blockage or pipe break. Further investigation with a sewer camera system and locating equipment should be pursued. This investigation and corrective work are not part of the current project scope.

The project also includes adding an elevator within the existing building. It is not known whether any plumbing or HVAC piping is routed through the area of the proposed elevator shaft. This would need to be accounted for as a contingency item until further review can take place, but is not expected to be a significant cost.

FIRE SPRINKLER

A Separate narrative has been provided by Bradshaw Consulting (Building Code Consultant) that outlines various options to comply with building fire safety and occupancy requirements. Options include no sprinkler system, a system for the upper floors only and a system covering the entire building. If a sprinkler system option is selected, a new building fire protection water service will be required. This system would require a mechanical space for the new water service and associated system equipment within the basement area. Depending on final design of the proposed new building insulation and its effectiveness, the Third Floor Level (Gymnasium) system or the Attic portion of this system might need to be a dry system.

HVAC SYSTEMS

The building has a single boiler, located in the lower level that serves various portions of the building. This hot water boiler is a standard efficiency model manufactured by Teledyne-Laars with an input rating of 600,000 btuh. The water boiler system feeds hot water coils in the Basement and multiple perimeter heating system components.

HVAC systems vary within the addition. The most recently renovated space on the Main Level is served by a low temperature, insulated small duct systems due to space requirements. These units connect to outdoor condensing units. The lower level has a combination of forced air and hot water systems. The renovated Upper Level will be served by one of the following options. Note that Building Code requirements for this project will dictate that HVAC systems serve on a single floor, therefore one or two additional units (based on the system type option selected will be included to serve only the Third (Gymnasium) to reduce the risk of pipe freezing as well as condensation at this level.

1. New low temperature units and duct similar to the system servicing the Main Level, but the units will be located in the former Gymnasium. Approximately 6 to 8 units will be required and will be in the range of 2 to 3 tons each. These units use specialized insulated ducts and special low temperature system diffusers. Heating coils at these units will be connected to a new expanded boiler system with 3 new 399,000 BTUH input high efficiency boilers. In each the noted HVAC system options, it is assumed that Upper Level operable windows will be provided with adequate openable area to allow a reduction in ventilation requirements. More condensing units would be installed outside at the rear of the building if possible. Modifications to this exterior area will be required to accommodate the new equipment. As a part of any of the options described, the increased gas load will require a gas service upgrade and outdoor condensing units will need to be accommodated.
2. New furnaces with quantities and capacities similar to those noted above will be installed in the former Gymnasium. Because of the existing wood construction, fire separation of the furnace area, including the wood floor is recommended. New gas piping would need to be extended from the basement. Supply ducts and outside air ducts would be insulated, but return ducts would not require insulation.
3. A new central air handling unit with a hot water coil and refrigerant cooling coil would be installed in the former Gymnasium. The unit would have a variable speed fan. A single large condensing unit with variable capacity would be installed outside. This unit would be ducted to variable air volume terminal units. Approximately 10 to 13 terminal units would be provided. Supply duct would be insulated. Heating will be connected to a new expanded boiler system previously described.

Outside air intake and relief air (if applicable) would be ducted to separate louvers that would replace existing "Dormer" windows for each of the described options.

Note that fire dampers and/or smoke dampers will be required at duct penetrations through fire separations and some egress paths. This again depends on the Building Code architectural options selected. If smoke dampers are required, they would need to be connected to a building fire alarm system that includes corridor smoke detection.

In addition to the Upper-Level work, exhaust will also be required for the new Main Level Restrooms. To minimize building make-up air requirements, each restroom will be provided with a ceiling type exhaust fan controlled by the lighting occupancy sensor and ducted to the building exterior. This would happen through louvers located at the exterior wall near the restrooms.

Minor HVAC modifications would be made to adjust existing main level systems to the modified office layouts, but no system replacements are anticipated.

ELECTRICAL

The existing electrical service will not have the required capacity and meet Electrical Code requirements to serve additional needs. The existing 208 volt, 3 phase, 400 amp main panel was

designed based on the code-allowed "six disconnect rule" which is the maximum number of main breakers allowed without being served from a service entrance rated main breaker. The renovations will require at least two new panels that would be fed from the main service location in addition to the new elevator feed that would also be fed from the main service panel. Once the new power, air conditioning, elevator and lighting loads are added the system will exceed the current 400 amp rating. The new service and main panel would be rated in the range of 800 to 1000 amps. The new panel size might dictate revisions to the existing electrical room space.

Note that the existing branch panels have not been fully reviewed. Replacement of these panels should be evaluated further although this may not be part of the current project. Where reviewed on the Main Level, the older panel was used as a junction box with a newer panel mounted above at the same location.

New lighting types would vary depending on ceiling type and would likely be a combination of suspended fixtures at high-ceiling areas and 2'x 4' lay-in in drop ceilings. All fixtures would be LED. In some areas, recessed LED downlights might also be considered.

Exit and emergency lighting will need to be included in corridors and various large spaces. These will include battery back-up. At specific exterior exits new battery backed exterior emergency lights will be included.

ELEVATOR IMPACT

Because the elevator serves three floors, the elevator shaft will need to have a shaft vent and smoke detectors will need to be added in the Corridor Areas outside of the elevator to control the elevator safety circuits. In addition, these smoke detectors will need to be part connected to the fire alarm system so that they can also control damper opening at the shaft vent.

A ductless mini-split air conditioning system will need to be provided at the Elevator Equipment Room to provide cooling and dehumidification necessary for the environmental requirements of the elevator equipment.

FIRE ALARM

A new fire alarm system is recommended based on the use and construction type of the building. Under some of the Code Compliance options noted earlier, this could be required. This would be an addressable system. Off site system monitoring has not been discussed, but should be considered.

This system should include smoke detection in corridors, meeting spaces, mechanical/electrical rooms, elevator related spaces and storage rooms as a minimum with additional coverage is the selected architectural option dictates. Pull stations would be provided at all entries. Audio/Visual annunciating devices would be provided in corridors and all large open offices areas and large meeting spaces. Low sound level A/V units would also be installed in all restroom areas.

GENERAL COMMENTS

Given the scope of the project, there could be advantages to adding other mechanical and electrical upgrades to the project scope. Since some day-to-day operations will already be disrupted and contractors will already be on site, so maintenance projects might be able to avoid future disruptions as well as mobilization costs associated with a future project.

December 16, 2022

Daniel L. Cripe
Cripe Design.
22469 State Road 120
Elkhart, IN 46516



GOSHEN MUNICIPAL ANNEX RENOVATIONS
GOSHEN, INDIANA
CODE APPROACH

Dear Dan:

The following is to outline the code approach for the change of occupancy of the Second and Third Floor levels of the Goshen Municipal Annex Building. The Indiana General Administrative Rules IAC-675 (GAR) allows options when changing the use or occupancy classification of a building or portion of a building to a different use or occupancy. The GAR requires the building or area changing occupancy to either comply with all of the current rules of the Indiana Fire Prevention and Building Safety Commission (Commission) for new construction based on the proposed occupancy or comply with the evaluation requirements within Chapter 34 of the 2014 Indiana Building Code for the proposed change of occupancy. All new construction and additions must comply with the rules of the Commission for new construction. The code approach for the Goshen Municipal Annex Building uses Section 3412 of the 2014 Indiana Building Code to evaluate the levels that will be changing occupancy and all renovation work on all levels will comply with the current rules of the Commission for new construction. The use of Chapter 34 in this code approach permits some existing building features to remain as they are without requiring full compliance with the current rules of the Commission. This can be very helpful when considering an existing building structure, foundation and interior features may be very difficult if not impossible to modify to achieve compliance. The following outline major features of two different options using the Chapter 34 approach.

OPTION 1

Option 1 uses the evaluation process in Section 3412 of the 2014 Indiana Building Code. The approach considers the Lower Level as a Basement Level. Based on information on the original construction drawings the Basement Level is sufficiently below grade plane to be classified as a basement. The remaining levels of the building will be classified as three stories above grade. The code approach considered the Second and Third Floor levels as changing occupancy from Group E (School) to Group B (Business). The Chapter 34 evaluation took the following considerations into account to achieve a passing score:

1. The building will not have an automatic fire sprinkler system.
2. The corridors that serve a calculated occupant load of 30 or more will be constructed of 1-hour fire rated construction. Walls will be 1-hour construction windows and doors will be fire rated assemblies. Fire rated door assemblies will require closers or be on automatic closing devices. Ceilings of the fire rated corridors will be required to be 1-hour fire rated construction with protected openings. There currently is a code issue with

BRADSHAW CONSULTING, LLC

the egress path to the second exit on the Second Floor needing to travel from the corridor through an open office space to access an exit stairway. This is not permitted in a non-sprinklered building.

3. Vertical openings between floors will be protected by 1-hour fire resistance rating; this includes, shafts, penetrations of the floors and stairways. It should be noted that technically, the requirement would be limited to the floors being evaluated for a change of occupancy.
4. The building will have an HVAC system that has ducts that only serve a single floor level. The intent of this requirement is to not have potential smoke movement through ducts between adjacent floors. The HVAC installation will comply with the requirements of the current Indiana Mechanical Code.
5. The building will have an automatic fire alarm with smoke detectors through out the evaluated space. Heat detectors can be substituted for smoke detectors in areas where smoke detectors are suitable.
6. Elevator will be provided with Phase I emergency recall operation and Phase II emergency in-car operation and serves all floor levels.
7. Means of egress lighting and exit signs will be provided with emergency power in accordance with Chapter 27 of the 2014 Indiana Building Code. The power can be from battery backup units.
8. Incidental use areas will be separated by 1-hour as required by Table 509, 2014 Indiana Building Code. No incidental use areas have been identified at this time. See attached Table 509:

OPTION 2

Option 2 considers an automatic fire sprinkler system being provided for the building. The building will achieve passing scores with following changes in requirements:

1. Building will be sprinklered throughout.
2. Corridors can be non-fire-rated. Walls and ceiling can be non-rated. Doors and windows are not required to be fire rated assemblies. No door closers required. Egress path can be from corridor through a room as long as egress path is maintained and defined.
3. Vertical openings (shafts and penetrations) are required to be protected, but stairways are permitted to be open when protected by sprinklers and a smoke draft curtain or bulkhead is provided.
4. The building HVAC requirement will be the same as above.
5. An automatic fire alarm system with smoke detection would not be required, however the fire sprinkler system will be required to active a building fire alarm throughout the building and be monitored.
6. Elevator controls will be the same as above.
7. Means of egress lighting and exit sign power will be the same as above.
8. Incidental use areas will have the option of 1-hour separation or providing sprinklers.

VARIANCE OPTION

Option 2 above involves providing a fire sprinkler system throughout the entire building. The Chapter 34 evaluation does not recognize a partial sprinkler option. The final option for compliance may be to request code variances from the Indiana Fire Prevention and Building Safety Commission to permit a partial sprinklered building option. The variance request would be to provide a partial sprinkler system for the Second and Third Floor levels and allow non-fire-rated corridors on the two floors with sprinkler protection. This would solve the egress path issue to the second exit on the Second Floor noted above. The request would also ask to retain the points taken for 1-hour corridors in the evaluation still allowing a passing score. This option requires the Commission's approval.

If you have any comments or questions, please feel free to contact me.

Sincerely,



Bradshaw Consulting, LLC
Dennis W. Bradshaw

**Kil Architecture/Planning
Standard Terms and Conditions for Agreement
2023**

- I. **SCOPE OF WORK QUALIFICATIONS AND ADDITIONAL SERVICES:**
The following is an outline of Work Scope Qualifications, and/or services that have NOT been included in the base fee, but can be provided if required by the Owner or by the Municipal Agencies
- A. Variances, easements and/or rezoning and Agency Assistance can be provided, if requested by the Owner.
 - B. Additional Revisions to the Schematic Design or Concept Design Drawings, beyond that listed in the Scope of Work may incur additional fees.
 - C. Additional design coordination meetings and plan review submittals outside those specified in the base fee proposal.
 - D. Additional revisions to 3-D models, beyond that listed in the Scope of Work can be prepared as an additional service.
 - E. Changes to Approved Concept, Schematic or Design Developments Plans, requiring time to update plans by the Design Team may incur additional fees. This includes major plan layout changes, adjustments to bearing walls and layouts once established at the start of Design Development and exterior elevation/roof line design changes after the completion of the SD or DD phase.
 - F. Changes required as a result of the Owner's failure to render decisions in a timely manner and impacting project schedule.
 - G. Construction change orders caused by added/revised work.
 - H. Changes by Owner, Contractor, Sub-contractors to reduce construction costs or expedite construction that incur additional consultation time by Architect and/or Engineer will incur additional fees.
 - I. Environmental and Identification of Hazardous Materials not included.
 - J. Permits to be paid by Contractors.
 - K. State release fees to be paid by Owner.
 - L. Plan re-use of the building designs for future potential phases and/or alternate project sites.
 - M. Updates to CAD plans or elevations that have been marked up on copies furnished by the contractor depicting "As-Built" conditions.
 - N. Kitchen Hood Design can be provided as an additional service.
 - O. Commissioning is not included in the base fee.
 - P. Life Cycle and energy cost analysis is not provided.
 - Q. LEED Documentation, Energy Star or similar analysis and certification is not included in the base fee.
 - R. Signage and Wayfinding can be provided as an additional service.
 - S. Disassembly and testing of existing equipment and systems is not included.
 - T. Fire Suppression system engineering design is to be developed by Fire Suppression vendor. Submittal to the State Plan Review for this portion of the work to be the responsibility of this sub-contractor vendor.
 - U. Geotech Report including soil borings to be provided by Owner for use by structural engineer.
 - V. Marketing floor plans and presentation 3-D computer model can be prepared, as an additional fee.
 - W. IT/ Cable TV/Security coordination (pathways, power, performance outline spec) is provided in the base contract. Specific entry key card or key fob access system, security, sound or communication systems, computer and data systems design to be provided by others.
 - X. Extensive investigations of alternative building systems is not included, but can be provided as an additional service.
- II. **OTHER STANDARD TERMS AND CONDITIONS:**

- A. **INVOICE AND PAYMENT PROCEDURES:** Architect and Engineering Team shall submit invoices, once a month, at a minimum, to the OWNER for Services accomplished during each calendar month.
- B. The OWNER, as OWNER or authorized agent for the OWNER hereby agrees that payment will be made for said Services within thirty (30) days from the date of the invoice: and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The OWNER hereby acknowledges that unpaid invoices shall accrue interest at 24 percent per annum after they have been outstanding for over thirty (30) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, Architect and Engineering Team may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the Owner's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, Architect and Engineering Team may, upon giving seven (7) days written notice of its intent to do so, declare OWNER to be in breach of this Agreement and pursue its remedies for collection.
- C. The OWNER specifically acknowledges that receipt of these standard terms and conditions constitutes notice that the ARCHITECT will pursue a MECHANICS LIEN to secure its interests, if necessary. A LIEN will be filed within 50 days of date of last work unless previous arrangements have been made. A fee of \$100.00 will be charged for preparation and filing of said LIEN. A fee of \$100.00 will also be charged for the preparation and filing of a Release of LIEN.
- D. **HOURLY RATE QUALIFICATION:** Work is performed during the normal 8-hour day, 40-hour week, Monday through Friday, Excluding Holidays. Overtime work may be authorized to improve the project schedule or to gain a mutually agreed delivery dates. Rates for overtime premium are identified separately when charged and consist of a flat rate addition to the straight time rate. Overtime is computed on that portion of the individuals' time in excess of 40 hours per week chargeable to a project. Emergency (unplanned) work occurring at the client's request outside of normal work schedule will be compensated at overtime rates.
- E. **SUBSURFACE INVESTIGATION:** Architect and Engineering Team makes no representations concerning soil conditions unless specifically included in writing in this agreement, and Architect and Engineering Team is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
- F. **AGENCY REVIEW:** In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event, that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by OWNER as extra work.
- G. **SURVEY STAKING:** In the event that any staking is destroyed by an act of God or parties other than Contracted Civil Engineer, the cost of re-staking shall be paid for by OWNER as extra work.
- H. **INSTRUMENTS OF SERVICE:** The Drawings (including original Construction Documents), schematic, site analysis, specifications, materials, models, sketches, renderings, surveys, reports and other documents, including those prepared as 3D electronic models, using CAD and existing in other electronic formats, prepared or provided by Architect are instruments of service intended for use solely with respect to the Project. It is understood that all information on the files and drawings are considered instruments of the Architect and shall not be used for other projects or completion of this project by others without the express written consent of the Architect. The files shall at all times remain the property of the Architect, and in no case shall the transfer of the files be considered a sale or other transfer of ownership rights. Owner shall be permitted to retain copies including reproducible and originally stamped copies, of all instruments of service, and is granted a license to make any renovation or repairs to the Project provided that all invoices are paid according to proposal terms and "in full". If invoices are not paid within 90 days, this shall be considered cause for termination for the referenced "use license" for all project documentation. Owner agrees to indemnify and hold Architect and its Consultants harmless from any subsequent modification of the instruments of service by Owner and from Owner's use of the instruments of service on future additions not involving Architect.
- I. **REUSE OF PROJECT DELIVERABLES:** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by OWNER for any purpose other than that

for which such documents or deliverable were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by Architect and Engineering Team for the specific purpose intended, shall be at OWNER's sole risk. The Architect and Engineering Team remains sole owner of all electronic data and reserves the right to charge for delivery of said electronic data, if said data is requested by the client.

- J. INDEMNITY: To the fullest extent permitted by law, Architect and Engineering Team shall indemnify and save harmless from and against loss, liability, and damages sustained by OWNER, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligence of Architect and Engineering Team or its employees.
- K. LIMITATIONS OF LIABILITY: No employee of Architect and Engineering Team shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, Architect and Engineering Team total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Architect and Engineering Team negligence, error omissions, strict liability, or breach of contract shall not exceed the total compensation received by Architect and Engineering Team under this Agreement. If OWNER desires a limit of liability greater than provided above, OWNER and Architect and Engineering Team shall include in the Agreement the amount of such limit and the additional compensation to be paid to Architect and Engineering Team for assumption of such risk.
- L. PREVAILING PARTY LITIGATION COSTS: In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. The laws of the state of Indiana shall govern any litigation.
- M. AUTHORITY: The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- N. STATUTE OF LIMITATIONS: To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding Architect and Engineering Team performance under this Agreement shall expire one year after Project Completion.
- O. DELAYS: Architect/Engineers shall not be responsible for delays caused by factors beyond their reasonable control, including but not limited to delay because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Architect/Engineer's services or work project, or delays caused by faulty performance by the clients or contracts of any level. When such delay beyond the Architect/Engineer's control occur, the Client agrees the Architect/Engineer shall not be responsible for damages, nor be deemed in default of this Proposal.
- P. CONSEQUENTIAL DAMAGES: In no event shall Architect or its consultants and affiliated companies and their respective officers, directors, partners, employees or agents be liable from any cause or causes for consequential, incidental, indirect or special damages, loss of actual or anticipated profits, revenue or product, loss of use of equipment or facilities, or cost of capital relating in any way to the subject of this Agreement. Nothing in this document or any other document is intended to provide any responsibility or liability to any third party as beneficiary or otherwise.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2024-09**

Authorize the Special Purchase of Jayco Command Vehicle

WHEREAS, Indiana Code § 5-22-10-5 allows the City to make a special purchase without soliciting bids or proposals when there exists a unique opportunity to obtain equipment at a substantial savings to the Goshen Board of Public Works and Safety;

WHEREAS, the City was offered a 2024 Precept Class A Motorhome 36A by Jayco, Inc to be used as the City's portable command center at the cost of Ninety-Nine Thousand One Hundred Ninety-One Dollars (\$99,191.00). This is at a substantially discounted savings of Eighty Thousand Six Hundred Eight Dollars and Two Cents (\$80,608.02). Attached as Exhibit A is Jayco, Inc's pro forma invoice dated January 10, 2024;

WHEREAS, the total invoice price for a 2024 Precept Class A Motorhome 36A from Jayco, Inc. would cost One Hundred Seventy-Nine Thousand Seven Hundred Ninety-Nine Dollars and One Cent (\$179,799.01);

WHEREAS, City staff has researched costs of similar units and has been able to verify that the discounted price Jayco, Inc. is offering to the City to purchase this unit is at a substantial savings. Attached as Exhibit B is an itemized invoice for the Manufacturer's Suggested Retail Price of Two Hundred Nine Thousand Two Hundred Forty-Three Dollars (\$209,243.00);

WHEREAS, the 2024 Precept Class A Motorhome 36A is in its final stages of completion by the manufacturer's quality control team and the unit is almost ready for delivery.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

(1) The purchase of a 2024 Precept Class A Motorhome 36A based mobile command center at a cost of \$99,191.00 represents a unique opportunity to obtain equipment at a substantial savings.

(2) The City is authorized to make a special purchase of a 2024 Precept Class A Motorhome 36A from Jayco, Inc. to be used as the City's portable command center for a total cost of Ninety-Nine Thousand One Hundred Ninety-One Dollars (\$99,191.00), a substantial savings to the City under Indiana Code 5-22-10-5.

(3) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on March 7, 2024.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Re: Agreement with American Legal Publishing, LLC
Date: March 7, 2024

It is recommended that the Board approve and authorize Mayor Leichty to execute the agreement with American Legal Publishing, LLC for the codification and hosting on its website of the Goshen City Code and the City's Zoning and Subdivision Ordinances. For codification services, American Legal Publishing, LLC will be paid \$9,600.00 for the City Code and \$7,800.00 for the Zoning and Subdivision Ordinances. American Legal Publishing, LLC will be paid \$895.00 for establishing an online version of the code and the first year of hosting the Code on its website; \$495.00 per year after the first year; and a per page charge for revisions based on the volume of pages revised.

Suggested Motion: Approve and authorize Mayor Leichty to execute the agreement with American Legal Publishing, LLC for codification and hosting on its website of the City Code and the City's Zoning and Subdivision Ordinances.



American Legal

Publishing

**Recodification with
Legal Analysis and Updating**

GOSHEN, INDIANA

2/14/2024

American Legal Publishing, LLC
525 Vine Street, Suite 310
Cincinnati, OH 45202

City of Goshen
202 S. 5th Street
Goshen, IN 46528

RECODIFICATION AGREEMENT

February 14, 2024

WHEREAS, the City of Goshen, a Municipality in the State of Indiana (hereinafter referred to as "Municipality"), has need of codification of its existing ordinances and resolutions, as well as other optional related services;

WHEREAS, American Legal Publishing, (hereinafter referred to as Publisher) desires to perform such services for the Municipality.

NOW THEREFORE, in consideration of the mutual benefits to be derived from entering into and performing this Agreement and the mutual promises and covenants contained herein, the parties agree as follows:

I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's prior code of ordinances (if any), and all ordinances or resolutions provided by the Municipality, select the materials to be codified, and provide the Municipality with a listing of materials to be included. The Municipality will provide clear copies of all materials necessary to perform the codification, including two clear and up to date copies of any previously published code of ordinances.
- (2) Review all materials selected for statutory conformity and conflict with existing state and federal law, as well as other ordinances and resolutions. Such conflicts will be brought to the attention of the Municipal Attorney.
- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter. All ordinances repealed by implication, or which are outmoded or antiquated, shall be disposed of in accordance with the recommendations of the Municipal Attorney.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Utilize its computerized storage system and staff of attorneys for research of appropriate higher law and program the entire Code of Ordinances (hereinafter referred to as "Code") into the computer memory system to facilitate instant retrieval for future code updating.
- (6) Prepare title, chapter, and section headings.

- (7) Prepare a legislative history of each section, citing the ordinance number and date of passage of the current ordinance, as indicated on copies of ordinances supplied to the Publisher.
- (8) Prepare a complete and comprehensive index to the Code.
- (9) Prepare a table of contents and sectional analysis for each chapter.
- (10) Prepare statutory cross-references to sections of the state statutes and references to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
- (11) Prepare Tables of Special Ordinances listing chronologically in groups those ordinances in certain subject areas that the Municipality and the Publisher mutually agree to be pertinent.
- (12) Prepare Parallel Reference Tables showing:
 - (a) The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 - (b) A listing of code sections based on state statutes (Statute to Code).
 - (c) A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
- (13) Confer with the Municipal Attorney during the course of codification, whenever the Publisher or Municipal Attorney considers a conference necessary, to review the Publisher's work or to discuss proposed changes, additions, or deletions to existing ordinances.
- (14) Provide the Municipality a consultation service, for:
 - (a) Updating ordinances in conflict with Indiana and federal statutes;
 - (b) Providing model ordinances when requested.
- (15) Deliver to the Municipality, within 6 months from receipt of the materials deemed necessary by the Publisher to begin the codification, one copy of a manuscript of the Code for the Municipality's examination.
- (16) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with Part III (1) of this Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.

If additional conferences are requested by the Municipality which require the travel of a member of the staff of Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.

- (17) Deliver to the Municipality, within 3 months of receipt of the corrected manuscript, 10 printed copies of the Code meeting the following specifications:
 - (a) Type to be as shown in the attached Exhibit A or B, at the option of the Municipality;
 - (b) Margins to be justified.
 - (c) Printing to be typeset with boldface headings.
 - (d) Page size to be 8 1/2" x 11".
 - (e) Printed on high quality paper.
 - (f) All copies to be in hard cloth-covered, 3-ring loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.
- (18) Grant to the Municipality the right to reprint the Code of Ordinances, in whole or in part, at any time, for the purposes of the Municipality, and the right to distribute by sale, or otherwise, as the Municipality sees fit, notwithstanding any copyrighted material of the Publisher.

II. THE MUNICIPALITY SHALL:

- (1) Make available copies of all material necessary to complete the codification process.
- (2) Permit the copyright of the Code by the Publisher, as published pursuant to this Agreement, to protect the Publisher against the use of its classification, cross-references, index, and other material without its permission. This permission to copyright does not waive the Municipality's rights to all material as set out in Paragraph I (18) above.
- (3)
 - (a) Return to the Publisher a draft of an adopting ordinance and the manuscript of the Code including deletions or additions thereto within 60 days after receipt of manuscript.
 - (b) Future Ordinances Clause. The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (a) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates at the time of the inclusion of these ordinances into the code.
- (4)
 - (a) Pay to the Publisher as a base price, the sum of \$9600.00 for its services set out in Section I, payable as follows:

Fifty percent (50%) within 30 days after submission of the draft manuscript and invoice;

The balance within 30 days after delivery of the printed Code books and invoice.

5. Revise or make additional entries to chapter summaries, tables of special ordinances, cross-reference tables, and general index as necessary to reflect the incorporation of additional, changed or deleted material.
6. Advise the Municipality of changes in state statutes that materially affect provisions of the Code based upon such statutes and, unless otherwise directed by the Municipality, make changes in those provisions in order to bring the Code into conformity with same.
7. Deliver to the Municipality 10 printed copies of supplemental pages including an instruction sheet to insure correct replacement of pages.

(b) The Municipality shall:

1. Provide copies of each ordinance or resolution as it is enacted;
2. Pay to the Publisher the sum according to the format option chosen by the Municipality:

Format	Rate
8 1/2 x 11 inch Single column page	\$19.00 per page
8 1/2 x 11 inch Double column page	\$23.00 per page

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code.

3. Update the Code of Ordinances at least once every 12 months;

(c) Term and Termination:

1. Either party has the right to terminate or alter the terms of the supplemental service plan at any time by serving written notice. This written notice shall be sent at least ninety days before the projected delivery date of the next supplement. Unless otherwise specifically agreed upon by the parties, the projected delivery date shall be the anniversary of the date the Municipality received the Code.
2. Upon completion of the five-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

- (2) Pamphlets. At option of the Municipality, as exercised in paragraph V below:
- (a) Pamphlets, sized for 8-1/2 x 11 copy, containing component parts of a Code, such as the Charter, Traffic Code or Land Use Regulation when ordered prior to commencement of printing of the Code may be obtained at the following prices:

\$0.10 per impression (printed page)
 - (b) Each pamphlet can be separately indexed, however, an additional charge for separate index will be mutually agreed upon.
 - (c) Vinyl 3 ring binders with Title and Municipality Name stamped thereon: \$6.00 per binder.
- (3) Additional Copies of Code. If ordered prior to commencement of the printing of the Code, the Municipality, at its option exercised in paragraph V below may purchase additional copies of the Code at \$50.00 per copy.
- (4) Payment:

Payment for optional services shall be made by Municipality to Publisher within 30 days of delivery and invoice. Invoices remaining unpaid beyond 30 days from the invoice shall be subject to a late payment penalty of 1.5% of the unpaid balance per month, or part thereof.

IV. EXERCISE OF OPTIONS. The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

- (1) Format: (Initial one only).
- (a) Single-column format as shown in Exhibit A _____
Initial
 - (b) Double-column format as shown in Exhibit B _____
Initial
- (2) Five year supplemental service plan as provided in paragraph III (1) _____
Initial
- (3) Pamphlets, as provided in paragraph III (2), to cover the following subjects:

					Initial
Traffic and General Offenses Code	50	75	100	Yes	_____
Zoning Code	50	75	100	Yes	_____
Subdivision	50	75	100	Yes	_____
Combined Land Use Regulations	50	75	100	Yes	_____

Other _____	50	75	100	Yes	_____
Vinyl Binders for above				Yes	_____
Index Pamphlets above				Yes	_____

(4) Additional copies of Code as provided in paragraph III (3).

Number Ordered

Initial

(5) CODE ON INTERNET at *amlegal.com*:

\$895.00 *after* new code delivered;
(Online set-up fee for creation of online version;
and first year hosting);

\$495.00 annual hosting fee for additional years;
\$1.95 per page update fee in future years.

Initial

(Creates and maintains a fully searchable online version of the new Code of Ordinances hosted in the Publisher's Online Library with a "seamless" link to the Municipality's website.)

V. TRANSMITTAL AS OFFER:

The transmittal of this Agreement to Municipality unexecuted by Municipality is an offer by Publisher to perform the stated services at the price and upon the terms and conditions herein and shall be subject to acceptance by Publisher's receipt of the agreement executed by Municipality no later than May 31, 2024 unless such date is extended in writing by Publisher.

IN THE PRESENCE OF:

THE MUNICIPALITY OF:

BY: _____

TITLE _____

DATE _____

AMERICAN LEGAL PUBLISHING, LLC

BY: _____

Ray Bollhauer

TITLE: President

DATE: _____

Exhibit A

CHAPTER 71: TRAFFIC REGULATIONS

Section

General Provisions

- 71.01 Speed limit in city alleys
- 71.02 Operation of motor vehicles on unpaved public or private property prohibited

Motorcycles; Motor Scooters and Motor Bikes

- 71.25 Safety helmet or headgear required
- 71.26 Operator's permit required

- 71.99 Penalty

Cross-reference:

Speed limits on designated streets, see Chapter 76, Schedule I

Citations for traffic and parking violations, see §§ 72.150 through 72.157

GENERAL PROVISIONS

§ 71.01 SPEED LIMIT IN CITY ALLEYS.

(A) For purposes of this chapter an *ALLEY* shall mean every street or way within a block, which is set apart for public use, vehicular traffic and local convenience. ('72 Code, § 34-4)

(B) No person shall drive a motor vehicle upon any alley in the city at a speed in excess of ten miles per hour. ('72 Code, § 34-5)

(Ord. 2087, passed - - ; Am. Ord. O-87-72, passed 12-23-87) Penalty, see § 71.99

§ 71.02 OPERATION OF MOTOR VEHICLES ON UNPAVED PUBLIC OR PRIVATE PROPERTY PROHIBITED.

(A) It shall be unlawful for any person to operate a motor vehicle, as defined by the Florida Uniform Traffic Control Law, F.S. Chapter 316, as may be amended from time to time, on any unpaved public property, or on any paved or unpaved shoulder of a public road.

Exhibit B

CHAPTER 71: TRAFFIC REGULATIONS

Section

§ 71.02 OPERATION OF MOTOR VEHICLES ON UNPAVED PUBLIC OR PRIVATE PROPERTY PROHIBITED.

General Provisions

- 71.01 Speed limit in city alleys
- 71.02 Operation of motor vehicles on unpaved public or private property prohibited

(A) It shall be unlawful for any person to operate a motor vehicle, as defined by the Florida Uniform Traffic Control Law, F.S. Chapter 316, as may be amended from time to time, on any unpaved public property, or on any paved or unpaved shoulder of a public road.

Motorcycles; Motor Scooters and Motor Bikes

- 71.25 Safety helmet or headgear required
- 71.26 Operator's permit required

(B) It shall be unlawful for any person to operate a motor vehicle on any unpaved private property, not owned by the operator or his immediate family, without the express written consent of the owner, lessee, tenant or other person entitled to possession and use of such premises; said written consent to be carried on the operator's person.

- 71.99 Penalty

Cross-reference:

Speed limits on designated streets, see Chapter 76, Schedule I
Citations for traffic and parking violations, see §§ 72.150 through 72.157

(C) The foregoing provisions shall not apply to the following:

GENERAL PROVISIONS

§ 71.01 SPEED LIMIT IN CITY ALLEYS.

(A) For purposes of this chapter an **ALLEY** shall mean every street or way within a block, which is set apart for public use, vehicular traffic and local convenience. ('72 Code, § 34-4)

(B) No person shall drive a motor vehicle upon any alley in the city at a speed in excess of ten miles per hour. ('72 Code, § 34-5)
(Ord. 2087, passed - - ; Am. Ord. O-87-72, passed 12-23-87) Penalty, see § 71.99

(1) A licensed and franchised public utility in the conduct of its business;

(2) Any federal, state or local governmental agency;

(3) Any licensed emergency vehicle;

(4) Any situation where such operation is necessary to avoid collision with other traffic;

(5) Where such operation is in compliance with other laws or the directions of a law enforcement officer or official traffic-control devices.
('72 Code, § 34-13) (Ord. O-73-51, passed 6-27-73) Penalty, see § 71



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

March 7, 2024

To: Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Resolution 2024-10, Special Purchase of Road Salt

For several years, the City of Goshen has participated in the State of Indiana's Road Salt Program. The State is currently developing the 2024-2025 road salt bid, and political subdivisions that wish to participate in the program must provide the State the tonnage of road salt that it will commit to purchase under the State's quantity purchase agreement. Resolution 2024-10 authorizes the City to make a special purchase by participating in the State's program, and authorizes the City to request 1,400 tons of road salt thereby committing to purchase a minimum of 1,120 tons and up to 1,680 tons. After the State goes through the bidding process, we will know the who the contract is awarded to and the contract pricing.

Suggested Motion:

Move to adopt Resolution 2024-10, Special Purchase of Road Salt.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2024-10**

Special Purchase of Road Salt

WHEREAS the City may make a special purchase under Indiana Code § 5-22-10 if it determines the basis for the special purchase and the selection of a particular contractor.

WHEREAS Indiana Code § 5-22-10-15(b) allows a political subdivision to make a special purchase of equipment, goods or materials if the purchase is made from a person that has a contract with a state agency and the person's contract with the state requires the person to make the equipment, goods or materials available to political subdivisions.

WHEREAS political subdivisions may elect to participate in the State of Indiana Road Salt Program which permits the political subdivisions to purchase road salt under the State's quantity purchase agreement.

WHEREAS the State of Indiana is currently developing the 2024-2025 road salt bid. A political subdivision that elects to participate in the Road Salt Program must provide the Indiana Department of Administration the tonnage of road salt that the political subdivision will commit to purchase under the State's quantity purchase agreement. A participating political subdivision will be required to purchase a minimum of 80% of the tonnage requested and may purchase up to a maximum of 120% of the tonnage requested.

WHEREAS on behalf of the City of Goshen, the Goshen Street Department requests authorization to participate in the State of Indiana's 2024-2025 Road Salt Program.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

- (1) On behalf of the City of Goshen, the Goshen Street Department is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-15(b) by participating in the State of Indiana's 2024-2025 Road Salt Program.
- (2) The City of Goshen is authorized to request 1,400 tons of road salt thereby committing to purchase a minimum of 1,120 tons and up to 1,680 tons of road salt under the State's quantity purchase agreement.
- (3) The actual purchase will be through the contractor who is awarded the bid by the State of Indiana and based on the State's awarded contract price per ton under the quantity purchase agreement.
- (4) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on March _____, 2024.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member



**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: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **NIPSCO ROAD CLOSURE REQUEST – WEST PIKE STREET
(JN: STREETS – WEST PIKE STREET)**

DATE: March 5, 2024

NIPSCO has requested permission to close West Pike Street between Kansas Drive and Nebraska Drive to reconstruct their electric utility service. Closures are anticipated to start March 9th and continue through March 23rd. The daytime closures will occur between 8 am and 5 pm.

Requested Motion: Move to approve NIPSCO's request to perform daytime road closures on West Pike Street between Kansas Drive and Nebraska Drive starting March 9th and extending through March 23rd.

City of Goshen
Board of Works & Safety

Gina Leichty, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

Barb Swartley, Board Member

Orv Myers, Board Member





**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works and Safety
FROM: Goshen Engineering Department
RE: **TENTH STREET AND DOUGLAS STREET – INTERSECTION ROAD CLOSURE (JN: 2022-0037)**
DATE: March 7, 2024

Niblock Excavating has requested permission to close the intersection at 10th Street and Douglas Street, starting on Friday, March 8, 2024 until Friday, April 5, 2024.

Niblock is requesting this closure to complete the underground storm system for the Tenth Street Reconstruction project. Access will be coordinated with Gleason Industrial Products. All appropriate traffic control devices will be utilized.

It is expected that the intersection will remain closed when Niblock Excavating closes 10th Street for construction, starting in April.

Requested motion: Move to approve the closure of the intersection at 10th Street and Douglas Street from March 8, 2024 until April 5, 2024.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Gina Leichthy, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



Stormwater Department

CITY OF GOSHEN

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT AT 2082 WHISPERING PINES CT**

DATE: March 7, 2024

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the home at 2082 Whispering Pines Ct has passed its final building inspection and the project is substantially complete except for 8,000 square feet of stabilization and the planting of one tree. These final requirement cannot be completed at this time due to weather conditions.

The Stormwater Department submits this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

The property owner Greencroft Goshen agree to complete all exterior work by June 15, 2024. The expected cost of work is Two thousand six hundred and sixtyfive dollars (\$2,665) and a surety check in that amount has been remitted to the Clerk-Treasurer's Office.

Requested Motion: Approve and authorize the Board to execute the Agreement with Greencroft Goshen Inc for the Completion of the project at 2082 Whispering Pines Ct.

**AGREEMENT FOR THE COMPLETION
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on March 7, 2024, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Greencroft Goshen Inc

and, if the builder is responsible for completing the remaining work,

Builder: _____

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 2082 Whispering Pines Ct, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2024, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 8000 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: One tree

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20__.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20__.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

- Install approximately _____ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: _____

- Other: _____

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

Permittee agrees to provide Goshen a surety in the amount of Two thousand six hundred and sixty-five dollars (\$2,665) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances

and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **AMENDMENTS.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
8. **WAIVER OF RIGHTS.** No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Address for Permittee:

Property Owner: Greencroft Goshen
PO Box 818
Goshen IN

Builder: _____

No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

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

13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:¹

Property Owner:

Signature: Troy Hendrich
Printed: Troy Hendrich
Title (if any): D. M
Date: 3/5/24

Signature: _____
Printed: _____
Title (if any): _____
Date: _____

Builder:

Signature: _____
Printed: _____
Title: _____
Date: _____

Goshen:

Gina Leichy, Mayor
Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.

Michael Landis, Board of Works and Safety

Date: _____

Mary Nichols, Board of Works and Safety

Date: _____

Orv Myers, Board of Works and Safety

Date: _____

Barb Swartley, Board of Works and Safety

Date: _____



**Stormwater Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT AT 2121 WHISPERING PINES CT**

DATE: March 7, 2024

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the home at 2121 Whispering Pines Ct has passed its final building inspection and the project is substantially complete except for 8,000 square feet of stabilization and the planting of one tree. These final requirement cannot be completed at this time due to weather conditions.

The Stormwater Department submits this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

The property owner Greencroft Goshen agree to complete all exterior work by June 15, 2024. The expected cost of work is Two thousand six hundred and sixtyfive dollars (\$2,665) and a surety check in that amount has been remitted to the Clerk-Treasurer's Office.

Requested Motion: Approve and authorize the Board to execute the Agreement with Greencroft Goshen Inc for the Completion of the project at 2121 Whispering Pines Ct.

**AGREEMENT FOR THE COMPLETION
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on March 7, 2024, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Greencroft Goshen Inc

and, if the builder is responsible for completing the remaining work,

Builder: _____

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 2121 Whispering Pines Ct, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2024, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 8000 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: One tree

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20_.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20_.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

- Install approximately _____ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: _____

- Other: _____

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

Permittee agrees to provide Goshen a surety in the amount of Two thousand six hundred and sixty-five dollars (\$ 2,665) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances

and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **AMENDMENTS.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
8. **WAIVER OF RIGHTS.** No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Address for Permittee:

Property Owner: Greencroft Goshen Inc
PO Box 818
Goshen, IN 46527

Builder: _____

No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

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

13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:¹

Property Owner:

Signature: Troy Handrich
Printed: Troy Handrich
Title (if any): DOM
Date: 3/5/24

Signature: _____
Printed: _____
Title (if any): _____
Date: _____

Builder:

Signature: _____
Printed: _____
Title: _____
Date: _____

Goshen:

Gina Leichty, Mayor
Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.

Michael Landis, Board of Works and Safety

Date: _____

Mary Nichols, Board of Works and Safety

Date: _____

Orv Myers, Board of Works and Safety

Date: _____

Barb Swartley, Board of Works and Safety

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

March 4, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 412 North Seventh Street, Goshen, Indiana

An unsafe building review hearing is scheduled for the property located at 412 North Seventh Street, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner and the Certificate of Service establishing service of the Order and scheduled hearing.

The Board of Works needs to conduct the hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wishes to speak to the property. After receiving the evidence, the Board must determine if it will affirm, rescind, or modify the Order of the Building Commissioner, both as to the finding of code violations that make the building unsafe, and as to the required action to take.

A form of the Record of Action and Continuous Enforcement Order that the Board will issue following the hearing is also attached, and may be used as a guide in conducting the hearing.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

January 30, 2024

Via Regular & Certified Mail, Return Receipt Requested:

To: Super Smash Brothers, LLC
c/o CEO Matthew Vukovich
4000 E. Bristol St., Suite #3
Elkhart, Indiana 46514

Unifund CCR, LLC
2618 East Paris Avenue SE
Grand Rapids, MI 49546

Super Smash Brothers, LLC
c/o Registered Agent Gary Griner
2827 Lincolnway East
Mishawaka, Indiana 46544

Via Publication:

Scott Allan Rugg
Cynthia Kaye Rugg

Section 1.

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-237-004.000-015; commonly known as 412 North Seventh Street, Goshen, Indiana 46528, and more particularly described as follows:

Lot number eighty two (82) in Chamberlain's Second Addition to the Town, now City of Goshen.

Section 2.

The Goshen Building Department inspected the subject real estate and the vacant residential structure located thereon on October 18, 2023. Violations of the Neighborhood Preservation

Ordinance (Minimum Housing Ordinance) were cited and an opportunity was given to make repairs. There has been no significant improvement to the vacant residential structure at the real estate.

The following violations of Goshen City Code Section 6, Title 3, Chapter 1 were cited by the Goshen Building Department and have not been satisfactorily repaired or remedied:

1. The concrete steps leading to the basement at the residential structure are breaking, making them unsafe, a violation of Section 6.3.1.1(j).
2. The heating and mechanical system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). The duct system is not properly connected and is severely rusted and damaged. There is no active gas meter.
3. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). There is no active water usage.
4. The residential structure's foundation has not been kept in good repair, a violation of Section 6.3.1.1(b). The foundation has cracked and holes, and an area of the foundation in the rear of the structure has been removed.
5. The residential structure's floors have not been kept in good repair, a violation of Section 6.3.1.1(b). The floor in the rear of the structure has a large hole and is not properly supported and therefore in danger of collapse.
6. The residential structure's ceilings have not been kept in good repair, a violation of Section 6.3.1.1(b). Areas of the ceiling have collapsed; other areas show signs of water damage, is sagging, and therefore in danger of collapse.
7. The residential structure's roof has not been kept in good repair and is not weather proof, a violation of Sections 6.3.1.1(b) and (c). The flat roof assembly at the rear of the structure is significantly water damaged and in danger of collapsing.
8. The residential structure's electrical system is inoperable, a violation of Section 6.3.1.1(a). There is exposed wiring throughout the structure, no electric meter, and evidence of tampering with exterior overhead wires.
9. An exterior door has been removed, there are multiple broken windows, and there is rotted window and door trim, all of which are violations of Section 6.3.1.1(d).
10. A large portion of the residential structure has missing siding and other areas are damaged siding, a violation of Section 6.3.1.1(bb).
11. The residential structure is not secured, a violation of Section 6.3.1.1(ff). There is evidence of the structure being occupied by a squatter; the structure is full of trash, food, and furniture.
12. The residential structure has deteriorated due to neglect so that it is in danger of collapsing, a violation of Section 6.3.1.1(r). Approximately 10 to 15 feet of foundation has been removed in the rear of the structure; a load bearing beam in the basement is not properly supported and has begun to sag; walls are starting to detach from the ceiling; the floor in the rear of the structure is in danger of collapse; and the roof assembly in the rear of the property has failed, which has caused the ceiling to start collapsing.

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a) (1), (2), (4), (5), and (6). The removed and failing foundation, sagging walls, floors,

ceilings, and roof demonstrate the structure is in an impaired structural condition making it unsafe. The dilapidated nature of the residential structure, its deterioration due to neglect, the damaged mechanical and electrical systems, and its unsecured nature makes it a fire hazard. The unsecured nature of the residential structure, which has attracted a squatter as shown by the presence of food, trash, and furniture, makes it a public nuisance. The residential structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the failing foundation, sagging roof, floors, and ceilings, and inoperable plumbing, electrical, and mechanical systems. The residential structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

The leaking roof, collapsing floors, the fact that the walls are detaching from the ceiling, combined with holes in the foundation and parts of the foundation having been removed, and the sagging occurring to at least one load bearing beam, the result of deterioration due to neglect, makes the condition of the residential structure warranting of removal. In its present condition, the residential structure is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The residential structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

Section 3.

You are hereby **ORDERED** to either substantially repair the unsafe buildings identified in Section 2 of this Order at the property identified in Section 1 of this Order or to demolish said unsafe buildings and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work, either substantial repairs or demolition, to be completed on or before March 31, 2024.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required demolition and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, March 7, 2024 at 4:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set

for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order.

Section 6.

You are hereby notified that as a result of this Order being issued you may not transfer or agree to transfer any property interest in the parcel described in Section 1 of this Order, unless you have complied with all requirements of Indiana Code § 36-7-9-27, which are as follows:

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.
2. You must supply in writing to the City of Goshen Building Department, within five (5) days of any actions to transfer the interest, the following:
 - a. The full name, address, and telephone number of the person or persons taking interest in the property described in Section 1 of this Order; and
 - b. A copy of the legal instrument under which the transfer of the interest is accomplished.

Section 7.

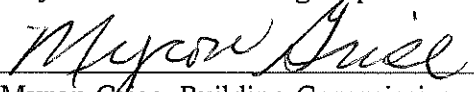
You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

Section 8.

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on January 30, 2024.

City of Goshen Building Department



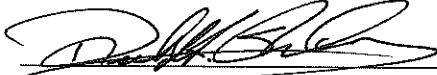
Myron Grise, Building Commissioner

STATE OF INDIANA)

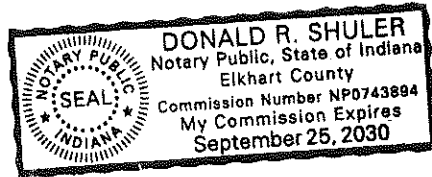
) SS:

COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this January 30, 2024, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.



Notary Public



Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 412 North Seventh Street, Goshen, Indiana was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on January 31, 2024:

Super Smash Brothers, LLC
c/o CEO Matthew Vukovich
4000 E. Bristol St., Suite #3
Elkhart, Indiana 46514

Unifund CCR, LLC
2618 East Paris Avenue SE
Grand Rapids, MI 49546

Super Smash Brothers, LLC
c/o Registered Agent Gary Griner
2827 Lincolnway East
Mishawaka, Indiana 46544

The undersigned further certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 412 North Seventh Street, Goshen, Indiana was published in the Goshen News consistent with I.C. § 36-7-9-25 for notification and service on any and all holders of substantial interest in the real estate, including but not limited to:

Super Smash Brothers, LLC
Scott Allan Rugg

Unifund CCR, LLC
Cynthia Kay Rugg



Donald R. Shuler, #26587-71
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

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

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46526; Ph: 574.537.3855.

Certificate of Service

RE: Premises at 412 N. 7th Street, Goshen, Indiana

The undersigned hereby certifies that the Order of the City of Goshen Building Commissioner dated January 30, 2024, for the above-referenced premises was issued to the following parties via Certified Mail on January 31, 2024, with the tracking and return showing signature and service of said Order as indicated:

Super Smash Brothers, LLC
c/o CEO Matthew Vukovich
4000 E. Bristol St., Suite #3
Elkhart, Indiana 46514

Certified Mail: 7018 0360 0000 2818 3836
Delivered: February 2, 2024

Unifund CCR, LLC
2618 East Paris Avenue SE
Grand Rapids, MI 49546

Certified Mail: 7018 0360 0000 2818 3850
Delivered: February 2, 2024

Super Smash Brothers, LLC
c/o Registered Agent Gary Griner
2827 Lincolnway East
Mishawaka, Indiana 46544

Certified Mail: 7018 0360 0000 2818 3843
Delivered: February 2, 2024

The undersigned further certifies that the Order of the City of Goshen Building Commissioner dated January 30, 2024 was served upon the following parties via publication on February 2, 2024, and February 9, 2024, as shown on the attached Proof of Publication:

Super Smash Brothers, LLC
Unifund CCR, LLC
Scott Allan Rugg
Cynthia Kaye Rugg

Signed this March 4, 2024.



Donald R. Shuler, #26587-71
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

ALERT: SEVERE WEATHER CONDITIONS ACROSS THE U.S. MAY DELAY FINAL DELIVERY OF Y...

USPS Tracking®

Tracking Number:

7018036000028183836

Copy Add to Informed Delivery (<https://inform>)

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CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

7018 0360 0000 2818 3836

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To Super Smash Brothers, LLC

Street and Apt c/o CEO Matthew Vukovich

City, State, ZIP+4® 4000 E. Bristol St., Suite #3
 Elkhart, Indiana 46514

PS Form 3800, April 2013 PSN 7530-02-000-9053 See Reverse for Instructions

ELKHART, INDIANA
 JAN 31 2024
 USPS 46526
 H12 N. 7th St.

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 11:02 am on February 2, 2024 in ELKHART, IN 46514.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Front Desk/Reception/Mail Room

ELKHART, IN 46514

February 2, 2024, 11:02 am

See All Tracking History

Feedback

What Do USPS Tracking Statuses Mean?

	SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Text & Email Updates	<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature </p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
USPS Tracking Plus®	<p>1. Article Addressed to:</p> <p>Super Smash Brothers, LLC c/o CEO Matthew Vukovich 4000 E. Bristol St., Suite #3 Elkhart, Indiana 46514</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
Product Information	<p>9590 9402 3503 7275 3687 51</p> <p>2. Article Number (Transfer from service label) 7018 0360 0000 2818 3836</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery (over \$500)</p>

Track Another Package

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CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy)
 Return Receipt (electronic)
 Certified Mail Restricted Delivery
 Adult Signature Required
 Adult Signature Restricted Delivery

Postmark Here

N. 7th St.

Postage

Total Postage and Fees

Sent To

Unifund CCR, LLC
 2618 East Paris Avenue SE
 Grand Rapids, MI 49546

PS Form 3800, April 2015 PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Unifund CCR, LLC
 2618 East Paris Avenue SE
 Grand Rapids, MI 49546



9590 9402 3503 7275 3687 37

2. Article Number (Transfer from service label)

7018 0360 0000 2818 3850

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
 B. Received by (Printed Name) Jessica Church
 C. Date of Delivery 2/2/24
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™
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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy)
 Return Receipt (electronic)
 Certified Mail Restricted Delivery
 Adult Signature Required
 Adult Signature Restricted Delivery

Postmark Here

H12 N. 7th St.

Postage

Total Postage and Fees

Sent To

Super Smash Brothers, LLC
 c/o Registered Agent Gary Griner
 2827 Lincolnway East
 Mishawaka, Indiana 46544

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Super Smash Brothers, LLC
 c/o Registered Agent Gary Griner
 2827 Lincolnway East
 Mishawaka, Indiana 46544



9590 9402 3503 7275 3687 44

2. Article Number (Transfer from service label)

7018 0360 0000 2818 3843

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
 B. Received by (Printed Name) Anny Brookman
 C. Date of Delivery 2/2/24
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

Proof of Publication

COPY

Ad # 1869278

STATE OF INDIANA,

Elkhart County, }

ss:

ORDER OF CITY OF GOSHEN BUILDING COMMISSIONER

To: Super Smash Brothers, LLC Unifund CCR, LLC
Scott Allan Rugg Cynthia Kaye Rugg

RE: 412 North Seventh Street, Goshen, Indiana 46526.
Lot 82 in Chamberlain's 2nd Addition to City of Goshen

You are hereby **ORDERED** to either substantially repair the unsafe buildings located at the above referenced property or to demolish said unsafe buildings and remove all demolition remains, trash, and debris on the property and return the site to natural grade, all of said work, either substantial repairs or demolition, to be completed on or before March 31, 2024

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, March 7, 2024 at 4:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana. You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required demolition and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on January 30, 2024.

February 2, 9 hspaxlp

n, on oath say that THE GOSHEN NEWS is a daily
eral circulation, printed and published in the City of
ounty and State of aforesaid; that the annexed true copy

said newspaper two consecutive weeks as follows:

On the day of February 2, 2024

On the day of February 9, 2024

Anna Kovalenko

Subscribed and sworn before me this day of February 9, 2024

Angela S. Kulczar Notary Public

\$74.77

My commission expires February 04, 2027
Commission # NP0718334

The Goshen News
114 S. Main St., Goshen, IN 46526
ID # 82-2664009



Proof of Publication

COPY

Ad # 1869278

STATE OF INDIANA,
Elkhart County, }

ss:

I, being duly sworn, on oath say that THE GOSHEN NEWS is a daily newspaper of general circulation, printed and published in the City of Goshen, in the County and State of aforesaid; that the annexed true copy was published in said newspaper two consecutive weeks as follows:

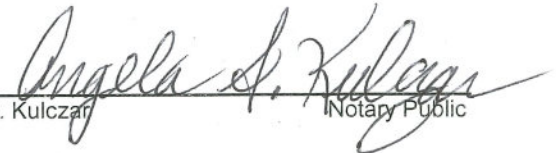
On the day of February 2, 2024

On the day of February 9, 2024



Anna Kovalenko

Subscribed and sworn before me this day of February 9, 2024


Angela S. Kulczar Notary Public

My commission expires February 04, 2027
Commission # NP0718334



\$74.77

The Goshen News
114 S. Main St., Goshen, IN 46526
ID # 82-2664009

ORIGIN: Trade jack. Yes, the diamond king could facilitate the defense, but it is more likely to have declarer from a guess.
To: Superintendent Scott
RE: 5. Look only at the South

You are looking at buildings located in unsafe buildings located on the property of substantial risk in 2024

You are before the Board of Public Works of the City of Goshen, Indiana. You are counsel, to present arguments at a hearing, the Board of Public Works of this Order.

You are here in the City of Goshen, Indiana. I bill you for the services performed as a City will incur upon the real estate any other jud

This Order Myron Grise, City of Goshen, Building Commission 46528, and t
Annette Bening discussed an. 11 in New York.

This Order January 30, 2024

Annette B

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER**

March 7, 2024

To:	Super Smash Brothers, LLC c/o CEO Matt Vukovich 4000 E. Bristol St., Suite #3 Elkhart, Indiana 46514	Super Smash Brothers, LLC c/o Registered Agent Gary Griner 2827 Lincolnway East Mishawaka, Indiana 46544
	Unifund CCR, LLC 2618 East Paris Avenue SE Grand Rapids, Michigan 49546	Scott Allan Rugg Cynthia Kaye Rugg

IN RE: Violation of Goshen City Code

Property located at: 412 North Seventh Street, Goshen, Indiana

Property Tax Code: 20-11-09-237-004.000-015

Property Legal Description: see Attached Exhibit A

Property owner(s) of record: Super Smash Brothers, LLC

Substantial property of interest of record: Unifund CCR, LLC
Scott Allan Rugg
Cynthia Kaye Rugg

Section 1. Background

The Order of the City of Goshen Building Commissioner dated January 30, 2024 (hereinafter “Order”) concerning the real estate located at 412 North Seventh Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the “Real Estate”) came before the Hearing Authority on March 7, 2024, for a hearing and decision as to whether the Order should be affirmed, rescinded, or modified, said Order requiring:

Substantial repair of the unsafe building at the Real Estate or demolition of the unsafe building at the Real Estate, including removal of all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work, either substantial repairs or demolition, to be completed on or before March 31, 2024.

The following specific violations of Goshen City Code were identified in the Order:

1. The concrete steps leading to the basement at the residential structure are breaking, making them unsafe, a violation of Section 6.3.1.1(j).
2. The heating and mechanical system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). The duct system is not properly connected and is severely rusted and damaged. There is no active gas meter.
3. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). There is no active water usage.
4. The residential structure's foundation has not been kept in good repair, a violation of Section 6.3.1.1(b). The foundation has cracks and holes, and an area of the foundation in the rear of the structure has been removed.
5. The residential structure's floors have not been kept in good repair, a violation of Section 6.3.1.1(b). The floor in the rear of the structure has a large hole and is not properly supported and therefore in danger of collapse.
6. The residential structure's ceilings have not been kept in good repair, a violation of Section 6.3.1.1(b). Areas of the ceiling have collapsed; other areas show signs of water damage, is sagging, and therefore in danger of collapse.
7. The residential structure's roof has not been kept in good repair and is not weather proof, a violation of Sections 6.3.1.1(b) and (c). The flat roof assembly at the rear of the structure is significantly water damaged and in danger of collapsing.
8. The residential structure's electrical system is inoperable, a violation of Section 6.3.1.1(a). There is exposed wiring throughout the structure, no electric meter, and evidence of tampering with exterior overhead wires.
9. An exterior door has been removed, there are multiple broken windows, and there is rotted window and door trim, all of which are violations of Section 6.3.1.1(d).
10. A large portion of the residential structure has missing siding and other areas have damaged siding, a violation of Section 6.3.1.1(bb).
11. The residential structure is not secured, a violation of Section 6.3.1.1(ff). There is evidence of the structure being occupied by a squatter; the structure is full of trash, food, and furniture.
12. The residential structure has deteriorated due to neglect so that it is in danger of collapsing, a violation of Section 6.3.1.1(r). Approximately 10 to 15 feet of foundation has been removed in the rear of the structure; a load bearing beam in the basement is not properly supported and has begun to sag; walls are starting to detach from the ceiling; the floor in the rear of the structure is in danger of collapse; and the roof assembly in the rear of the property has failed, which has caused the ceiling to start collapsing.

Section 2. Findings

A hearing was held where evidence was presented and arguments heard. The Board of Public Works and Safety, as the City of Goshen’s Unsafe Building Hearing Authority, being duly advised in the premises, now makes the following findings and determinations:

A. Service of Process

Proper notice of the Order, and this hearing, was given to all persons with a substantial property interest in the Real Estate. Notice was sent Certified Mail, return receipt requested, and regular mail, as well as via publication, and proof of service is established by the Certificate of Service, provided to the Hearing Authority.

B. Building Conditions / Violations

- The Hearing Authority finds the evidence presented supports the facts contained in the Order of the City of Goshen Building Commissioner, dated January 30, 2024, as to the condition of the structure at the Real Estate and the corresponding violations of Goshen City Code, and therefore adopts the same as its findings.

- The Hearing Authority finds the evidence presented partially supports the facts contained in the Order of the City of Goshen Building Commissioner, dated January 30, 2024, as to the condition of the structure at the Real Estate and the corresponding violations of Goshen City Code, and therefore adopts the same as its findings, with the following modifications and/or revisions:

- The Hearing Authority finds the evidence presented does not support the facts contained in the Order of the City of Goshen Building Commissioner, dated January 30, 2024, and therefore makes the following factual findings concerning the condition of the structure at the Real Estate:

C. Unsafe Building

- These conditions render the residential structure at the Real Estate an unsafe building as the residential structure is:
 1. In an impaired structural condition that makes it unsafe to person or property;
 2. A fire hazard;
 3. A hazard to public health;
 4. A public nuisance;
 5. Dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance.
 6. Vacant or blighted and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance.

D. Warranted Action.

In addition, the general condition of the unsafe building at the Real Estate, based on the above findings from the evidence presented to the Hearing Authority:

- Warrant demolition of the unsafe building. In its present condition, the unsafe building at the Real Estate is unfit for human habitation, occupancy, or use, and conditions exist to the extent that life, property, and safety of the public is threatened. Specifically,
 - Foundation system not capable of supporting nominal loads, the house is leaning and starting to sag
 - Collapsing ceilings and floors
 - Walls, ceilings, and floors detaching from each other
 - Continued exposure to elements, leading to further deterioration
 - General neglect and dilapidation
- Cannot be repaired cost effectively and/or the property owner(s) of record and/or substantial property interest(s) of record have failed to demonstrate a willingness or intention to repair the unsafe building, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
- Can be repaired cost effectively and the property owner(s) of record and/or the substantial property interest(s) of record have demonstrated a willingness or intention to repair the unsafe building, therefore the option of repair may effectively correct the conditions considered to be a danger to the public.

Section 3. Hearing Authority Order.

A. Action on Building Commissioner Order

Based on these findings, the Hearing Authority now ORDERS that the Order is

- Affirmed.
- Rescinded
- Modified as follows:

- The Hearing Authority hereby ORDERS the property owner and/or the substantial property interest(s) of record to either substantially repair the unsafe buildings and address the building conditions and code violations identified in Sections 1 and 2 at the Real Estate or to demolish said unsafe buildings and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work, either substantial repairs or demolition to be completed on or before _____.
- The Hearing Authority further ORDERS that there will be a review hearing to determine compliance with this Continuous Enforcement Order held before the Goshen Board of Public Works and Safety on **Thursday**, _____.

You are entitled to appeal these findings of facts and this Order to the Elkhart Superior Court by filing a verified complaint within ten (10) days of the date of this action. Should you fail to file a verified complaint within the specified time, then your right to appeal will be forfeited.

I.C. § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the Building and/or the Real Estate affected by this Continuous Enforcement Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the Building and/or the Real Estate, you must supply City of Goshen Building Commissioner Myron Grise with the full name, address, and telephone number of the other person taking a substantial property interest in the Building and/or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Grise's office is located at 204 East Jefferson Street, Suite 5, Goshen, Indiana 46528, or you may contact him at 574-534-1811. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety is issued on March 7, 2024.

City of Goshen Board of Public Work and Safety

By: _____
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on March 7, 2024

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

EXHIBIT A

Lot number eighty two (82) in Chamberlain's Second Addition to the Town, now City of Goshen.

Certificate of Service

The undersigned hereby certifies that the foregoing Record of Action and Continuous Enforcement Order of the City of Goshen Board of Public Works and Safety dated March 7, 2024, 2024, for the premises at 412 North Seventh Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested, and by regular first-class mail to the last known address of the following persons to be notified on March _____, 2024

Super Smash Brothers, LLC
c/o CEO Matt Vukovich
4000 E. Bristol St., Suite #3
Elkhart, Indiana 46514

Super Smash Brothers, LLC
c/o Registered Agent Gary Griner
2827 Lincolnway East
Mishawaka, Indiana 46544

Unifund CCR, LLC
2618 East Paris Avenue SE
Grand Rapids, Michigan 49546

Donald R. Shuler, #26587-71
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

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