



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF August 13, 2024**

To access online streaming of the meeting, go to <https://us02web.zoom.us/j/81223011833>

The Goshen Redevelopment Commission will meet on August 13, 2024 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. CHANGES TO THE AGENDA

3. APPROVAL OF MINUTES

4. NEW BUSINESS

1. RESOLUTIONS

- a. Resolution 15-2024 – Interlocal Agreement with the County of Elkhart for the Establishment of the Marion Branch Quiet Zone

2. REQUESTS

- a. Approve Change Order No. 2 with Niblock Excavating for the County Courts Roadway Improvement Project
- b. Request to Issue Request for Proposals for Design of the Reconstruction of the Century Drive, Dierdorff from CR 40 to Kercher, Eisenhower Drive from US 33 to Dierdorff and Caragana Court
- c. Request to Approve Scoping Agreement with GM Development for the Goshen New South Fire Station
- d. Request to Approve an Agreement with Abonmarche Consultants for the Hawks Building Minor Subdivision of Lot A

5. APPROVAL OF REGISTER OF CLAIMS

6. MONTHLY REDEVELOPMENT STAFF REPORT

7. OPEN FORUM

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

8. ANNOUNCEMENTS

Next Regular Meeting – September 10, 2024 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of July 9, 2024

The Goshen Redevelopment Commission met in a regular meeting on July 9, 2024 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

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

Present: Brian Garber, Jonathan Graber, Megan Hessler, Brett Weddell and Colin Yoder

Absent: Bradd Weddell

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve the minutes of the June 11, 2024 regular meeting.

The motion was adopted unanimously.

ELECTION OF SECRETARY

Commissioner Weddell nominated Commissioner Graber for Secretary of the Goshen Redevelopment Commission and Commissioner Yoder seconded. The nomination was closed and the motion was adopted unanimously and Commissioner Graber was elected Secretary of the Goshen Redevelopment Commission.

Resolution 10-2024 – Resolution Approving and Ratifying the Mediated Settlement Agreement with River Art, LLC

(2:10) Becky Hutsell, Redevelopment Director, the attached memo prepared by Don Shuler, Redevelopment Attorney, detailing the timeline of River Art performance of an Agreement for the Lease and Development of Real Estate dated March 26, 2018, amended on May 14, 2019 and again on April 21, 2022. While River Art did develop the Hawk Building lot they failed to develop the Third Street Project per the terms of the Agreement, as amended. A Mediation Agreement was reached in efforts to ensure the future development of the Third Street Project Real Estate. A copy of The Mediated Settlement Agreement is detailed in the memo and also a copy in the packet.

Discussion, comments between staff and Commission members regarding the original agreement.

A motion was made by Commissioner Graber and seconded by Commissioner Weddell to approve Resolution 10-2024.

The motion was adopted unanimously.

Resolution 11-2024 – Partial Forgiveness of Loans to Goshen Theater, Inc.

(9:50) Becky Hutsell, Redevelopment Director, an annual request to forgive the loans to Goshen Theater. Next year is the final year.

Susan Visser, Executive Director, Goshen Theater, thanked the Commission for their continued support. Told the Commission of the variety of upcoming events at the theater.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessler to approve Resolution10-2024.

The motion was adopted unanimously.

Resolution 12-2024 – Annual Determination of Excess Assessed Value in the Consolidated River Race/ US 33 Allocation Area

(26:00) Becky Hutsell, Redevelopment Director, this is done annually to send notice that there are no excess funds in the Consolidated River Race / US 33 Allocation Area.

A motion was made by Commissioner Weddell and seconded by Commissioner Yoder to approve Resolution12-2024.

The motion was adopted unanimously.

Resolution 13-2024 – Annual Determination of Excess Assessed Value in the Southeast Allocation Area

(31:00) Becky Hutsell, Redevelopment Director, this is done annually to send notice that there are no excess funds in the Southeast Allocation Area.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessler to approve Resolution13-2024.

The motion was adopted unanimously.

Resolution 14-2024 – Annual Determination of Excess Assessed Value in the Lippert/Dierdorff Allocation Area

(32:00) Becky Hutsell, Redevelopment Director, this is done annually to send notice that there are no excess funds in the Lippert/Dierdorff Allocation Area.

A motion was made by Commissioner Weddell and seconded by Commissioner Yoder to approve Resolution14-2024.

The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to amend the Register of Claims from the original amount of \$467,964.02 to a new total of \$1,807,213.58.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve payment of the Amended Register of Claims totaling \$1,807,213.58.

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Becky Hutsell, Redevelopment Director, stated Niblock Excavating will start on East Lincoln project at the end the month. Ariel Cycleworks is moving forward with the original plan and anticipate to start moving dirt in the next couple months. A loan for Cherry Creek development has been secured from the state. A few months ago House Bill 1005 established a residential low interest program. We submitted an application for the Cherry Creek infrastructure for the full amount of 24 million and was awarded 11 million, which is 3 times more than other committees were awarded. The Indiana Finance Authority will be issuing the bond.

OPEN FORUM

Commissioner Garber asked about the repair made to the Madison Street railroad crossing.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for August 13, 2024 at 3:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Yoder and seconded by Commissioner Hessel to adjourn the meeting.

The motion was adopted unanimously.

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

APPROVED on August 13, 2024

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Jonathan Graber, Secretary

**GOSHEN REDEVELOPMENT COMMISSION
RESOLUTION 15-2024**

**Interlocal Agreement
with the County of Elkhart
for the Establishment of the Marion Branch Quiet Zone**

WHEREAS the City of Goshen and the County of Elkhart have negotiated an interlocal agreement to coordinate the establishment of a railroad quiet zone on the Marion Branch from Washington Street to County Road 42.

WHEREAS the Redevelopment Commission previously approved the terms and conditions and authorized execution of the Interlocal Agreement by Resolution 09-2024.

WHEREAS revisions were subsequently made to the interlocal agreement thereby necessitating the Redevelopment Commission's approval of the revised interlocal agreement.

WHEREAS pursuant to I.C. § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Interlocal Agreement for the Establishment of the Marion Branch Quiet Zone with the County of Elkhart, a copy of which is attached to and made a part of this resolution. The attached Interlocal Agreement replaces the previous version attached to Resolution 09-2024.

BE IT FURTHER RESOLVED that the President and Secretary are authorized to execute the Interlocal Agreement on behalf of the Goshen Redevelopment Commission and the City of Goshen.

PASSED by the Goshen Redevelopment Commission on August _____, 2024.

President

Secretary



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

August 13, 2024

To: Goshen Redevelopment Commission

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 15-2024, Interlocal Agreement with the County of Elkhart for the Establishment of the Marion Branch Quiet Zone

The Redevelopment Commission previously approved in May the terms and conditions and authorized execution of the Interlocal Agreement with the County for the establishment of the Marion Branch Quiet Zone. Under the agreement, the County is approving the establishment of the new quiet zone and delegating to the City the authority to take all such actions as required by the federal regulations to establish the new quiet zone. This specifically includes the County Road 42 grade crossing as well as at the location of the closed County Road 40 crossing that are outside the city limits. Goshen Redevelopment Commission is agreeing to provide the funding for the implementation of one or more safety measures required for the establishment of the new quiet zone.

The City and County have negotiated revisions to the agreement, one being the establishment of a joint board to facilitate decision making under for the project. The Commission will appoint one person to this joint board. Thus, it is necessary for the Commission to approve the terms and conditions of the revised Interlocal Agreement, again authorize the President and Secretary to execute the Interlocal Agreement on behalf of the Redevelopment Commission and the City, and appoint one individual to the joint board.

**INTERLOCAL AGREEMENT
BETWEEN CITY OF GOSHEN AND COUNTY OF ELKHART
FOR THE ESTABLISHMENT OF THE MARION BRANCH QUIET ZONE**

THIS INTERLOCAL AGREEMENT is made and entered into on _____, 2024, by and between City of Goshen, Indiana (“City”), by and through the Goshen Board of Public Works and Safety and the Goshen Redevelopment Commission, and with the approval of the Goshen Common Council; and County of Elkhart, Indiana (“County”), by and through the Board of Commissioners of the County of Elkhart, and with the approval of the Elkhart County Council.

WITNESSETH:

WHEREAS, City is in the process of making application to the Federal Railroad Administration to establish a new railroad quiet zone on the Marion Branch from Washington Street to County Road 42, hereinafter referred to as the “Marion Branch Quiet Zone.”

WHEREAS, since the proposed new quiet zone includes the public highway-rail grade crossings which are under the authority and control of County and public highway-rail grade crossings which are under the authority of City, in accordance with 49 C.F.R. § 222.37(a), both City and County must agree to the establishment of the quiet zone, and County has chosen to delegate to City the authority to take such actions as are required by 49 C.F.R. pt. 222 to establish the Marion Branch Quiet Zone.

WHEREAS, such actions required to establish and maintain the Marion Branch Quiet Zone by City will include the implementation and maintenance of one or more safety measures at each grade crossing within the new quiet zone.

WHEREAS, I.C. § 36-1-7 et seq. provides that a power that may be exercised by a political subdivision and by another governmental entity may be exercised by one entity on behalf of the other entity if the entities enter into a written agreement under I.C. § 36-1-7-3 and I.C. § 36-1-7-9.

NOW, THEREFORE, in consideration of the foregoing and the promises and commitments herein contained, City and County agree as follows:

Section 1. PURPOSE; DELEGATION OF AUTHORITY; CITY RESPONSIBILITIES.

- (A) This purpose of this agreement is to coordinate the establishment and operation of the Marion Branch Quiet Zone, including the construction, maintenance, repair, replacement, and funding required for necessary railroad crossing safety measures and improvements at each grade crossing within the Marion Branch Quiet Zone, hereinafter referred to as “the Project.”

- (B) County agrees to the establishment of the Marion Branch Quiet Zone.
- (C) County delegates to City the authority to take all such actions as are required by 49 C.F.R. Part 222 to establish and maintain the Marion Branch Quiet Zone, including the implementation of all needed safety measures and improvements at the public highway-rail grade crossings at County Road 42 (DOT# 533515K) and the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D) (collectively the “Covered Crossings”).
- (D) City accepts the delegation of authority from County to take all such actions as required by 49 C.F.R. Part 222 to establish and maintain the Marion Branch Quiet Zone, including the implementation of all needed safety measures and improvements at the Covered Crossings.
- (E) The public highway-rail grade crossing at County Road 40 (DOT# 533514D) has been permanently closed to highway traffic as a companion project to the construction of the Waterford Mills Parkway overpass. No further railroad crossing safety measures and improvements are anticipated to be required at this location. Nevertheless, City agrees to meet the legal requirements and the Federal Railroad Administration’s guidance for construction and completion of the needed safety measures and improvements at the closed public highway-rail grade crossing at County Road 40.
- (F) The existing crossing at County Road 42 (DOT# 533515K) has one (1) mainline track with one (1) travel lane in each direction. The existing approach pavement and crossing surface is in good condition. The existing crossing has an active warning system consisting of post mounted flashing lights. Due to the quiet zone requirements, City agrees to upgrade the active warning devices to include flashing red lights with gates and constant warning time. In addition to upgrading the active warning devices, 100 feet of channelization devices will be added to both approaches while the pavement markings and signage will be updated to meet MUTCD requirements within a quiet zone. The existing crossing and proposed safety measures and improvements to be installed are depicted in Exhibit A. City agrees to meet the legal requirements and the Federal Railroad Administration’s guidance for construction and completion of the needed safety measures and improvements at the public highway-rail grade crossing at County Road 42.
- (G) City agrees to maintain all safety measures and improvements required by 49 C.F.R. Part 222 for the Covered Crossings as long as the Marion Branch Quiet Zone exists.
- (H) City assumes full responsibility for the Project as long as the Marion Branch Quiet Zone exists. County has no obligation or responsibility for the Project.

Section 2. DURATION.

- (A) This agreement shall be effective upon its execution by the parties and continue for a period of four (4) years. This this agreement shall automatically renew for additional four-year periods, unless one party gives the other party 90 days’ written notice of its intent to terminate the agreement prior to expiration of each four (4) year term.
- (B) This agreement shall automatically terminate if the Marion Branch Quiet Zone established as part of the Project ceases to exist.
- (C) This agreement shall automatically terminate upon the effective date of the City’s annexation of the real estate that includes the right-of-way that includes both of the Covered Crossings.

Section 3. ADMINISTRATION.

City shall serve as the lead agency for the Project, and assumes and agrees to be responsible for the overall administration of the Project, including:

- (A) Filing application for the establishment of a new quiet zone to the Federal Railroad Administration in accordance with 49 C.F.R. § 222.39(b).
- (B) Providing all required written notifications of the intent to create, and if approved, the establishment of the new quiet zone in accordance with 49 C.F.R. § 222.43.
- (C) Providing County with all necessary information and documentation for County to furnish any certifications required of County under Federal regulations and allowing County adequate time to review.
- (D) Design engineering services for the railroad crossing improvements to be constructed for the Project.
- (E) Bidding the construction of the railroad crossing improvements required for the Project.
- (F) Obtaining all necessary permits and approvals required to construct the railroad crossing improvements required for the Project.
- (G) Administering all contract(s) for the construction of the railroad crossing improvements required for the Project, including inspection services.
- (H) Maintaining all documents, contracts, notices or other records required to be maintained in connection with this Project.
- (I) Providing such other general administrative services as are necessary for the Project.
- (J) In order to facilitate decision-making for the Project, a joint board is hereby established which will consist of four (4) individuals. One (1) individual will be appointed by the City's Redevelopment Commission. One (1) individual will be appointed by the City's Mayor. One (1) individual will be appointed by the Board of Commissioners of the County. One (1) individual will be appointed by the County Highway Engineer. These individuals will be subject to removal and replacement by the appointing authority at will. The joint board will review any questions or issues with respect to the Project which are not addressed by this agreement. The final decisions on such matters with respect to the Project will be made by the joint board by a majority vote. Where the decision cannot be made by the joint board, the question or issue will be referred to the City and the County for resolution. Any real or personal property acquired, held, or disposed of as part of the Project shall be acquired, held, or disposed of by the party that originally acquired the property.

Section 4. FUNDING.

- (A) City shall provide all funding for the Project. City's Redevelopment Commission agrees to provide all funding required for the establishment of the new quiet zone, including funding the costs incurred by County in furnishing any certification required by Federal law and the costs for implementing of one or more safety measures and improvements required at each grade crossing within the new quiet zone.
- (B) City's Clerk-Treasurer will receive, disburse and account for all monies received and/or expended in the course of carrying out the obligations as set forth in this agreement.

Section 5. REAL ESTATE AND PERSONAL PROPERTY.

- (A) It is not anticipated that additional real estate will be needed to implement the Project. In the event it is necessary to acquire additional real estate for the Project, City shall fund the acquisition of the real estate and shall dedicate the real estate as public right-of-way.
- (B) As long as the Marion Branch Quiet Zone is in effect, the safety measures and improvements required at each grade crossing to continue the quiet zone shall be City's responsibility for operation and maintenance. County shall have no duties, liabilities, or obligations to operate, maintain, or improve the grade crossings while the Marion Branch Quiet Zone is in effect. In the event the quiet zone status ceases to exist or is withdrawn for all or a portion of the Marion Branch Quiet Zone that includes the public highway-rail grade crossing at either or both of the Covered Crossings, then the duty to maintain and operate the safety measures and improvements for each respective location withdrawn shall revert to the party with jurisdiction over that portion of the former quiet zone. City shall indemnify County for any costs incurred by County associated with the work required to place such reverted grade crossings in normal operating condition and compliant with all applicable laws existing at the time of reversion without the quiet zone safety measures and improvements. This subsection survives the termination of this agreement.
- (C) In the event that City annexes the real estate that includes the right-of-way that consists of the public highway-rail grade crossings at either or both of the Covered Crossings, then the safety measures and improvements for the respective location that is annexed shall be operated, maintained, and improved by City upon the effective date of annexation for the respective location. This subsection survives the termination of this agreement.
- (D) In the event that the duty to maintain, operate, or improve either or both of the Covered Crossings is transferred to or assumed by County for any reason while the Marion Branch Quiet Zone exists, City shall indemnify County for any costs incurred by the County in performing such duties with respect to the Covered Crossings that remain within the Marion Branch Quiet Zone.
- (E) Upon termination of this agreement, City shall indemnify County for any costs incurred by the County associated with work performed on the Covered Crossings required to comply with the Marion Branch Quiet Zone if required to exist or to return the Covered Crossings to normal, operating condition and compliant with all applicable laws as they exist at the time of termination if the Marion Branch Quiet Zone is no longer required to exist.

Section 6. LIMITATIONS OF LIABILITY.

City acknowledges that County shall not be liable to City for completion of or the failure to complete any activities associated with the Project, and City agrees to defend, indemnify, and hold harmless County and its agents, officers, and employees from all claims, demands, actions, and causes of action of any nature whatsoever arising from the Project, from all judgments therefore, and for all expenses in defending or appealing any such claims or judgments, including without limitation court costs, attorney's fees, and other expenses.

Section 7. NON-DISCRIMINATION.

Pursuant to I.C. § 22-9-1-10, the parties to this agreement each agree not to discriminate against any employee or applicant for employment to be employed in the performance of any work under this agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of an individual's race,

religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

Section 8. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to I.C. § 22-5-1.7 et seq., the parties to this agreement each agree to enroll in and verify the work eligibility status of all newly hired employees of each respective party through the E-Verify program as defined by I.C. § 22-5-1.7-3; provided, however, the parties are not required to verify the work eligibility status of all newly hired employees after the date of the agreement through the E-Verify Program if the E-Verify Program no longer exists.

Each party to this agreement shall not knowingly employ or contract with an unauthorized alien, or retain an employee or continue to contract with a person that the respective party subsequently learns is an unauthorized alien.

Section 9. ANTI-NEPOTISM.

The parties to this agreement are each aware of the provisions of I.C. § 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with government entities, and agree to comply with such statute.

Section 10. SUPPLEMENTAL DOCUMENTS.

City and County agree to execute any and all supplemental documents and to take any and all supplemental steps as are reasonable and appropriate to accomplish the purposes and provisions of this agreement.

Section 11. NOTICE

Any notice required or permitted under this agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail, with proper postage affixed thereto, and which notice shall be effective three (3) days after the date of mailing:

City: City of Goshen, Indiana
Attention: Gina M. Leichty, Mayor
202 South Fifth Street
Goshen, Indiana 46528

with a copy to:

City of Goshen Legal Department
Attention: Bodie Stegelmann, City Attorney
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

County: County of Elkhart, Indiana
Attention: Jeff Taylor, County Administrator
117 North Second Street
Goshen, Indiana 46526

with a copy to:

Craig Buche, Elkhart County Attorney
Yoder, Ainlay, Ulmer & Buckingham, LLP
130 North Main Street
Goshen, Indiana 46526

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

Section 12. AMENDMENT.

This agreement may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of an amendment by the parties.

Section 13. SEVERABILITY.

If any provision, covenant, agreement or portion of this agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this agreement, and to that end, any provisions, covenants, agreements or portions of this agreement are declared to be severable.

Section 14. INDIANA LAW.

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

Section 15. BINDING EFFECT.

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this agreement may not be assigned without the express written consent of the non-assigning party.

Section 16. ENTIRE AGREEMENT.

Except as otherwise expressly provided, this agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.

Section 17. FILING REQUIREMENTS.

Within thirty (30) days after the approval and execution of this agreement, City shall have this agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana law.

Section 18. COUNTERPARTS.

This agreement may be executed in multiple counterparts and with multiple, but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one single and unified agreement when combined.

IN WITNESS WHEREOF, the parties have duly executed this agreement pursuant to all requisite authorizations as of the dates set forth below.

[Signature pages follow.]

The Goshen Board of Public Works and Safety of the City of Goshen, Indiana, hereby executes the foregoing Interlocal Agreement on _____, 2024.

Goshen Board of Public Works and Safety
City of Goshen, Indiana

Gina M. Leichty, Mayor and Member

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Gina M. Leichty, Mayor and Member, Mary Nichols, Member, Orv Myers, Member, Michael A. Landis, Member, and Barb Swartley, Member of the Goshen Board of Public Works and Safety of the City of Goshen, Indiana, and acknowledged the execution of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

The Goshen Redevelopment Commission of the City of Goshen, Indiana, hereby executes the foregoing Interlocal Agreement on _____, 2024.

Goshen Redevelopment Commission
City of Goshen, Indiana

Brian Garber, President

Jonathan Graber, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Brian Garber, President and Jonathan Graber, Secretary of the Goshen Redevelopment Commission of the City of Goshen, Indiana, and acknowledged the execution of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

APPROVAL

The Goshen Common Council of the City of Goshen, Indiana hereby approves of the foregoing Interlocal Agreement on _____, 2024.

Goshen Common Council
City of Goshen, Indiana

Gina M. Leichy, Mayor and Presiding Officer

Richard M. Aguirre, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Gina M. Leichy, Mayor and Presiding Officer, and Richard M. Aguirre, Clerk Treasurer, on behalf of the Goshen Common Council of the City of Goshen, Indiana, and acknowledged the execution of the Approval of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

The Board of Commissioners of the County of Elkhart, on behalf of the County of Elkhart, Indiana, hereby executes the foregoing Interlocal Agreement on _____, 2024.

Board of Commissioners of the County of Elkhart
County of Elkhart, Indiana

Bob Barnes, Commissioner

Bradley D. Rogers, Commissioner

Suzanne Weirick, Commissioner

Attest:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Bob Barnes, Commissioner, Bradley D. Rogers, Commissioner, and Suzanne Weirick, Commissioner of the Board of Commissioners of the County of Elkhart, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, on behalf of the County of Elkhart, Indiana, and acknowledged the execution of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

APPROVAL

The Elkhart County Council of the County of Elkhart, Indiana hereby approves of the foregoing Interlocal Agreement on _____, 2024.

Elkhart County Council
County of Elkhart, Indiana

By: _____
Printed: _____
President

Attest:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared _____, President of the Elkhart County Council, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, on behalf of the County of Elkhart, Indiana, and acknowledged the execution of the Approval of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City Attorney, City of Goshen, Indiana, Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Bodie J. Stegelmann).

Exhibit A



P:\2023\DOT#533515K\DOT#533515K.dwg
 11/29/23 10:42 AM
 JMB

COUNTY ROAD 42 CROSSING (DOT#533515K)

AMERICAN
STRUCTUREPOINT
INC.

205 West Jefferson Boulevard, Suite 404
South Bend, IN 46601
TEL 574,287,2231 FAX 574,287,7105
www.structurepoint.com

DES. NO.:	N/A	SCALE:	1" = 50'
PREPARED BY:	BET	CHECKED BY:	JMB
DATE:	11/29/23	DATE:	11/29/23
JOB NO.:	0200901086	SHEET NO.:	19 OF 19



**Engineering Department
CITY OF GOSHEN**

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

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Redevelopment

FROM: Goshen Engineering Department

RE: **CHANGE ORDER NO. 2 FOR COUNTY COURTS CONSOLIDATION
ROADWAY IMPROVEMENTS
(JN: 2021-0014)**

DATE: July 25, 2024

Attached, find Change Order No. 2 for the County Courts Consolidation Roadway Improvements project.

Due to unforeseen circumstances the MOT between the INDOT multi-use path project and our project conflicted. All parties met and agreed upon the MOT for the INDOT project, would remain in place, effectively closing the intersection for Reliance Road and U.S. 33. This allowed for safe conditions for the general public and the utility relocation efforts on Reliance Road. All parties agreed that Niblock would take control of that portion of the MOT once it was not needed for the INDOT phasing. On July 3, 2024, Niblock took down this MOT and installed the contract MOT for the current phase of this project.

The original contract amount was \$4,165,762.30. Niblock taking control of the MOT from INDOT will increase the contract by \$24,966.00, for a revised contract amount of \$4,193,995.06, an increase of 0.68%.

Requested motion: Move to approve Change Order No. 2 for Niblock to take control of the project MOT from INDOT for an increase of \$24,966.00.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 2

Date: 7/25/24

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

OWNER: City of Goshen
PROJECT NAME: County Courts Consolidation Roadway Improvements
PROJECT NUMBER: 2021-0014
CONTRACTOR: Niblock Excavating, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)
Due to unforeseen circumstances the MOT between the INDOT multi-use path project and our project conflicted. All parties met and agreed upon the MOT for the INDOT project, would remain in place, effectively closing the intersection for Reliance Road and U.S. 33. This allowed for safe conditions for the general public and the utility relocation efforts on Reliance Road. All parties agreed that Niblock would take control of that portion of the MOT once it was not needed for the INDOT phasing. On July 3, 2024, Niblock took down this MOT and installed the contract MOT for the current phase of this project.

CO2.1	MOT	1	LS	@	\$24,966.00	\$24,966.00
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Subtotal - \$24,966.00

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 2

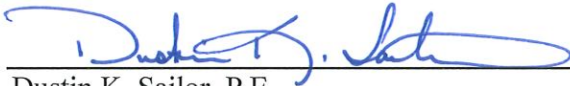
II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$4,165,762.30
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>1</u>	\$3,266.76
3. Amount of Contract, not including this supplement	\$4,169,029.06
4. Addition/ Reduction to Contract due to this supplement	\$24,966.00
5. Amount of Contract, including this supplemental	\$4,193,995.06
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$28,232.76
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)	0.68%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by ___ calendar days
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as x-2431, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by (.08) percent.

RECOMMENDED FOR ACCEPTANCE



Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Becky Hutsell, Redevelopment Director

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____
Signature of authorized representative

Printed

Title



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Issue Request for Proposals for Design of the Reconstruction of the Century Drive, Dierdorff from CR 40 to Kercher, Eisenhower Drive from US 33 to Dierdorff and Caragana Court

DATE: August 13, 2024

Within the Commission's Five-Year Capital Plan, we've included reconstruction of several roadways within the Southeast Consolidated TIF. Engineering has prepared three (3) Request for Proposals for the following projects:

1. Century Drive from College Avenue to Kercher Road;
2. Dierdorff from CR 40 to Kercher Road; and
3. Eisenhower Drive from US 33 to Dierdorff and Caragana Court from US 33 to Eisenhower Drive.

The proposed timelines for these projects are as follows:

- September 2, 2024 – Distribute RFP for all 3 projects
- October 1, 2024 – Deadline for Receipt of Proposals for all 3 projects
- October 8, 2024 – Redevelopment Commission Award for Century Drive
- October 11, 2024 – Notice to Proceed for Century Drive
- November 12, 2024 – Redevelopment Commission Awards for Dierdorff and Eisenhower/Caragana
- November 15, 2024 – Notice to Proceed for Dierdorff and Eisenhower/Caragana
- December 6, 2024 – 60% Plans for Century
- January 3, 2025 – 90% Plans for Century
- January 10, 2025 – 60% Plans for Eisenhower/Caragana
- February 7, 2025 – All Permits, Final Plans and Bid Documents for Century, 90% Plans for Eisenhower/Caragana, and 60% plans for Dierdorff
- March 7, 2025 – All Permits, Final Plans, and Bid Documents for Eisenhower/Caragana, 90% Plans for Dierdorff
- April 4, 2025 – All Permits, Final Plans, and Bid Documents for Dierdorff

Suggested Motion: To approve issuance of the Request for Proposals for Design of the Reconstruction of the Century Drive, Dierdorff from CR 40 to Kercher, Eisenhower Drive from US 33 to Dierdorff and Caragana Court from US 33 to Eisenhower Drive



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Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Approve Scoping Agreement with GM Development for the Goshen New South Fire Station

DATE: August 13, 2024

The City previously solicited sealed proposals seeking proposals and qualifications for the design, development, and build of the New South Fire Station. The proposals were received in April. Following interviews with the prospective teams submitting proposals, it was recommended that the City proceed with the team of GM Development, CORE Construction, and BKV Group; this recommendation was approved by the Goshen Redevelopment Commission on June 11, 2024.

The attached is a Scoping Agreement with GM Development for purposes of completing design and pre-construction services for the purpose of establish a guaranteed maximum price for the project, as well as completed construction documents. The costs of said Scoping Agreement will be included in the final Agreement for the construction of the New South Fire Station, unless the project is terminated.

Suggested Motion: Move to approve the Scoping Agreement with GM Development as presented, and authorize the Mayor to execute the Scoping Agreement

SCOPING AGREEMENT Goshen Fire Station

This Scoping Agreement (Goshen Fire Station) (the “Agreement”) is executed this ____ day of _____, 2024, by and between GM Development Companies LLC (the “Developer”), and the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Board of Public Works and Safety and the City of Goshen Redevelopment Commission (hereinafter collectively the “City”).

1. Definitions

Contractor shall mean CORE Construction.

Documentation Costs shall mean all fees, costs, and expenses incurred by Developer in connection with drafting and negotiating: (a) this Agreement; and (b) any other documents contemplated to be executed by this Agreement.

Force Majeure shall mean, with respect to a party: (a) an act or omission of the other party; or (b) any other cause that is not within the reasonable control of such party (including, without limitation: (i) unusually inclement weather; (ii) the unusual unavailability of materials, equipment, services or labor; (iii) epidemics, pandemics, and other public health circumstances resulting in a governmental declaration of a public health emergency; and (iv) utility or energy shortages or acts or omissions of public utility providers.

Laws shall mean all applicable: (a) laws, statutes, and/or ordinances; (b) governmental rules, regulations, and/or guidelines of or from: (i) governmental agencies, boards, commissions, or departments; and (ii) judicial, administrative, or regulatory bodies; and (c) judicial orders, consents, and/or decrees.

Project shall mean a new fire station and related infrastructure improvements to be constructed on the Project Site.

Project Costs shall mean the fees, costs, and expenses to be incurred in connection with the Project, including, without limitation: (a) the Documentation Costs; (b) the costs incurred in connection with the closing (to the extent that such costs are not included in the Documentation Costs); (c) the cost to develop and construct the Project in accordance with the terms and conditions of this Agreement, including all professional fees; (d) a reasonable and customary amount for contingencies; and (e) fees associated with the development and construction of the Project.

Project Site shall mean that certain real estate described generally in Exhibit A.

Scoping Period shall mean the period: (a) commencing on August 13, 2024; and (b) ending on the first to occur of: (i) the date that Developer delivers satisfactory scoping deliverables to the City; or (ii) the date that the City cancels the scoping process via written notification.

2. Scoping Period Deliverables. Subject to the terms and conditions of this Agreement, Developer and Contractor shall deliver the following deliverables upon the conclusion of the Scoping Period as more fully described in BKV Group’s August 1, 2024 proposal to Developer for design services, which is attached to this Agreement as Exhibit B:

- (a) Proposed Project schedule
- (b) Guaranteed budget
- (c) Schematic and programming design documents

(d) Draft contract and/or financing documents

3. Condition Failure. If one or more of the conditions set forth in Section 2 is not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, City either may elect to: (i) waive satisfaction of the conditions and proceed to the public hearing; or (ii) terminate this Agreement by a written notice to Developer. Notwithstanding anything to the contrary set forth herein, Developer and City shall work diligently and in good faith to satisfy the conditions set forth in this Agreement.

4. Plans, Budget, and Documents. During the Scoping Period, Developer and Contractor shall provide all appropriate (a) budget documents demonstrating the proposed Project Costs, (b) necessary draft legal documents related to Developer's proposed contractual and/or financing solution, (c) design and programming documents, and (d) schedules to be approved by City.

5. Insurance and Bonds. During the Scoping Period, Developer and Contractor shall demonstrate its ability to acquire the required insurance and bonds to complete the Project.

6. Payments. City shall make no payments to Developer during the Scoping Period. Should City decide not to pursue the Project upon the completion of the Scoping Period, City shall reimburse Project Costs related to design services only, and City shall retain the rights to all design documents for its future benefit and use. City shall not reimburse Developer for Project Costs for budgeting, legal expenses, or any other activities or services not related to design services. Any such reimbursement shall be limited to the costs incurred by Developer pursuant to BKV Group's August 1, 2024 proposal for design services, which is attached to this Agreement as Exhibit B.

7. City Covenants. The covenants set forth in this Section shall apply during the Scoping Period.

(a) **Agreement Compliance.** City shall faithfully observe and perform all of its obligations under this Agreement.

(b) **Laws.** City shall comply with the Laws in connection with the performance of its obligations under this Agreement; and (ii) in its use and operation of the Project Site.

(c) **Assurances.** City shall adopt such resolutions, execute and deliver such instruments, and make any and all further assurances as reasonably may be necessary or proper: (i) to carry out the intention of this Agreement; (ii) to facilitate the performance of this Agreement; and/or (iii) in connection with assuring and confirming the rights and benefits provided to Developer.

8. Developer Covenants.

(a) **Filings.** Developer shall keep in full force and effect, without any violations by Developer, any and all filings or registrations required by the Laws in connection with the performance by Developer of its obligations under this Agreement.

(b) **Laws.** Developer shall comply with all Laws in connection with the performance of its obligations under this Agreement.

(c) **Business.** Prior to completion of the Scoping Period, Developer shall not make or permit to be made any material change in the character of its business as currently conducted.

9. Authority Representations. Each of Developer and City represents and warrants that:

(a) it has: (i) the power and authority to enter into this Agreement and perform its obligations hereunder; (ii) the power and authority to carry out the transaction contemplated by this Agreement; and (iii) complied with the Laws relating to such transaction;

(b) it has been authorized by proper action to execute and deliver this Agreement, and to perform its obligations hereunder;

(c) neither the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder: (i) violates any Law or the terms and conditions of any indenture, material agreement, or other instrument to which it is a party, or by which it or any of its properties or assets is bound; (ii) conflicts with, results in a breach of, or constitutes a default under any such indenture, agreement, or other instrument; or (iii) results in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature upon any of its properties or assets; and

(d) this Agreement, once executed, will be legal, valid, and binding.

In addition to the foregoing: (a) Developer represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana; and (b) City represents and warrants that it is a public body organized and existing under the laws of the State of Indiana.

10. Notice. Any notice required or permitted to be given by either party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to Developer at 8561 N. County Road 175 E., Springport, IN 47386; and to City at 202 S. 5th St., Goshen, IN 46528, Attn: Mayor and at 204 E. Jefferson Street, Suite 2, Goshen, IN 46528, Attn: City Attorney. Either party may change its address for notice from time to time by delivering notice to the other party as provided in this Section.

11. Assignment. Neither Developer nor City shall: (a) assign this Agreement or any interest herein; or (b) delegate any duty or obligation hereunder. Notwithstanding any assignment or delegation: (a) the assigning or delegating party shall remain fully liable to perform all of its obligations under this Agreement; and (b) a consent by a party to any assignment or delegation shall not release the assigning or delegating party from such performance. Any transfer of this Agreement by operation of law (including, without limitation, a transfer as a result of merger, consolidation, or liquidation of Developer or City) shall constitute an assignment for purposes of this Agreement.

12. Force Majeure. Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure; then: (i) the party asserting Force Majeure shall deliver written notice to the other party; (ii) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (iii) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

13. BOT Statute. This Agreement is intended to be a scoping agreement authorized by Indiana Code §5-23. If and to the extent this Agreement is not such a public-private agreement, then this Agreement shall be deemed to: (a) include such terms not otherwise included; and (b) exclude such terms not otherwise excluded; as is necessary to cause this Agreement to be a public-private agreement.

14. Miscellaneous. This Agreement shall inure to the benefit of, and be binding upon, Developer and City, and their respective successors and assigns. This Agreement: (a) constitutes the entire agreement between Developer and City with respect to the subject matter hereof, and may be modified only by a written agreement executed by both Developer and City; (b) shall be governed by, and construed in accordance with, the laws of the State of Indiana; and (c) may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute a single instrument. The invalidity,

illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference.

[Signature Page Follows]

IN WITNESS WHEREOF, Developer and City have executed this Agreement on the date set forth in the introductory paragraph of this Agreement.

GM DEVELOPMENT COMPANIES LLC

By: _____
Greg Martz, Sole Member

CITY OF GOSHEN, INDIANA by its
Board of Public Works and Safety

By: _____
Gina M. Leichty, Mayor

GOSHEN REDEVELOPMENT COMMISSION

By: _____
Brian Garber, President

Exhibit A – Legal Description

A part of the north east quarter (NE $\frac{1}{4}$) of section thirty-five (35), Township thirty-six (36) North, Range six (6) East, Elkhart County, Indiana more particularly described as follows:

Commencing at an iron stake in the center line of County Road Number 40 said iron stake being set in concrete and marking the north east (NE) corner of the north east quarter (NE $\frac{1}{4}$) of section thirty-five (35) Township thirty-six (36) North , Range six (6) East, Elkhart County, Indiana; thence due west along the north line of the north east quarter of section thirty five and along the center line of County Road Number 40, sixteen and five tenths (16.5) feet to the place of beginning of this description; thence south zero (0) degrees one (1) minute east, one-thousand one hundred seventy-six and two tenths (1176.2) feet; then due west, two hundred forty-seven and five tenths (247.5) feet; thence south zero (0) degrees one (1) minute east, one hundred sixty-five (165) feet; thence due west, two thousand three hundred sixty-five and fifty-eight hundredths (2365.58) feet; thence north zero (0) degrees one (1) minute east, one thousand eleven and two tenths (1011.2) feet; thence due east, three hundred thirty (330) feet; thence north zero (0) degrees one (1) minute east, one hundred thirty (130) feet; thence due east, one thousand five hundred thirty-six (1536) feet; thence north zero (0) degrees one (1) minute east, two hundred (200) feet to a PK nail in the center line of County Road Number 40 and a point on the north line of the north east quarter of section thirty-five; thence due east along the north line of the north east quarter of section thirty-five and along the center line of County Road Number 40, seven hundred forty-six and thirty one-hundredths (746.31) feet to the place of beginning of this description.

Said above tract contains 70.088 acres of land.

Excepting that part used as legal public highways.

LESS AND EXCEPTING:

A part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-five (35), Township Thirty-six (36) North, Range Six (6) East, Elkhart Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument marking the northeast corner of the Northeast $\frac{1}{4}$ of said Section 35; thence South 89 degrees 56 minutes 24 seconds West (assumed bearing) along the north line of said Northeast $\frac{1}{4}$, a distance of 16.50 feet; thence South 00 degrees 03 minutes 00 seconds East along the west line of land owned by the City of Goshen (Instrument #98-013936), a distance of 362.51 feet to a rebar with cap marked Brads-Ko 0041 and the beginning of this description; thence

- 1) Continuing South 00 degrees 03 minutes 00 seconds East along said City of Goshen property, a distance of 799.07 feet to the northeast corner of said City land; thence
- 2) South 89 degrees 52 minutes 27 seconds West along the north line of said City land, a distance of 247.50 feet to a $\frac{3}{4}$ inch rebar; thence
- 3) South 00 degrees 03 minutes 00 seconds East parallel with the east line of said Northeast $\frac{1}{4}$ and the west line of said City land, a distance of 165.00 feet to a rebar with cap marked Brads-Ko SO484 in the south line of the North $\frac{1}{2}$ of said Northeast $\frac{1}{4}$; thence
- 4) South 89 degrees 52 minutes 27 seconds West along said south line, a distance of 2,358.51 feet to a rebar with cap marked Brads-Ko 0041 in the west line of said Northeast $\frac{1}{4}$; thence
- 5) North 00 degrees 01 minute 03 seconds West along said west line, a distance of 999.59 feet to the southwest corner of land owned by Stephen E. and Virginia M. Ciesielski (Instrument #89 022529); thence

- 6) North 89 degrees 56 minutes 24 seconds East along the south line of said Ciesielski land and its easterly extension and parallel with the north line of said Northeast $\frac{1}{4}$, a distance of 331.60 feet to a rebar with cap marked Brads-Ko 0041 at the southeast corner of land owned by Phillip C. and April Nusbaum (Instrument #2001-24997); thence
- 7) North 00 degrees 17 minutes 24 seconds West along the east line of said Nusbaum land, a distance of 130.01 feet to the southwest corner of land owned by Donald E. and Elizabeth I. Thompson (Deed Record 268, Page 693); thence
- 8) North 89 degrees 56 minutes 24 seconds East parallel with the north line of said Northeast $\frac{1}{4}$ and along the south line of said Thompson land and its easterly extension, a distance of 1,386.00 feet to the southeast corner of land owned by Max and Marilyn Joy Fiandt (Deed Record 259, Page 578); thence
- 9) South 00 degrees 17 minutes 24 seconds East along the southerly extension of the east line of said Fiandt land, a distance of 162.51 feet to a rebar with cap marked Brads-Ko 0041; thence
- 10) North 89 degrees 56 minutes 24 seconds East parallel with the north line of said Northeast $\frac{1}{4}$, a distance of 894.06 feet to the beginning. Containing 62.39 acres, more or less.

Subject to all other easements, restrictions and public rights-of-way of record.

Commonly known as: 17120 C.R. 40, Goshen, IN, 46526.
(Parcel Number: 20-11-35-200-019.000-014)

Mr. Greg Martz
GM Development
greg@gm-development.com

**Re: Professional Services Proposal for
Goshen New South Fire Station**

August 1, 2024

Dear Mr. Martz,

On behalf of BKV Group, thank you for the opportunity to provide this proposal for design services. We will handle overall Project Management of the design disciplines, as well as Architecture, Landscape Architecture, Interior Design, and Structural/ Mechanical/ Electrical Engineering with our in-house staff. We understand that GM Development has contracted directly with a civil engineer, with whom we will coordinate our efforts. We will also coordinate with your Construction Manager, CORE Construction.

Outlined below is the Scope of Work, Scope of Services, Compensation, Schedule, and Payment Terms and Conditions based on your request.

SCOPE OF WORK

The project scope consists of design, documentation, and construction administration services for a new 13,700 SF, three bay, six bunk fire station on 8.14 acres at 17120 County Road 40, Goshen, Indiana.

SCOPE OF SERVICES

- A. **Schematic Design** – We will meet with the client team to confirm the space needs program and overall goals for the project are in alignment with the original goals and needs identified during the original study. It is assumed for this proposal that any changes to the original concept will be minor as we are currently 33% done with SD. We will conduct the following Workshops as described in the April 25th detailed proposal:
- o Workshop 1: Kick-off / Programming
 - o Workshop 2: Floor Plan Options / tweaks to original Concept
 - o Workshop 3: Revised Site / Floor Plans
 - o Workshop 4: Exterior Concept and Systems
 - o Workshop 5: Exterior Concept tweaks
 - o Workshop 6: Review Cost Estimate
- B. **Design Development** – At Notice to Proceed, the City will select a plan and elevation concept for the Storage Building to move forward with. BKV Group will lead the following workshops to discuss several aspects of the project in detail:
- o Workshop 7: Deep Dive into the Site
 - o Workshop 8: Deep Dive into the Dirty Side
 - o Workshop 9: Deep Dive into the Clean Site
 - o Workshop 10: Cost Control

- C. **Construction Documents** – During this phase, BKV Group will prepare technical drawings and specifications as necessary for permit approval, bidding, and construction. Disciplines included will be landscape architecture, architecture, interior design, structural engineering, mechanical engineering, and electrical engineering. BKV will conduct the following workshops:
 - o Workshop 11: Mid CDs I
 - o Workshop 12: Mid CDs II

- D. **Bidding Phase** – BKV Group will participate in a pre-bid walkthrough, will answer sub-contractor questions, review substitution requests, release Addenda and help review bids. BKV Group will help with the permitting process by submitting the drawings and answering any comments in a timely manner.

- E. **CA Phase** – During construction, BKV Group will review submittals, answer RFIs, review pay applications, and observe the progress of construction (we assume twelve site visits). Our scope also includes, preparing ASI's, reviewing CR's and PR's, preparation of the punch list, and an 11-month warranty walkthrough.

COMPENSATION

The proposed total fee for the Scope of Work and Scope of Services as stated above is based on 8.26% of the estimated construction cost of \$5,300,000 and broken down as follows:

* Schematic Design already complete (33%)	\$ *21,670
Schematic Design remaining (67%)	\$ 44,000
Design Development	\$ 87,550
Construction Documents	\$ 175,110
Bidding	\$ 21,900
Construction Administration	\$ 87,550
Total	\$ 416,110

*If substantial changes are required to the current floor plan or exterior concept, then the full Schematic Design fee would apply (the current discount of 33% = \$21,670 would no longer apply).

If the estimated construction cost increases from this assumption, we would request a commensurate increase in our fee.

Our fee proposal excludes civil engineering, surveying, geotechnical engineering, FF&E design/coordination, specialty foundations, A/V equipment design, cost estimating, sustainability services beyond those required by code, renderings (except one is included), and commissioning.

We anticipate incurring expenses for printing, postage, shipping, vehicular travel to the site, etc. These costs will be invoiced as they occur without markup.

SCHEDULE

We anticipate that the design phases will last around 10 months (more if we are re-conceiving the plan and/or elevations), that bidding will take approximately 2 months, and that construction will take 12 months.

PAYMENT TERMS AND CONDITIONS

Monthly Invoices – Services will be invoiced monthly as a percentage of work completed. Payments are to be made 30 days after receipt. Payments later than 30 days may be subject to interest charges at current prime rate plus 2%.

Additional Services – Work falling outside the outlined Scope of Services and agreed upon by the Owner and BKV Group will be considered “Additional Services” and shall be compensated using the hourly billing rates for the various technical levels. No work will be considered an Additional Service unless requested and approved, in writing, by the client or their representative.

Use of the Architect’s Instruments of Service – Drawings, specifications and other documents, including those in electronic form, prepared by the architect and the architect’s consultants are Instruments of Service for use solely with respect to this project and are not transferable to others without the architect’s written consent. The architect and the architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Dispute Resolution – 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 the institution of legal or equitable proceedings by either party. 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.

Project Termination – Should the project be terminated at any time by the Owner prior to completion of any phase, the architect will be compensated for any work completed up to the date of project termination.

INDICATION OF APPROVAL

If the proposal is acceptable, please sign and date below as your approval to proceed with the work described above. Upon receiving an approved copy we will make arrangements with you to immediately begin the process, and will prepare a more comprehensive contract, the AIA Document B133 “Standard Form of Agreement Between Owner and Architect,” for review by your attorney.

GM Development

Date

Thank you again for the opportunity to provide this proposal. We look forward to working with you. Please feel free to contact me at your convenience should you have any questions about this proposal. I can be reached at 224.250.3878, or email: hpittner@bkvgroup.com.

Sincerely,

BKV Group



Henry Pittner, AIA
Partner, Government Practice Leader



Chris Sachse, AIA NCARB
Partner, Senior Project Manager

Cc: Lois Nicholas, BKV Group
Emily Rappe, BKV Group
Kyle Yardley, BKV Group
Craig Carter, BKV Group



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Approve an Agreement with Abonmarche Consultants for the Hawks Building Minor Subdivision of Lot A

DATE: August 13, 2024

The Settlement Agreement reached with River Art, LLC included the return to the City of the undeveloped area north of the Hawks Building. In order to facilitate transfer of the land, a minor subdivision is required of that parcel. We are requesting approval to move forward with Abonmarche to complete the minor subdivision and a copy of their proposal is attached.

Abonmarche has indicated that the process will be completed within 90 days of execution of an agreement. The total price for the work is \$9,400. Once the subdivision is complete, the transfer of the land can occur and our hope is to have this completed by the end of the year.

Suggested Motion: *To approve an agreement with Abonmarche Consultants for the Hawks Building Minor Subdivision of Lot A and to authorize execution of the agreement by the Redevelopment Director*

August 8, 2024

Ms. Becky Hutsell, Director of Redevelopment
City of Goshen
204 East Jefferson Street, Suite 6
Goshen, IN 46528

RE: **PROPOSAL FOR PROFESSIONAL SERVICES**

Hawk's Building Minor Subdivision of Lot A
River Race Drive
City of Goshen, Indiana

Dear Ms. Hutsell:

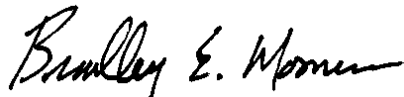
ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional services for the proposed subdivision to Lot A of the Hawk's Building Minor Subdivision. We have tailored our scope of services based upon your request, and our prior experience with this subdivision and working in the City of Goshen.

This proposal includes our Work Plan, which consists of our Project Understanding, Scope of Services, Fees for Services, and an Anticipated Schedule. If you would like to proceed, please provide a Notice to Proceed.

We appreciate the opportunity to submit our proposal and look forward to collaborating with you on this project. If you have any questions regarding this proposal, please do not hesitate to contact me at (574) 314-1024 or by email at bmosness@abonmarche.com.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



Bradley E. Mosness, PE
Vice President / Goshen Office Director

WORK PLAN

PROJECT UNDERSTANDING

The City of Goshen would like to proceed with a proposed subdivision to split off the land north of the Hawk's Building for transfer into the City's name as a result from mediation between the City and River Art. The new lot will be from the north side of the pedestrian easement north to the property line. The existing utility easement at the north end of the lot for NIPSCO will remain.

It is anticipated that Lot A can be split via the minor subdivision process through Plan Commission since there will be no new streets, access easements, or impact to the existing drainage system. Primary and secondary plats will be prepared and submitted in one application. Technical review is anticipated to run concurrent with the Plan Commission submittal so all City Departments can review the subdivision.

City Redevelopment will need to provide a summary to the City Departments on the proposed use of the north portion of Lot A and assist with any PUD items that may arise, such as landscaping review.

SCOPE OF SERVICES

We have tailored our scope of services based upon your survey request, and our experience with these types of surveys. A brief listing of services we expect to deliver are listed below.

Task #1: Subdivision Plat Process

This task includes preparing primary and secondary subdivision plats on 18"x24" drawing size as required by the County Recorder's Office to split Lot A into two separate lots. The plat drawing shall be prepared in accordance with the City of Goshen Subdivision Control Ordinance.

This task also includes submitting the plats to the City of Goshen Technical Review Committee for review and comment. Our office shall prepare the City's technical review application and attend the Technical Review Meeting to discuss the project and to receive any feedback/concerns. We recommend that the Redevelopment Department attend the meeting with us to help respond to questions, as necessary. Since this is a City of Goshen project, we anticipate the review fees to be waived.

This task also includes assisting with the final recording of the approved plat at the Elkhart County Recorder's Office.



FEES FOR SERVICES

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount listed below unless a supplement is executed by the parties which increases the maximum amount payable. All services below are firm for 90 days.

Task #1	Subdivision Plat Process	\$ 9,350
	Reimbursable Expenses	(Allowance) \$ 50

ANTICIPATED SCHEDULE

If a Notice to Proceed is received by August 16, 2024, ABONMARCHE proposes the following anticipated schedule.

- | | |
|----------------------------------|---------------------|
| • Kickoff Meeting with City | Week of September 2 |
| • Submit for Technical Review | October 28 |
| • Submit for Plan Commission | October 30 |
| • Plan Commission Public Hearing | November 19 |
| • Board of Works Acceptance | To Be Determined |
| • Recording of Plat | To Be Determined |



GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **July 10, 2024 through August 8, 2024** and finds that entries are allowed in the total amount of **\$396,639.24**

APPROVED on August 13, 2024

Brian Garber, President

Jonathan Graber, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 07/10/2024 through 08/08/2024

406-560-00-431.0502		RDV NON-RVRT OP/Contractual Services	
7/12/2024	City of Goshen Utilities		\$87.21
		Line Total for Period:	\$87.21
406-560-00-435.0101		RDV NON-RVRT OP/Electric	
7/15/2024	NIPSCO (00014)		\$253.52
		Line Total for Period:	\$253.52
406-560-00-435.0201		RDV NON-RVRT OP/Gas	
7/15/2024	NIPSCO (00014)		\$38.49
7/12/2024	NIPSCO (00014)		\$48.75
		Line Total for Period:	\$87.24
406-560-00-439.0301		RDV NON-RVRT OP/Subscriptions & Dues	
7/15/2024	The Goshen News (00115)		\$253.68
		Line Total for Period:	\$253.68
Total Expenditures for Period:			\$681.65



Payable #	Payable Type	Post Date	Item Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
<u>0801202401</u>	Invoice	8/1/2024	8/1/2024	8/31/2024	8/1/2024	2,342.76	0.00	0.00	0.00	2,342.76
PROFESSIONAL SERVICES COLLEGE AV... <u>0205080 - BARKES, KOLBUS, & RIFE F...</u> AP1ST AP1ST										

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PROFESSIONAL SERVICES COLLEGE AVE ...	Service	0.00	0.00	2,342.76	0.00	0.00	0.00	2,342.76

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>4445-5-00-4310502</u>	SE E.D. TIF/CONTR SVCS		2,342.76	100.00%

<u>3102</u>	Invoice	8/1/2024	8/1/2024	8/31/2024	8/1/2024	2,250.00	0.00	0.00	0.00	2,250.00
TREE REMOVAL CONSOLIDATED COU... <u>0208764 - CROSSNG NATIONAL, INC.</u> AP1ST AP1ST										

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
TREE REMOVAL CONSOLIDATED COURTS..	Service	0.00	0.00	2,250.00	0.00	0.00	0.00	2,250.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>4446-5-00-4420000</u>	CONS RR/US33/CAPITAL PROJECT		2,250.00	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	2	4,592.76	0.00	0.00	0.00	4,592.76	0.00	4,592.76
Grand Total:		4,592.76	0.00	0.00	0.00	4,592.76	0.00	4,592.76

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS	2,342.76
	Total:	2,342.76

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT	2,250.00
	Total:	2,250.00



Payable Register

Payable Detail by Payable Number

Packet: APPKT00091 - RDC 8/8/24

Payable #	Payable Type	Post Date	Item Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
<u>11903</u>	Invoice	7/26/2024	7/26/2024	8/25/2024	7/26/2024	381,903.48	0.00	0.00	0.00	381,903.48
10TH & DOUGLAS STREET RECONSTR... <u>0200653 - NIBLOCK EXCAVATING, IN...</u> AP1ST AP1ST										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
10TH & DOUGLAS STREET RECONSTR...	Service		0.00	0.00	381,903.48	0.00	0.00	0.00	381,903.48	
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
<u>4446-5-00-4420000</u>	CONS RR/US33/CAPITAL PROJECT			381,903.48	100.00%					
<u>153256</u>	Invoice	7/26/2024	7/26/2024	8/25/2024	7/26/2024	7,050.00	0.00	0.00	0.00	7,050.00
CONSTRUCTION INSPECTION CONSOL... <u>0205859 - ABONMARCHÉ CONSULT...</u> AP1ST AP1ST										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CONSTRUCTION INSPECTION CONSOLID...	Service		0.00	0.00	7,050.00	0.00	0.00	0.00	7,050.00	
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
<u>4446-5-00-4420000</u>	CONS RR/US33/CAPITAL PROJECT			7,050.00	100.00%					
<u>178412</u>	Invoice	7/22/2024	7/22/2024	8/21/2024	7/22/2024	345.00	0.00	0.00	0.00	345.00
TECHNICAL SERVICES QUIET ZONE <u>0203093 - AMERICAN STRUCTUREPO...</u> AP1ST AP1ST										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
TECHNICAL SERVICES QUIET ZONE	Service		0.00	0.00	345.00	0.00	0.00	0.00	345.00	
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
<u>4445-5-00-4310502</u>	SE E.D. TIF/CONTR SVCS			345.00	100.00%					
<u>178419-9</u>	Invoice	7/22/2024	7/22/2024	8/21/2024	7/22/2024	2,050.65	0.00	0.00	0.00	2,050.65
COLLEGE AVE PHASE 1 LAND ACQUISI... <u>0203093 - AMERICAN STRUCTUREPO...</u> AP1ST AP1ST										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
COLLEGE AVE PHASE 1 LAND ACQUISITI...	Service		0.00	0.00	2,050.65	0.00	0.00	0.00	2,050.65	
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
<u>4445-5-00-4310502</u>	SE E.D. TIF/CONTR SVCS			2,050.65	100.00%					

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	4	391,349.13	0.00	0.00	0.00	391,349.13	0.00	391,349.13
	Grand Total:	391,349.13	0.00	0.00	0.00	391,349.13	0.00	391,349.13

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>4445-5-00-4310502</u>	SE E.D. TIF/CONTR SVCS	2,395.65
	Total:	2,395.65

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>4446-5-00-4420000</u>	CONS RR/US33/CAPITAL PROJECT	388,953.48
	Total:	388,953.48



Payable Register

Payable Detail by Payable Number

Packet: APPKT00076 - RDC 8/8/24

Payable #	Payable Type	Post Date	Item Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
<u>67287</u>	Invoice	7/24/2024	7/24/2024	8/23/2024	7/24/2024	15.70	0.00	0.00	0.00	15.70
Indiana State Police search for Notary ... <u>0209316 - U.S. BANK NATIONAL ASS...</u> AP1ST AP1ST										

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Indiana State Police search for Notary II...	Service	0.00	0.00	15.70	0.00	0.00	0.00	15.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>2226-5-00-4390930</u>	REDV OP/OTHER SVC CHARGE		15.70	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	15.70	0.00	0.00	0.00	15.70	0.00	15.70
	Grand Total:	15.70	0.00	0.00	0.00	15.70	0.00	15.70

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>2226-5-00-4390930</u>	REDV OP/OTHER SVC CHARGE	15.70
	Total:	15.70



August 2024 Redevelopment Staff Report

PROJECT: RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE

PROJECT DESCRIPTION

Establishment of a Quiet Zone along the Norfolk Southern Railroad Marion Branch from Washington Ave to Kercher Ave.

PROJECT UPDATE

The City continues to work with INDOT and Norfolk Southern for the design of the Madison Street railroad Crossing. The quiet zone schedule is being driven by this work. Activities to be completed to implement the Quiet Zone are:

- Installation of signs and delineators at the railroad crossings.
- Traffic counts to be done at each of the railroad crossings. (Completed)
- Madison Street will have flasher and gates installed which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project. INDOT is improving the crossing as a part of the Crossing Safety Improvement funds.
Update: Norfolk Southern does not want to install gates at this crossing. The City has made a special request for quad-gates, and Norfolk Southern is requesting additional information. Goshen Engineering proposes we retain the services of American StructurePoint.
- Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- Railroad Quiet Zone is anticipated to be “in-service”.

An agreement is in place with American Structurepoint to serve as the City’s agent. A site meeting was completed on November 2nd with Federal Railroad, Norfolk Southern, American StructurePoint and City staff to assess each crossing within this corridor and the improvements as they relate to the quiet zone scoring. The application is complete, but we need an interlocal agreement with Elkhart County before they will sign the delegation letter needed for the CR 42 railroad crossing. The interlocal agreement should be executed this month, and then the delegation letter may be signed, and the application submitted. We anticipate an 8–12-month approval timeline following submission.

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project has grown out of the recent improvements along the Lincoln Avenue and Steury Avenue corridor with the expansion of GDC, Lions Head, the Goshen Street Department, Goshen Police Department’s Training facility and the Goshen Central Garage. This corridor no longer supports the additional vehicle loads and has been chip and sealed to extend the service life of the current pavement. The intersection of Steury Avenue and Lincoln has small turning radiuses, which causes semi-traffic serving the corridor to make wide swings onto and off of Steury Avenue and Lincoln. Drainage is effectively non-existent along the roadway corridor and there are limited opportunities to improve the drainage without looking outside the corridor. In addition to the functionality of the roadway, the roadway’s appearance does not reflect the investment the adjoining companies have made on their properties. The overall plan is to reconstruct both roadways, adding turning lanes and improving intersections while also addressing utility needs.

PROJECT UPDATE

Phase I of the project has been completed which was construction of the pond at the old salvage yard. The next phase of the project will include new water main and storm sewer installation for both Lincoln Avenue from Rock Run Creek to just past Troyer Carpets and Steury Avenue from Lincoln to the “S” curves. A water main replacement project, which was a Water Utility project, east of Steury Avenue, was also completed in December 2020, with successful improvement of fire flow capability in East Goshen.

Utility relocation is on-going but is not anticipated to add delay to the project. Niblock Excavating was awarded the contract and will mobilize this month. Work in 2024 will include the installation of the new storm system along Lincoln Avenue, west of Steury

Avenue, including water main replacement between Logan Street and Steury Avenue. Sanitary and water services will be replaced, and the roadway reconstructed with curb-and-gutter. In 2025, construction will continue with drainage improvements and utility replacements on the remainder of Lincoln Avenue and Steury Avenue, including roadway reconstruction that will smooth out the “S” curves.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

The Western Rubber site went through an extensive demolition and environmental remediation process and is now considered a buildable site. The vacant parcel contains approximately 170,000 square feet and is located east of the Norfolk Railroad, north of the Plymouth Avenue.

PROJECT UPDATE

AP Development is proceeding with plans for a mixed-use project consisting of approximately 138 apartments and 1,000 square feet of commercial space. The Redevelopment Commission and City Council have approved a development agreement with the developer and the rezoning has been completed. The developers have been awarded READI grant funds and design work is underway. We are in the process of issuing the bonds for this project and anticipate that it will begin in the spring of 2024.

For the City’s portion of the work that will be improving 10th & Douglas, Niblock has been hired as the contractor. NIPSCO has completed their gas relocation work. Niblock has completed the underground stormwater system on Douglas Street, as well as water main and sanitary sewer replacement between Plymouth Avenue and Reynolds Street. Work is continuing with installing the new stormwater system on 10th Street. New utility services and roadway improvements between Jackson and Reynolds will follow. The City’s project should be complete this fall.

PROJECT: 3rd & JEFFERSON REDEVELOPMENT LOT

PROJECT DESCRIPTION

The half block at 3rd & Jefferson is currently vacant and ready for development.

PROJECT UPDATE

The RDC received one (1) proposal for this property. AP Development, who is developing the former Western Rubber site, is also interested in constructing multi-family for this property. The Commission has approved staff negotiations with the developer, and it is anticipated that a Development Agreement will be prepared over the next few months.

PROJECT: DOWNTOWN VAULT ASSESSMENT

PROJECT DESCRIPTION

Downtown vaults have been discussed for many years as a public safety concern. Since the incident in 2012, effort and resources have been committed to identify, assess, and eliminate vaults. Many vaults have been removed, but there are approximately 26 vaults remaining. Work through the next steps, staff determined a vault assessment by a structural engineer was necessary. The Commission agreed to fund the assessment, and a contract was awarded to Clear Creek & Associates.

PROJECT UPDATE

The vault assessments are complete, and assessments have been forwarded to each property owner for consideration. There were two vaults deemed immediate concerns and there are other vaults that were identified as needing repairs or closure. At the May Redevelopment meeting, Goshen Redevelopment agreed to provide partial financial support for vault closures. Goshen Engineering has sent out notices to all property owners with vaults, and applications to participate were to be submitted by December 17, 2021. The next step will be to solicit quotes to perform the public portion of the vault closures. Goshen Engineering did not proceed with requesting bids for vault removal in 2022 or 2023. If possible, we would like to proceed with the same scope of work in 2024.

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

The one-acre lot, established as the Millrace Townhomes Subdivision, is currently vacant and ready for redevelopment.

PROJECT UPDATE

The RDC received two (2) proposals for this property and the Selection Committee recommended proceeding with the proposal from Viewrail for the Millrace Flats project. The Commission has approved staff negotiations with the developer, and it is anticipated that a Development Agreement will be prepared over the next few months.

PROJECT: COLLEGE AVE FROM US 33 EAST TO RAILROAD XING

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10-foot multi-use path on the north side of College Ave from US 33 to the railroad crossing. The project is expected to be under construction in 2026.

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

American Structurepoint is actively working on the design. A public meeting was held the evening of December 6, 2023, with good turnout. The City has begun the process of purchasing right-of-way. The City's legal team is currently working through two eminent domain cases, with there being a possibility for a third case. We are on schedule to bid this project in 2025.

There have been a couple meetings with Elkhart Highway regarding the bridge over the Horn Ditch. The County was originally prepared to replace the bridge several years ago, but project delays due to the City's relocation of the lift station, force main, and water main forced the County to delay their project. With the pending work associated with College Avenue's reconstruction starting in 2025, it currently makes sense to include the bridge replacement with the City's roadwork to minimize impact on area businesses, including Lippert, Forest River, and Brinkley. A proposal has been solicited from American StructurePoint to incorporate the County's bridge plans into the road improvement plan set.

PROJECT: COLLEGE AVE FROM US 33 WEST TO NINTH STREET

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10-foot multi-use path on the north side of College Ave from US 33 west to Ninth Street. The project is expected to be under construction in 2028/2029. The City selected American StructurePoint to complete the design.

PROJECT UPDATE

American Structurepoint is working on Phase I utility coordination. The City, as one of the affected utilities, has received plans requiring comment to be provided back to American StructurePoint.

PROJECT: SOUTH FIRE STATION STUDY

PROJECT DESCRIPTION

The approved 5-Year Capital Plan includes debt service associated with a bond issuance to fund the construction of a new south fire station. The new fire station was originally intended to replace the College Avenue station and but recent negotiations with Elkhart Township have instead led to the decision to instead plan for a fourth station near the Goshen Airport.

PROJECT UPDATE

Following the completion of the RFPQ process, the RDC accepted a recommendation to move forward with the Core/BKV/GM Development team for this project. A scoping agreement is on the agenda this month for approval and will take us through the full design phase of the project. Once a Guaranteed Maximum Price (GMP) is established for the project towards the end of the design, we will proceed with bonding to fund the project and will then enter into a Private/Public Partnership for construction with the team.

PROJECT: WEST JEFFERSON STREETScape

PROJECT DESCRIPTION

The Five-Year Capital Plan include the reconstruction of West Jefferson Street between Third Street and Main Street. The project will incorporate the use of brick pavers to address stormwater restrictions in this area. The project will also include the reconfiguration of parking, decorative street lighting, and street trees. The estimated cost of the project is \$500,000, plus and an additional cost of \$100,000 for design fees.

PROJECT UPDATE

It is anticipated that this project will be bid before the end of 2024 to allow for 2025 construction of the roadway.

PROJECT: ELKHART COUNTY COURT COMPLEX

PROJECT DESCRIPTION

Elkhart County has selected a site located on Reliance Road to construct the new Court Complex. Due to the projected increase in traffic that will be generated by the new complex, several road improvements are required to increase capacity. Since this project is located in the River Race/US 33 TIF area, the Redevelopment Commission has pledged \$1.5 million in TIF revenue to fund the improvements. The County has pledged an additional \$500,000 to assist in paying for these improvements. This project will be designed and constructed through the City of Goshen and is expected to start construction in 2023.

PROJECT UPDATE

The project was awarded to Niblock Excavating. Several utility relocation delays have occurred, and we now anticipate completing the intersection improvements at US 33 and Reliance and the roadway reconstruction down to the south end of the Courthouse property in 2024. The remainder of the work, including the roundabout at Reliance Road and Peddlers Village Road, will be completed in 2025.

PROJECT: KERCHER WELLFIELD LAND PURCHASE

PROJECT DESCRIPTION

The Kercher Wellfield located in the Goshen Industrial Park requires the replacement of one of its three wells. Because the wellfield is sitting on a postage stamp property, the site is unable to support the development of another well without the purchase of additional land.

The site has been purchased. Goshen Utilities has retained the services of Donohue & Associates, teamed with Arcadis, to complete the preliminary engineering study. Peerless Midwest has been retained by Goshen Utilities to drill the test wells and evaluate the aquifer. The development of the new wellfield is anticipated to take 3-years to complete.

PROJECT: FIDLER POND CONNECTOR PATH

PROJECT DESCRIPTION

This project will create a pedestrian path connecting the College Avenue path to Fidler Pond Park. The path will be constructed in two phases. Initially, the Oak Lane roadway will act as the pathway while the trail is constructed from the north end of the road to the park. Sharrows will be added to Oak Lane during Phase One and Phase Two will include reconstructing Oak Lane with curb and gutter and the installation of a separated pedestrian trail.

PROJECT UPDATE

Engineering has prepared preliminary drawing and engineer's estimates for both phases. After the final alignment is determined a neighborhood meeting will be scheduled to receive comments. Final design may be completed in-house. If not, an RFP for design services will be issued.

PROJECT: EAST COLLEGE AVENUE INDUSTRIAL DEVELOPMENT

PROJECT DESCRIPTION

Last Dance, LLC has purchased 313 acres of farmland on East College Avenue just east of the railroad tracks. A portion of the land was previously annexed by Lippert for development, but the project never came to life. Last Dance has now purchased additional land and is partnering with the City on the infrastructure. They've hired Abonmarche to complete the design of a new water main loop from College to CR 31 to CR 38 to connect at Century Drive, extension of sewer mains beneath the railroad to serve the new industrial area, a new public water/sewer/roadway loop within the first phase of the development and substantial stormwater improvements. The project is being funded by a combination of existing TIF funds and by a city-issued bond that will be purchased by the developer and repaid through future TIF revenues. Annexation of the additional land has been completed.

PROJECT UPDATE

Construction contracts have been awarded to HRP Construction for Contracts 1 and 3 and Niblock Excavating for Contract 2. Work for Contract 1 is complete, and Contract 3 is completing punch list items. Contract 2 will likely be completed by the fall. Brinkley is currently in production for the first three buildings and should be in the fourth very soon. They are actively constructing the fifth building, as well.

PROJECT: WINONA MULTI-USE TRAIL EXTENSION

PROJECT DESCRIPTION

The Winona multi-use trail ends abruptly at the south property line of Bethany Christian School. With the proposed Cherry Creek development, there is a desire to extend the Winona path between Bethany School and Cherry Creek.

PROJECT UPDATE

A tentative agreement with Goshen Community Schools has been reached to extend the path south long Waterford Elementary's property. JPR is working on the path design and the railroad permit to allow the path to cross Norfolk Southern's right-of-way. Assuming the railroad permit effort can be completed by June 2024, the project could be bid late summer for construction in the fall of 2024.