



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF May 10, 2022**

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

The Goshen Redevelopment Commission will meet on May 10, 2022 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. PRESENTATION – BKV Group – New Fire Station Study

5. NEW BUSINESS

Resolution 24-2020 – Acquisition of Real Estate in the 200-Block of Pleasant Avenue and 211 New Street

Resolution 25-2022 – Annual Determination of Excess Assessed Value in the Lippert/Dierdorff Allocation Area

Resolution 26-2022 – Annual Determination of Excess Assessed Value in the Consolidated River Race/ US 33 Allocation Area

Resolution 27-2022 – Annual Determination of Excess Assessed Value in the Southeast Allocation Area

Resolution 28-2022 – Request to Authorize Execution of an Agreement with TDB for a Phase I & Phase II Environmental Site Assessment at 215 Pleasant Avenue

Resolution 29-2022 – Request to Authorize Execution of an Agreement with Niblock Excavating, LLC for the Genesis Products 10 – Kercher Road Crossing Project.

6. UPDATE – Submission of Annual Gateway Report

7. DISCUSSION – Request to Amend Purchase Agreement for Real Estate at 323 South 6th Street and 211 West Madison Street

8. APPROVAL OF REGISTER OF CLAIMS

9. MONTHLY REDEVELOPMENT STAFF REPORT

10. OPEN FORUM

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

11. ANNOUNCEMENTS

Next Regular Meeting – June 14, 2022 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of April 12, 2022

The Goshen Redevelopment Commission met in a regular meeting on April 12, 2022 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 Vince Turner. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Brianne Brenneman, Andrea Johnson, Brett Weddell, Vince Turner and Bradd Weddell

Absent: Brian Garber

Commission President Turner stated that this meeting is also available via Zoom.

APPROVAL OF MINUTES

A motion was made by Commissioner Johnson and seconded by Commissioner Weddell to approve the minutes of the March, 8, 2022 regular meeting.

The motion was adopted unanimously.

NEW BUSINESS

Resolution 20-2022 – Amendment No. 2 to Agreement for City of Goshen Lawn Services with Colin Avila d/b/a Yarksharks

(1:00) Becky Hutsell, Redevelopment Director, in the past we have done annual request for quotes for lawn care. This year we allowed it to be extended for a year if all went well. Mr. Avila did a great job and we requested to renew with the same pricing and provisions as last year.

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 20-2022.

The motion was adopted unanimously.

Resolution 21-2022 – Authorize Execution of an Amendment to the Agreement for the Development of Stormwater Facilities with MR Realty IV, LLC

(2:50) Becky Hutsell, Redevelopment Director, originally entered into an agreement with MR Realty IV, LLC in January 2020. As we learned more about the drainage patterns, minor changes were made to the plan and Ms. Hutsell explained the changes. Requesting approval of the amendment to allow for the project to begin.

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 21-2022.

The motion was adopted unanimously.

Resolution 22-2022 – Request to Authorize Execution of an Agreement Amendment #2 with River Art. LLC

(5:04) Becky Hutsell, in February Scott Sivan of InSite Development spoke to the Commission regarding his request for a time extension to allow him an opportunity to evaluate how to proceed. The terms were detailed at the February meeting, including having the developer present his plans at the August Commission meeting and a commitment to commence construction by June 1, 2023 or the agreement will be terminated.

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 22-2022.

The motion was adopted unanimously.

Resolution 23-2022 – Request to Authorize Execution of Agreement Amendment with Millrace Townhomes, LLC

(6:20) Becky Hutsell, Redevelopment Director, in February Scott Sivan of InSite Development spoke to the Commission regarding his request for a time extension to allow him an opportunity to evaluate if he is doing single family homes or townhomes. The terms were detailed at the February meeting and also includes the developer to present his plans at the August Commission meeting and a commitment to commence construction by June 1, 2023.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 23-2022.

The motion was adopted unanimously.

DISCUSSION

Old D & T Muffler Shop Community Use

(8:50) Becky Hutsell, Redevelopment Director, as the building sits vacant we are looking at different opportunities for use of the property. Working with the Arts Council and they will have a proposal for the Commission next month. Had a request from the Environmental Resilience department who is working with Lincoln Cycle for a First Friday's event. Looking from feedback from the Commission regarding uses of the building.

(12:06) Discussion and comments regarding use of the property.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve the payment of the Register of Claims totaling \$29,491.72

MONTHLY REDEVELOPMENT STAFF REPORT

Redevelopment Director Becky Hutsell offered to answer any questions about the monthly report: however the Commission did not have any questions. Ms. Hutsell stated the Commission will review the bids for the East College Avenue project at next month's meeting. There will be a brief presentation of the finding of the fire station study. Ms. Hutsell said staff was invited to a neighborhood meeting regarding the development of the former Western Rubber property and Anderson Partners, the developer, was also in attendance.

Commissioner Brett Weddell stated that none of the Republican Council members were invited to the meeting

Discussion and comments regarding the invites. Mark Brinson indicated that staff did not organize the meeting and thought it was a positive meeting.

Councilor Doug Nisley, Goshen, stated he attended the meeting after hearing about and talked to some of the residents on 10th street and they didn't want to come to the meeting because they feel that the city has already made their mind up.

Discussion regarding TIF bond amount and reimbursement amount.

Commissioner Bradd Weddell stated that we are in the final weeks of school. He also talked of the new hires within the school system.

OPEN FORUM

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

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for May 10, 2022 at 3:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Johnson and seconded by Commissioner Weddell to adjourn the meeting.

The motion was adopted unanimously.

The regular meeting was adjourned at 3:38 p.m.

APPROVED on May 10, 2022

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary



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Goshen Fire Station Study

Goshen, Indiana



Table of Contents

Executive Summary	3
Tours of Existing Stations	7
GIS Response Time Analysis	13
Space Needs Analysis	41
Conceptual Design	45
Mechanical and Electrical Systems	53
Conceptual Total Project Costs	55
Recommendations and Next Steps	57

Appendix A: Conceptual Drawing Set

Appendix B: Program for Headquarters Station

Appendix C: Results of Firefighter Surveys

Appendix D: Initial Floor Plan Options

Appendix E: Initial Exterior Design Options

Acknowledgements

BKV Group would like to thank the following people for their work during the preparation of this study.

Becky Hutsell, Director of Redevelopment

Fire Chief Danny Sink

Assistant Chief Mike Happer

Assistant Chief Anthony Powell

Firefighter Jeremy Johnson

Mark Brinson, Deputy Mayor

Dustin Sailor, Public Works Director

Executive Summary

BKV Group was hired by the City of Goshen to study the New South Fire Station, planned as a replacement for Fire Station #3. The brief was to review the proposed station location at Greencroft and Dierdorff, determine the appropriate size and spaces of the new building, provide a conceptual site and floor plan, provide exterior concept designs, propose mechanical and electrical systems, and complete a cost estimate.

The project kicked off with Workshop #1 on March 18, 2021. Prior to the meeting BKV Group had reviewed information provided by the City about the three existing stations. The meeting started with the news that the Greencroft and Dierdorff site was no longer available to the City, so a more thorough GIS response time analysis was required. Potential other sites were identified as

- 1) property across Dierdorff from Greencroft (which could likely be purchased but at significant cost to the City),
- 2) a station might fit on the current Fire Training site at the water tower, and
- 3) the City-owned land north of the airport along County Road 40.

The group also discussed project goals.

1. The Department is close to achieving an ISO 2 and would like to reach that threshold.
2. Cancer prevention measures are important
3. Filtration and communicable disease control are important
4. Turnout time within the station is important
5. Storage is an issue - would like a partial basement
6. The Bays should have long trench drains, high-speed doors, and Plymovent systems, HVLS fan, and in-floor heat if possible
7. Dirty and loud activities should be kept away from the living areas
8. The station should include some "public" spaces
9. The station needs to be adaptable
10. Security and access control are important
11. Will need to accommodate student ride alongs

BKV Group then toured the existing three stations with the Department to learn your language, get an idea for current workflows and space sizes, and discuss the items that aren't working well. This information was used in the development of the programs and the floor plan options.

BKV Group then launched a survey of firefighters to get feedback on several general topics with regards to the new facility. Results can be found in Appendix C.

Workshop 2 occurred on March 30, 2021 and started with a tour of the new Topeka fire station. Then BKV Group presented GIS response time maps for each of the three proposed sites. Location Option 1 provides improved response times but comes with significant land acquisition costs and would not resolve the long response times to Waterford. That option was deemed a potential, but not ideal candidate. Location Option 2 was not deemed feasible because it would significantly lengthen response times to Greencroft. Location Option 3 would create a large coverage gap

right around Greencroft, but would be workable if used as the site of a fourth fire station. The Fire Department elected to review that possibility with City Administration before firm direction was given. That discussion was planned for April 13, 2021.

The second step in the workshop was a discussion of building programs, to explore both a satellite station concept and a headquarters station concept. The satellite facility was programmed for 12,801 square feet and included three apparatus bays and six staff. The headquarters facility would be 20,918 square feet to accommodate four bays, 8 firefighters, and 13 Administration staff.

On April 15, 2021 the City requested that BKV Group pause our efforts while an agreement was worked out with Elkhardt Township Fire to take over their responses and merge the equipment into the City's fleet. Work on the Study recommenced on September 30, 2021 with a conference call to get an update from City staff. BKV Group was directed to proceed with conceptual design of a satellite fire station at Location Option 3. Program modifications were made to total 13,228 square feet.

BKV Group prepared several site and floor plan options and met with the City on November 9. Workshop #3 consisted of a deep discussion of site and floor plan with strong direction to orient the building to response north out of the building onto County Road 40 with public parking and living quarters west of the bays and apparatus support space east of the bays. The floor plans were deemed to have strengths and weaknesses and BKV Group was directed to combine aspects of Options A and B into a final version, which totals 13,695 square feet.



The second section of the workshop was to review photographs of stations from across the country to gauge the City's stylistic preferences. In general, the station should reflect the more industrial setting instead of being traditional in style. Red apparatus doors with arched tops were desired. The building should have a pitched roof (perhaps not the entire roof), whether that is a mono-

slope or a gable roof. Some sort of tower element or raised roof section at the entry is preferred. BKV took the elements the City liked and used them as inspiration to create three exterior design options.

Workshop #4 was held November 22, 2021 to review the exterior design options. All three options were appreciated and portions of all three were incorporated into a final version. A final version of the plans and elevations were sent on December 13, 2021.

Mechanical and Electrical systems options were discussed with the City at this workshop, not because final decisions were needed but rather to provide some education about the possibilities.

Finally, total project costs were discussed. Hard costs are projected at roughly \$5.7 M to \$6.0 M as of December 2021. **Total Project Costs were projected at roughly \$6.9 to \$7.25 M.** Construction escalation should be added to these numbers to determine final budgets. Traditionally that was estimated at 5% per year, compounded, but very recent pricing greatly exceeds that.

BKV Group recommends that the City move forward with the design and construction of a ~13,695 square foot, three bay, six bunk fire station on the City-owned land north of the airport along County Road 40.



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Tours of Existing Stations

Accompanied by members of the Goshen Fire Department, BKV Group toured all three existing Goshen Fire Department Stations as well as the new station in Topeka, Indiana.

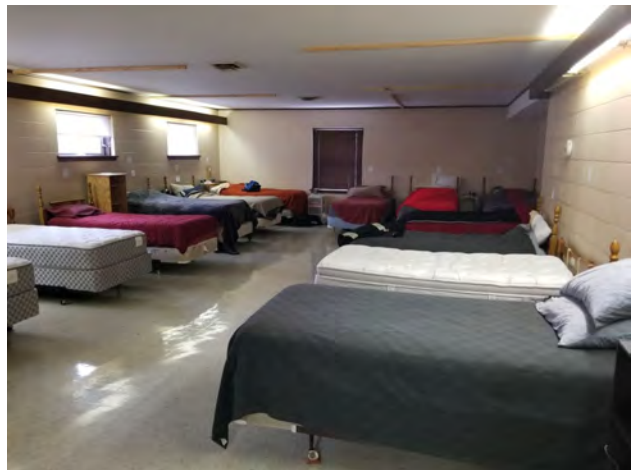
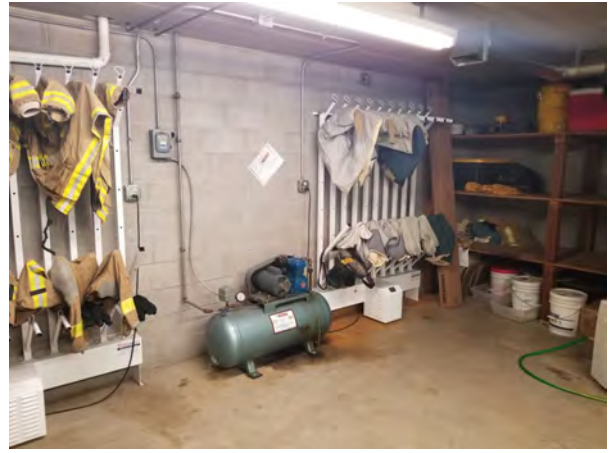
Station #1, the Central Station, is the current headquarters facility. It has three drive-through apparatus bays with in-floor radiant heat, a quarry tile finish, and minimal drainage. There are columns obstructing the bay floor and the bays are narrow. The building is missing many of the typical apparatus support spaces, like a turnout gear storage room. Upstairs, the building hosts a large crew of firefighters in a large bunk room subdivided into sleeping partitions by lockers. The main living areas are on the second level and have been renovated to function more effectively. The fitness area doubles as a large training room, and also serves as access to a grill on the fire escape. A storage shed has been constructed behind the station.

Administrative staff is split with the Chief and Admin Assistant on the first floor and the Assistant Chiefs upstairs, along with the battalion Chief and the EMS billing/ operations group. Copiers, office supplies, etc. are interspersed with laundry equipment and the shower rooms. The noise from typical station activity, not to mention phone calls from shared office mates, is detrimental to the ability of the Administration staff to work efficiently. A connection to the line personnel is important to maintain, but some amount of separation is desirable. It is clear from the tours that the station could function more effectively if the administrative staff moved out of the second floor into a dedicated wing, or into a new headquarters fire station.

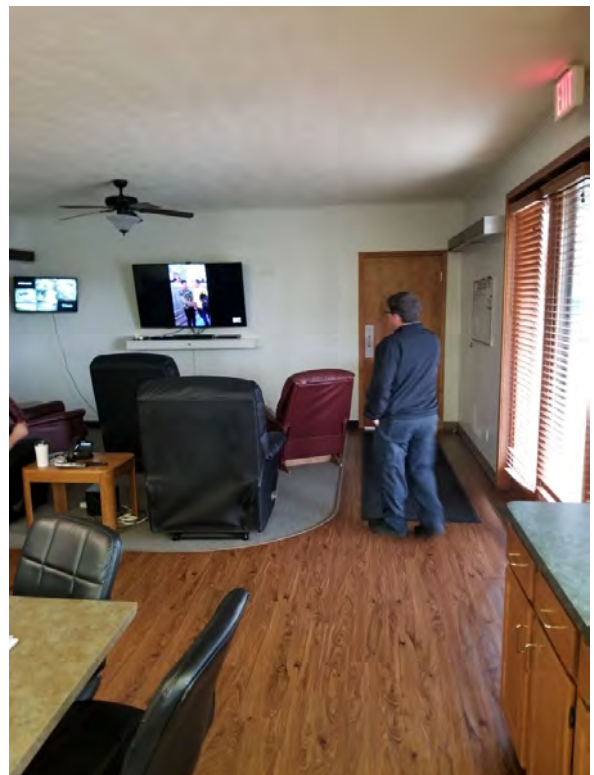




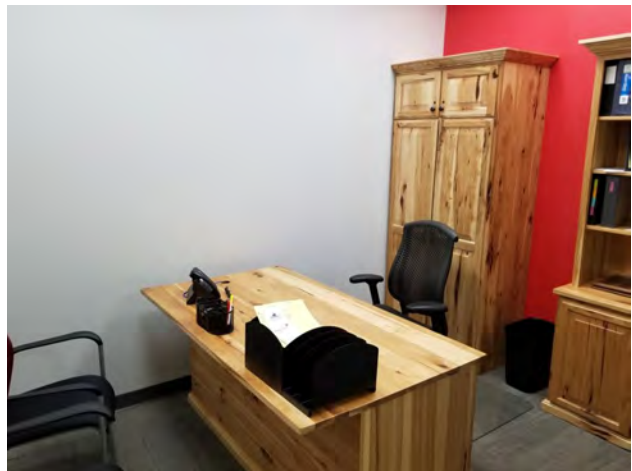
Station #3 is located on College Avenue. It has two single-deep back-in apparatus bays housing a medic and a ladder truck. Gear storage occurs in a small closet off the bay and a workbench is located at the back of the bays. Decontamination spaces are generally undersized and some of the equipment is located in the basement boiler room. The living spaces are small, there is no security, and the firefighters sleep in a large dormitory style room. There is a full basement below the living quarters, but no elevator so legally not many activities can be moved there. The building fits well into its neighborhood but there is no land area for expansion.



Station #4, located on Reliance Road in the northwest portion of the City, is the newest station. It has three single-deep back-in apparatus bays and a full complement of apparatus support spaces. There is no obvious front entry. There is a porch/ patio space along the main road that opens to the main living areas, and there is a side door that opens to the office and bunk room corridor. The bunk rooms are semi-private with large lockers providing privacy. There is a full basement, which contains the physical fitness equipment. Technically an elevator is required if the fitness equipment remains downstairs. The building was constructed inexpensively and has had maintenance issues as a result. For instance, the first-floor structure is built of dimensional wood joists and deflects so much that tiles can't stay attached to the subfloor. Cursory exploration did not identify any blocking between the joists, which are necessary to stiffen the floor. If they are indeed missing, retrofitting these into the building would be beneficial.



Topeka Indiana has a relatively new fire station that boasts many of the features the City of Goshen would want in a new facility. There is a large community room that can also be accessed from the secure side of the building, and which can serve as an emergency operations center. The staff offices are compact but separate, allowing each person to concentrate on the tasks at hand. The volunteers have a large great room with kitchen, dining tables, and dayroom overlooking the rear apparatus apron. Bunk space consists of several rooms with three mattresses in each. The apparatus bays are very open and daylit (potentially too much glass in the bay doors) and have the shorelines, trench drains, exhaust extraction, lighting, and durable materials typical of modern fire stations. Negatives include PPE stored alongside the apparatus and the mechanical equipment located on the mezzanine, which creates acoustic issues and is a cross contamination issue if the ducts are not fully sealed.





GIS Response Time Analysis

BKV Group used GIS mapping software to plot expected travel times for current and potential fire station locations. This process communicates to citizens the status quo with regards to expected response time to their home and reveals any existing coverage gaps. It can also help to provide City Administration with information about achievable response times under various Station location scenarios. The Station Location options presented in this section of the report will be revisited in the Master Planning section, where they will be evaluated with regards to cost and level-of-service.

While GIS mapping is the most accurate method of mapping response times ever created, it is still a crude tool. The maps generated by this process cannot account for weather impacts, traffic, new intersections, the difference in speeds used by different apparatus operators, etc. so should not be viewed as a precise predictor of future performance. With this comes some latitude with regards to selecting locations. Slight adjustments to find a more cost-effective site will not result in perceptible impacts to response times.

It is important to recognize that the maps generated by this process do not account for the time it takes for dispatchers to field and process the calls, nor can it account for the time it takes firefighters to put on PPE, start the apparatus, and open the garage doors. It only provides an indication of the expected duration between pulling out of the station and arriving on-scene under ordinary driving conditions.

A Note on Response Times for Fire Departments:

The term "response time" is used frequently in the fire service because it ties closely to customer outcomes. As the customer perceives it, Total Response Time is the interval between when they make contact with 9-1-1 and when the emergency vehicles arrive on scene. Within public safety circle, this is measured in three categories. Call Processing Time is measured from when a telecommunicator at the Public Safety Answering Point answers the telephone call (or responds to a text message) through when an alarm is issued to the responding units. Turnout Time is measured from when the alarm sounds at the station, over the radio, or on a pager and when the individual apparatus report that they are leaving the station. It includes getting into the PPE and assembling the responding crew in the apparatus. For volunteers or for firefighters being called in to work a major incident,, it also includes grabbing the keys to their personal vehicle, getting to their car, safely driving to the station, parking, and walking to the station door. The third component, Travel Time, is measured from when the apparatus driver reports that they are en route until they arrive at the scene of the emergency.

Response time is critical for many types of calls. Research shows that a using an Automatic External Defibrillator on a person under cardiac arrest within 6 minutes improves their chance of recovery from 6% to 74%. After six minutes without expertly performed CPR, tissue death in the brain will start to occur. Thus, providing CPR and defibrillation is a critical function of the fire department in medical emergencies. Transport to the hospital and advanced life support (medication, IV, intubation, etc.) is important but has less impact on outcomes and frequently follows behind the engine.

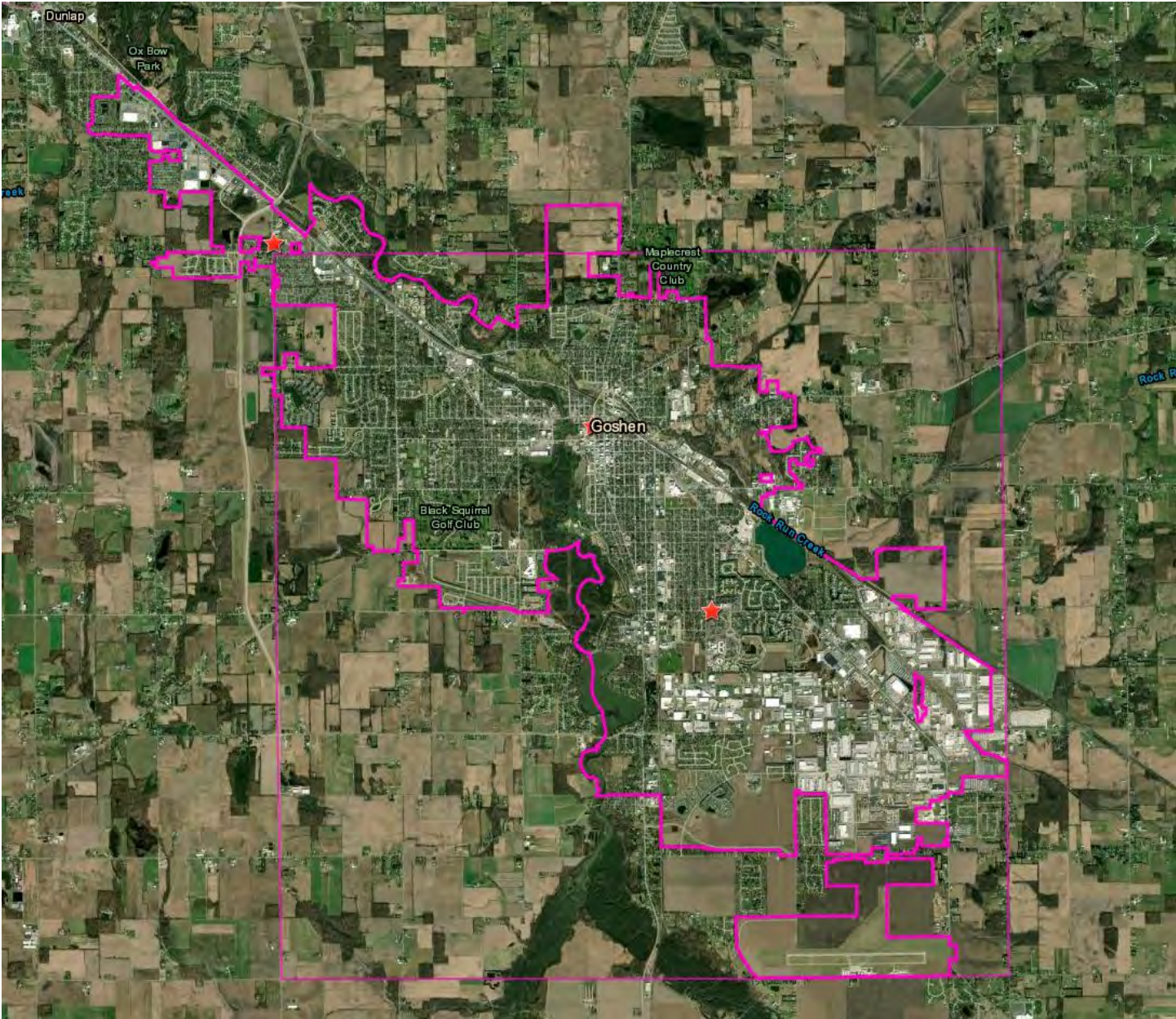
For a working fire, studies show that a flashover event can occur within 3 to 5 minutes due to the high combustibility of modern furnishings. Flashover is the sudden combustion of smoke, gasses, and particulates that occurs when the temperature of a space reaches a critical threshold. However, if firefighters can vent the heat or use a hose stream to cool the fire before flashover occurs, there is a good chance of saving the house.

The 2020 ESO Fire Service Index Report uses data compiled from 260 fire departments and represents more than 1.3 million records from 2019. The ESO national average Travel Time is 4 mins. 49 secs. Goshen Fire Department would like the average Travel Times to be the same or below the ESO national average of 4 mins. 49 secs.

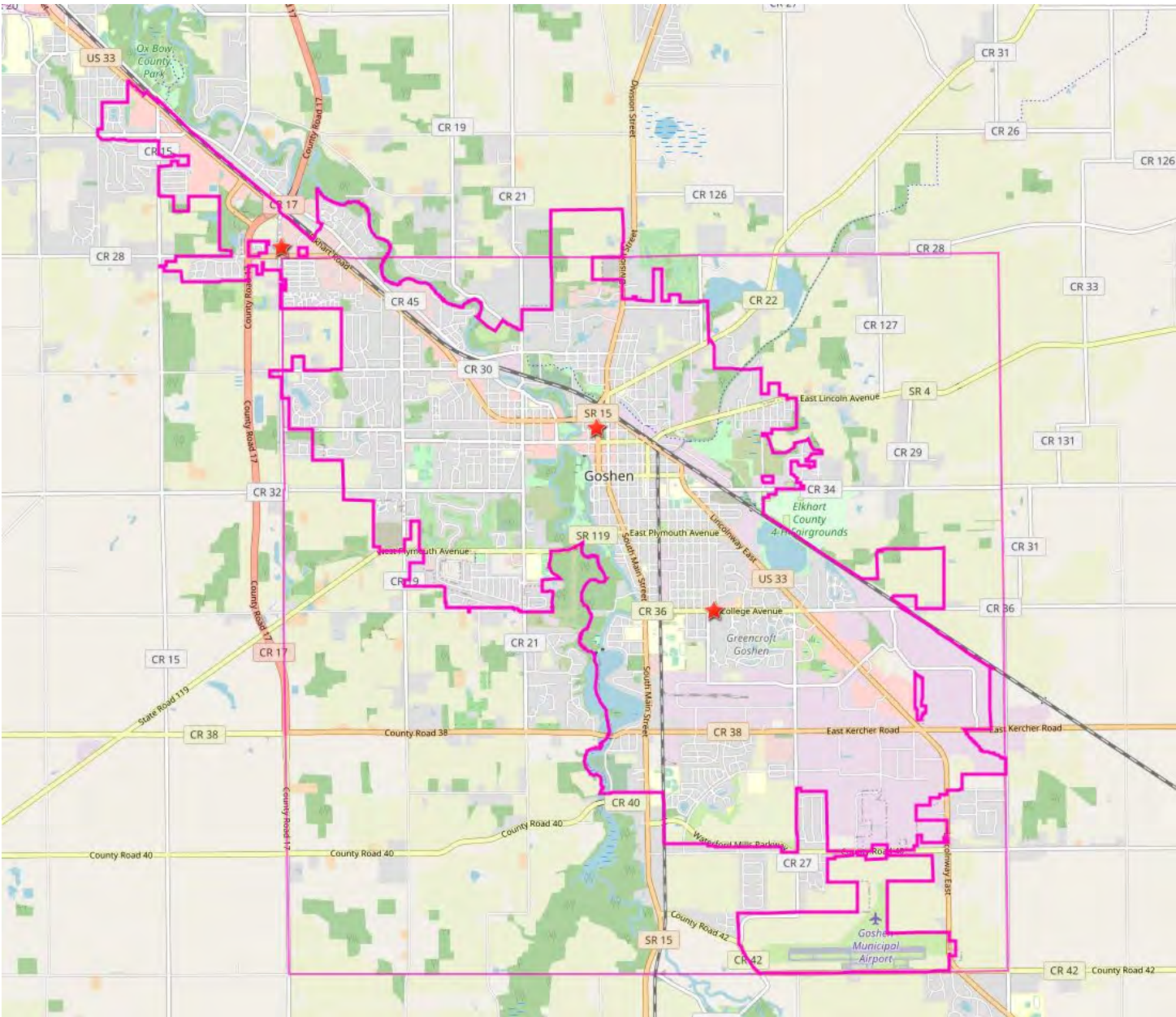
The following images show the current performance of the system based on 6,210 calls that occurred from mid-2019 through early 2021. Potential locations for a replacement Station #3 were explored for the percentage of calls that would fall within the response time goals as well as how quickly they could respond to the large numbers of calls that occur at Greencroft and Waterford.

For the purposes of these maps, a travel time of 4:49 is indicated in Green, 5:49 is indicated in Yellow, and 6:49 is indicated in Red.

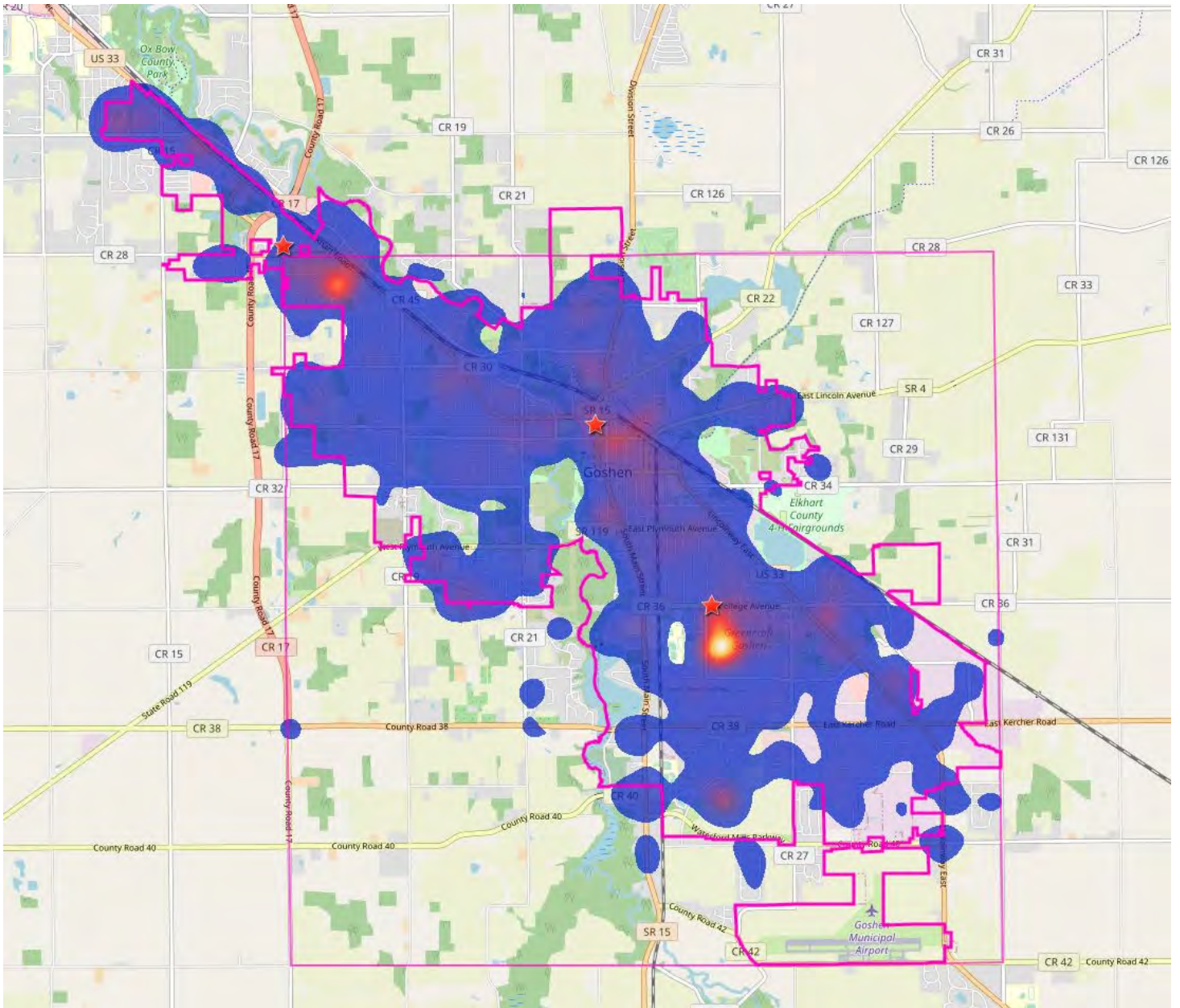
There are portions of the maps that are not colored – these are large fields or park land that currently have no internal road network, so the software calculates an excessively long travel time. It can be assumed that future developments in this area will have response times only slightly longer than those of the existing roadways nearby.



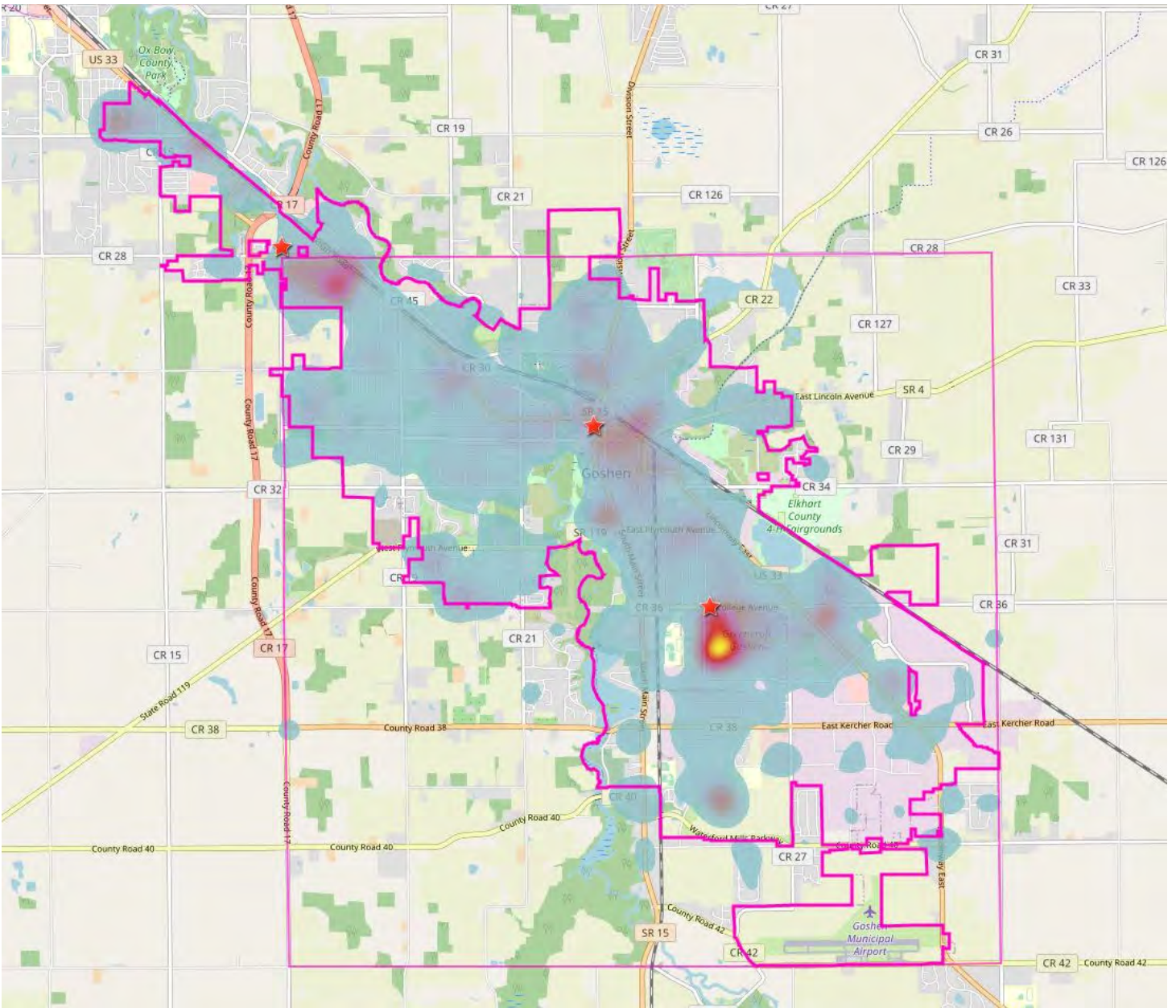
Aerial view showing Goshen City Limits, Elkhart Township Limits, and Three Existing Stations



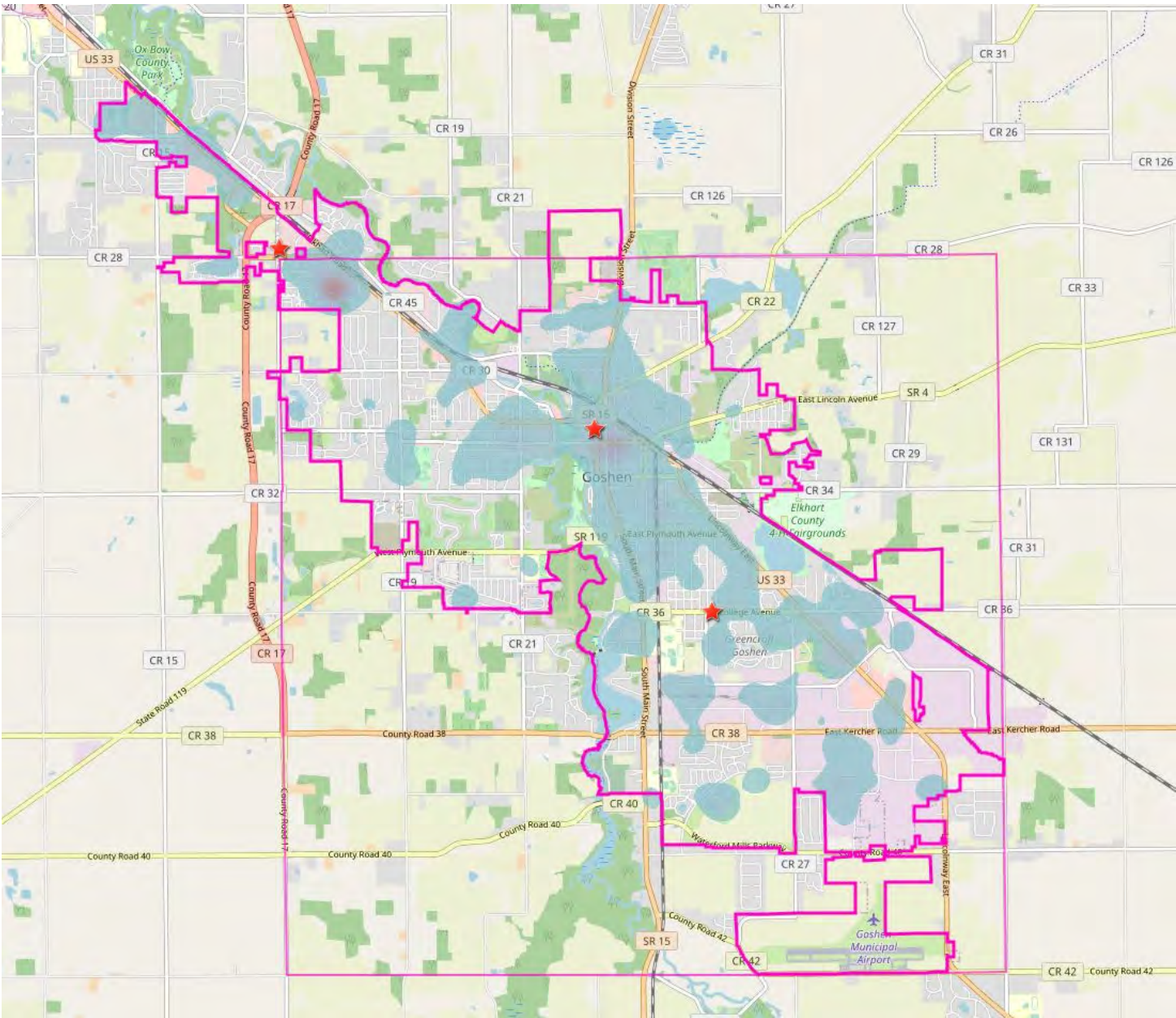
Map showing Goshen City Limits, Elkhart Township Limits, and Three Existing Stations



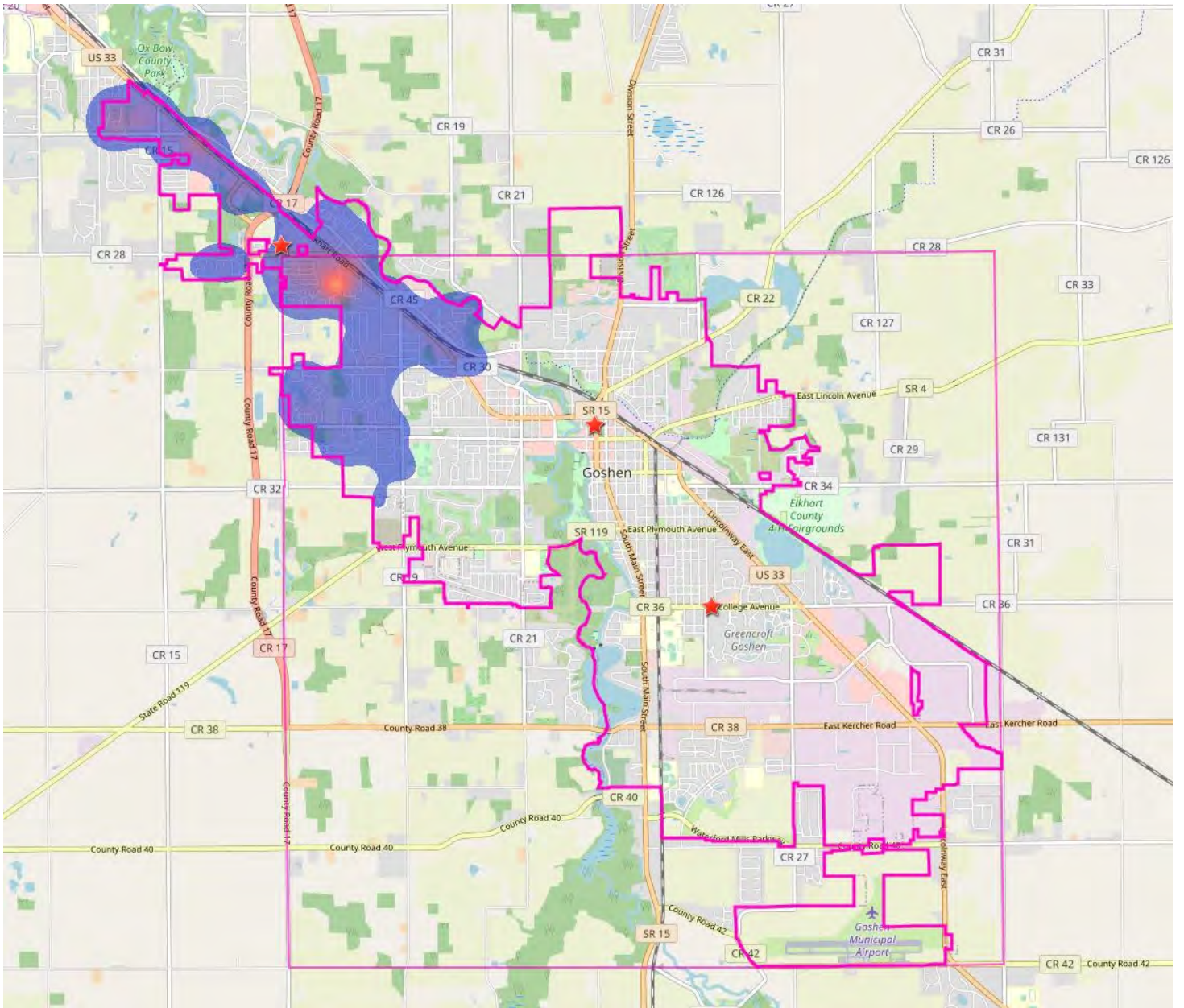
Map showing density of all 6,210 Emergency Response Calls in the sample. As might be expected, calls are dense around Greencroft, with smaller hotspots at Waterford and Walmart and higher density occurring in older, more densely constructed portions of town.



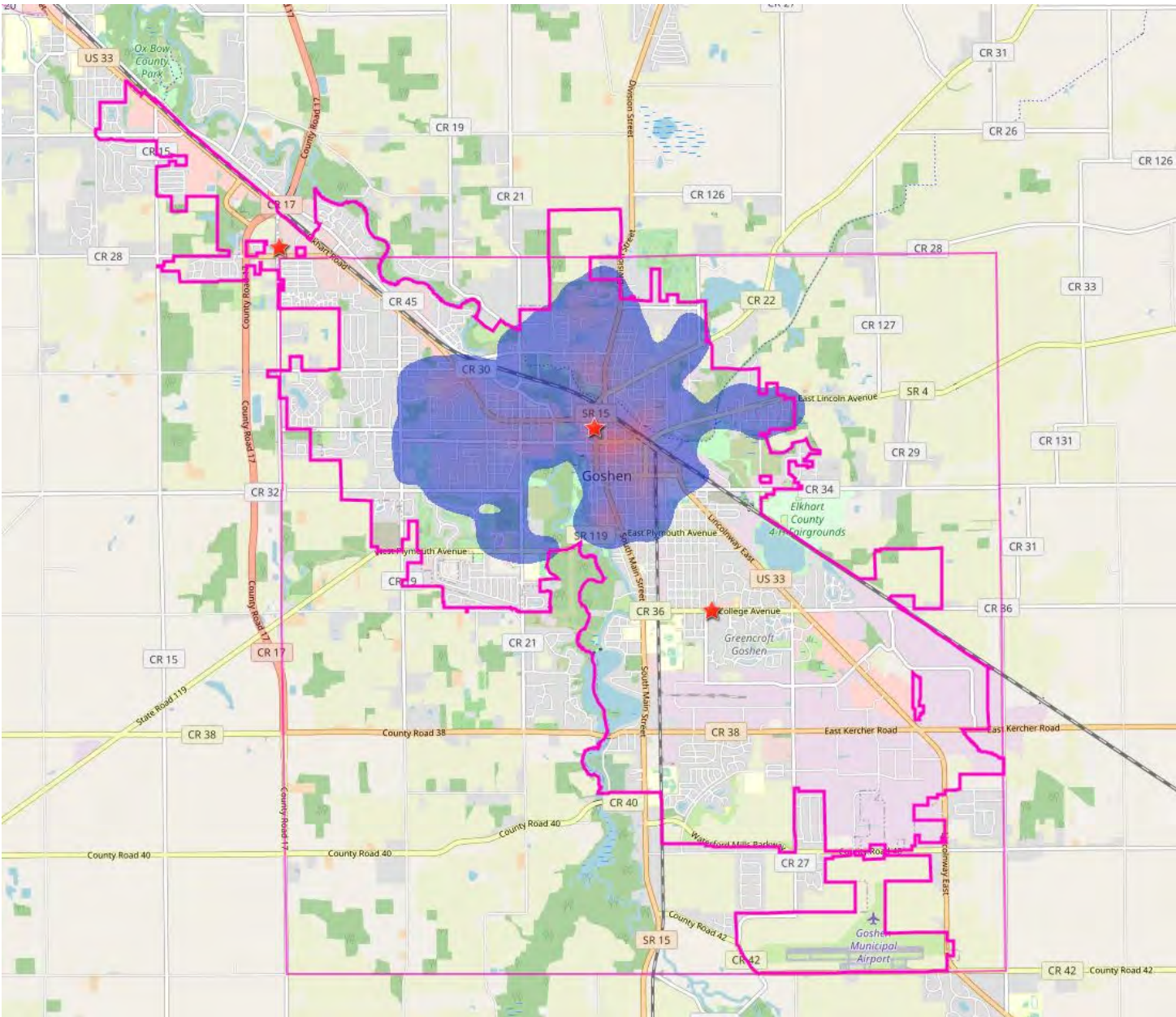
Map showing density of the 4,944 Medical Calls in the sample. Density of medical calls follows the overall density closely.



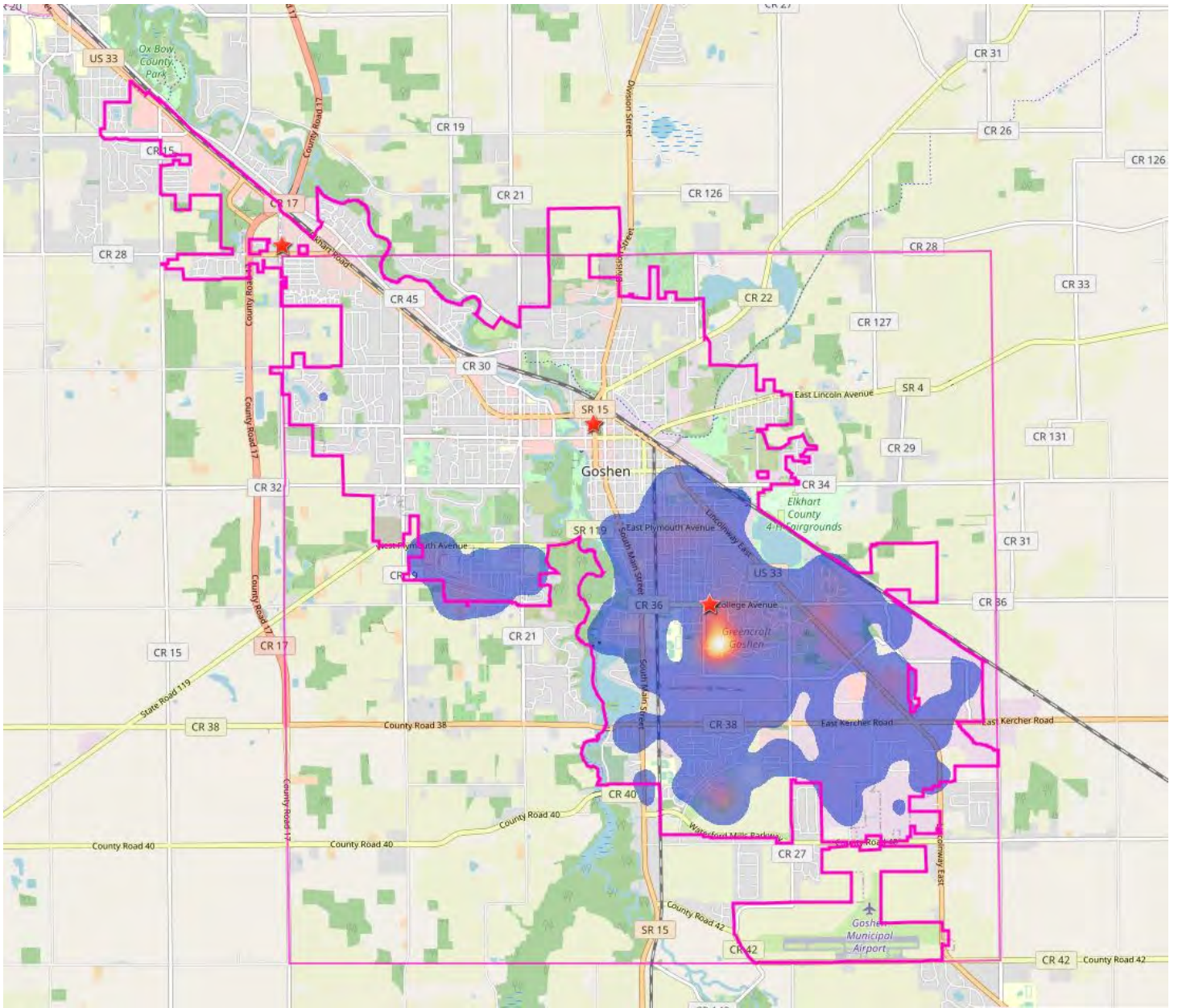
Map showing density of the 1,266 non-Medical Calls in the sample. These calls are more evenly distributed and hotspots at senior living institutions are no longer present. The more densely constructed portions of town have a higher density of non-medical emergency calls.



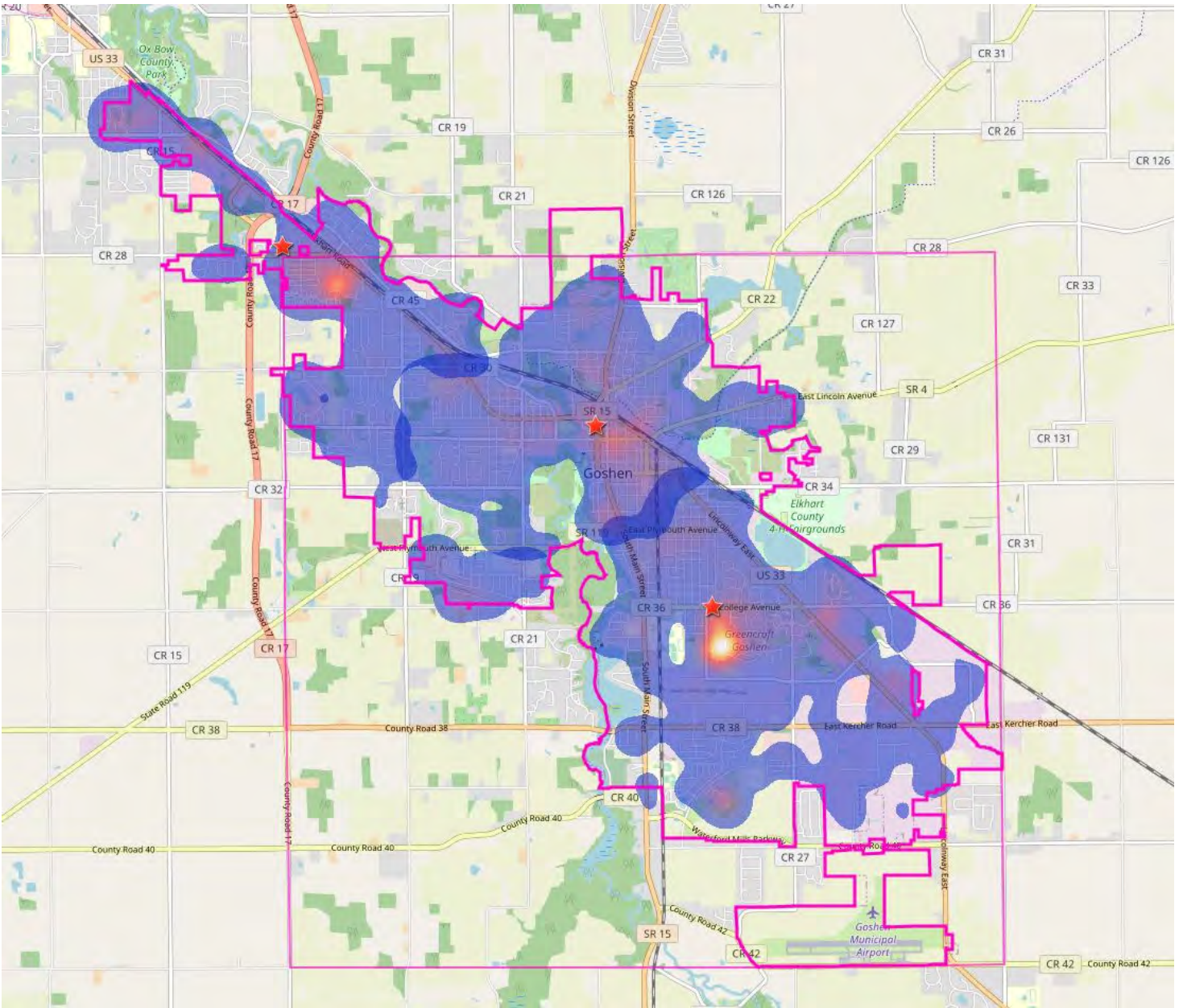
Map showing density of the 1,332 Emergency Response Calls from Reliance Road Station #4.



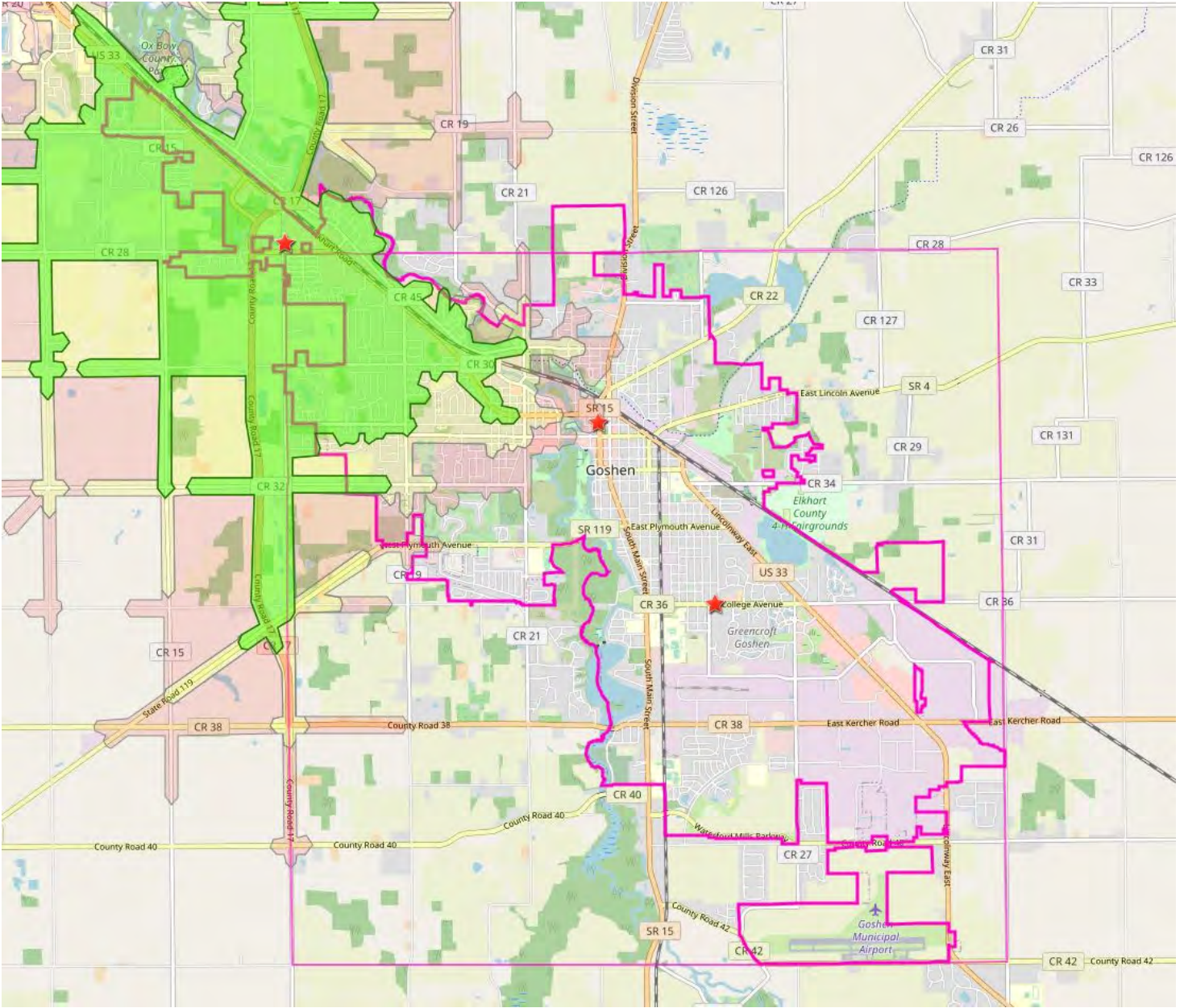
Map showing density of the 2016 Emergency Response Calls from Central Station #1.



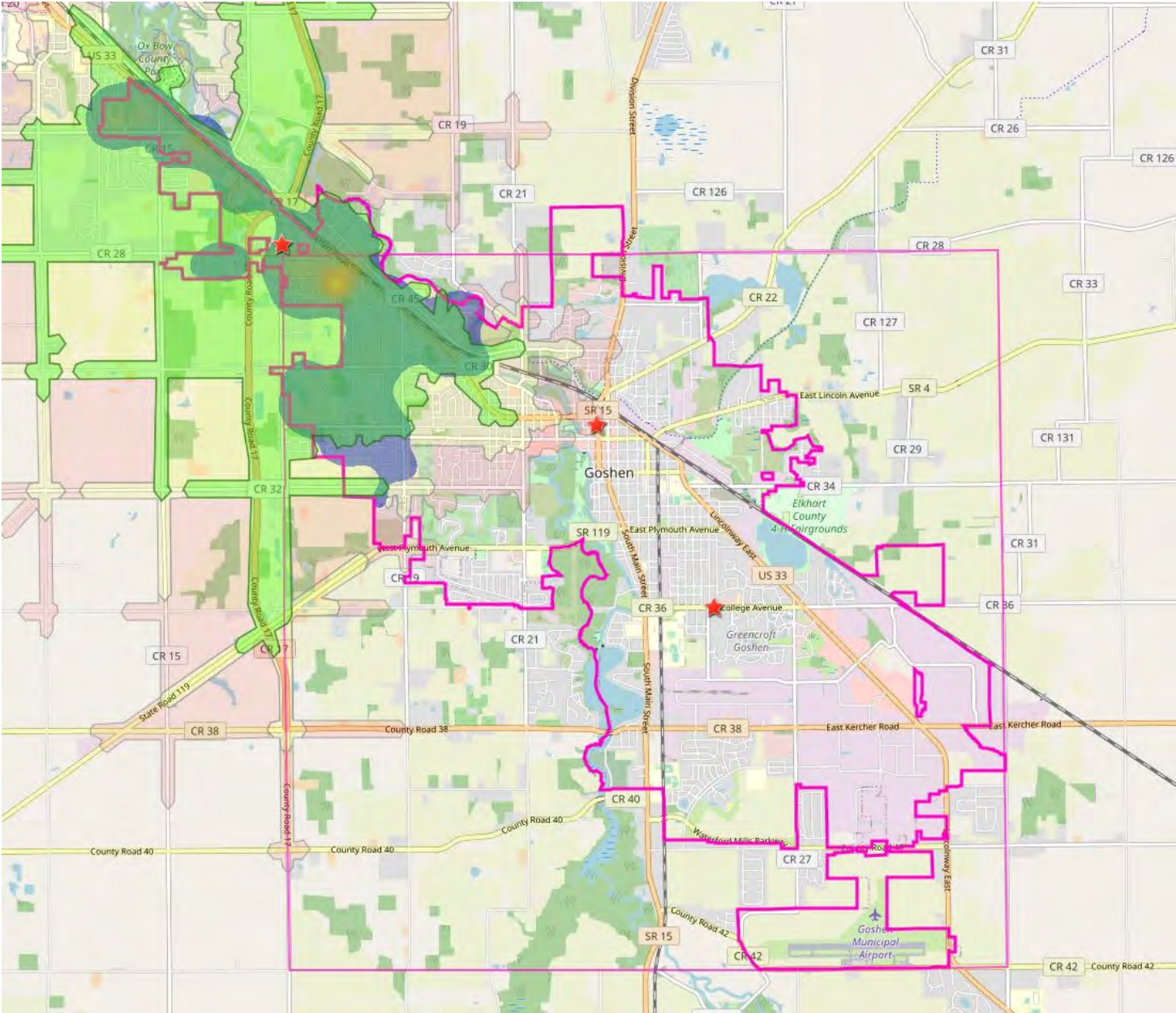
Map showing density of the 2,621 Emergency Response Calls from College Avenue Station #3.



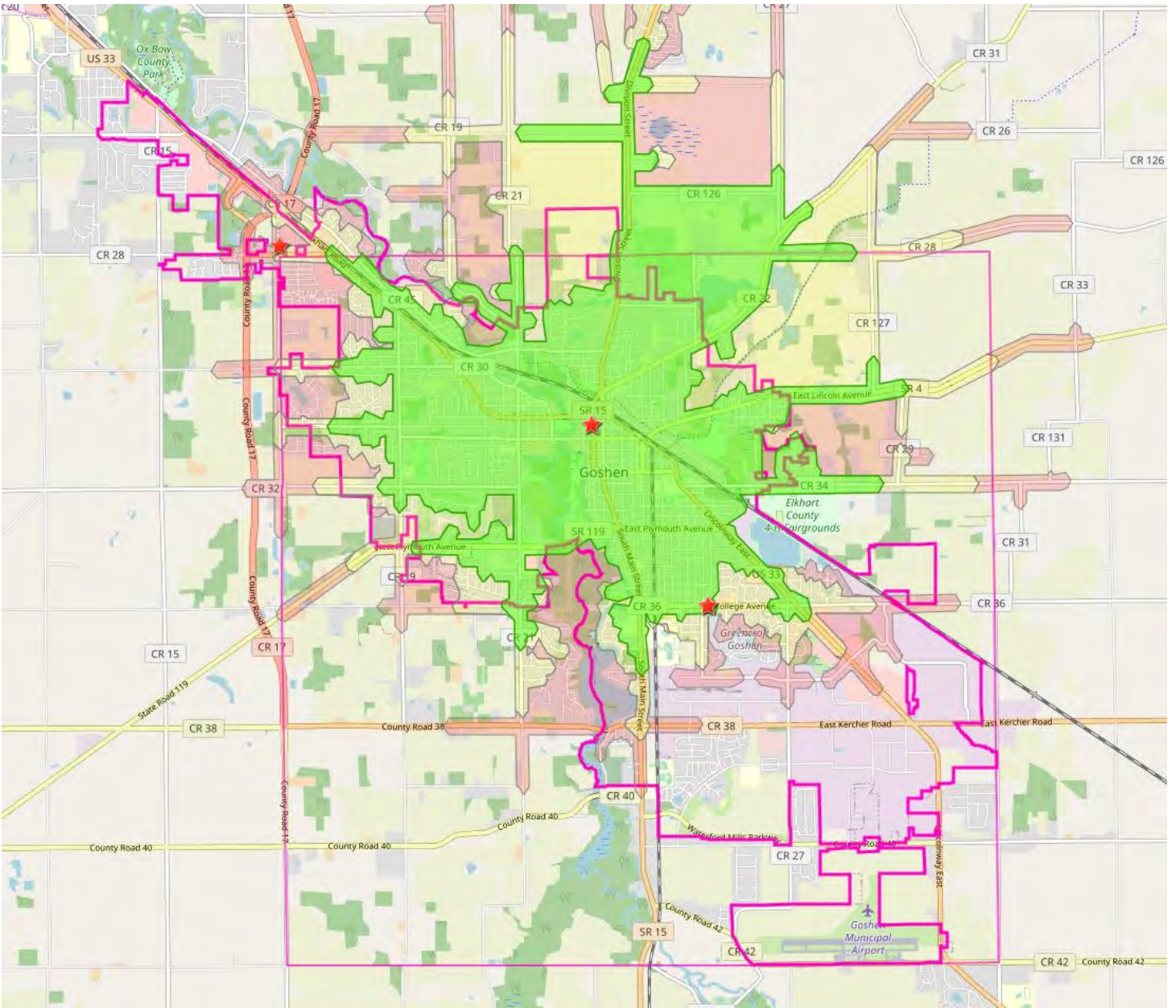
Map Showing Density and overlap of all Emergency Response Calls separated by station.



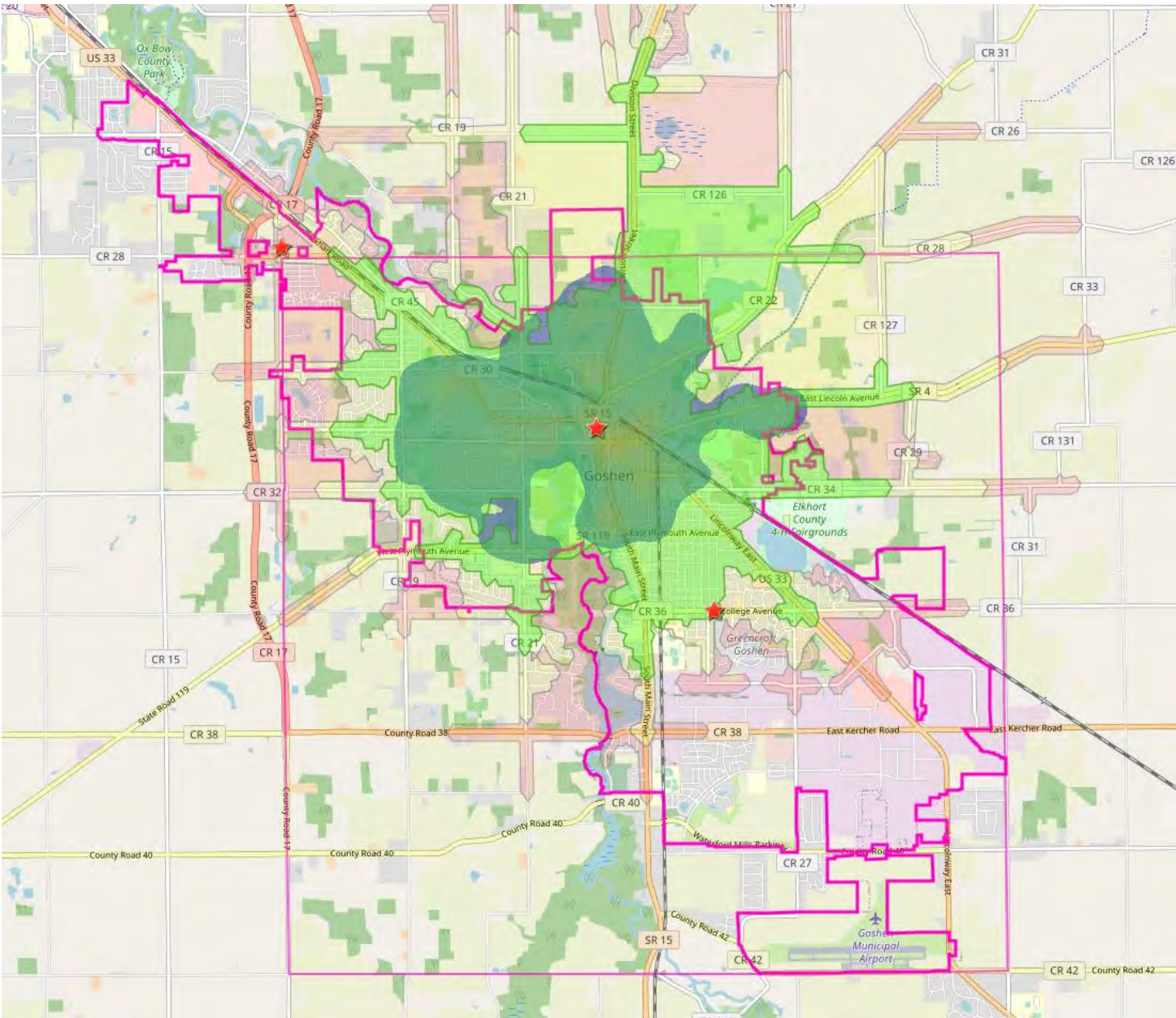
Estimated Travel Times from Reliance Road Station #4 (4:49, 5:49, and 6:49).



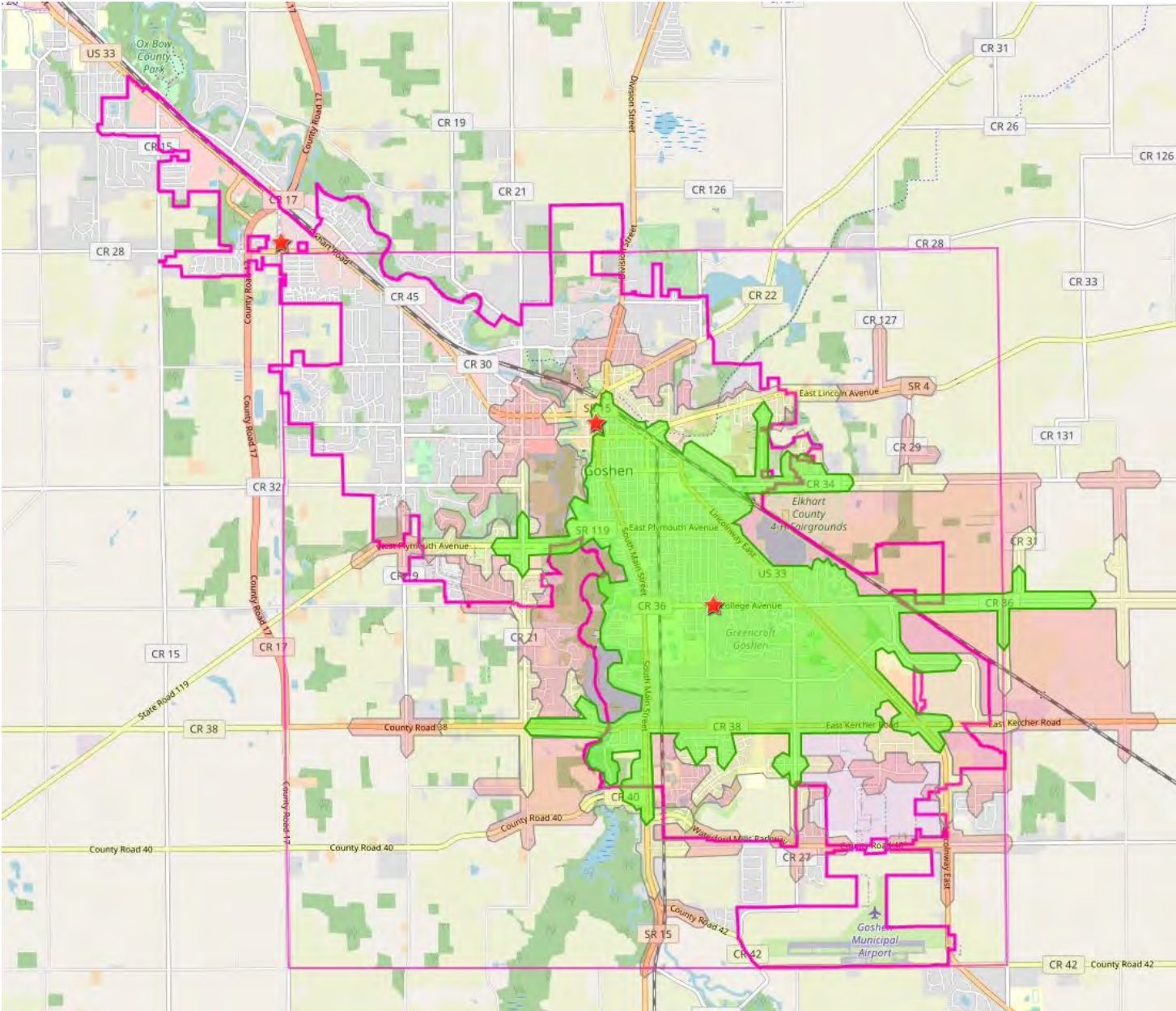
Estimated Travel Times from Reliance Road Station #4 (4:49, 5:49, and 6:49) overlaid with call density.



Estimated Travel Times from Central Station #1 (4:49, 5:49, and 6:49).



Estimated Travel Times from Central Station #1 (4:49, 5:49, and 6:49) overlaid with call density.

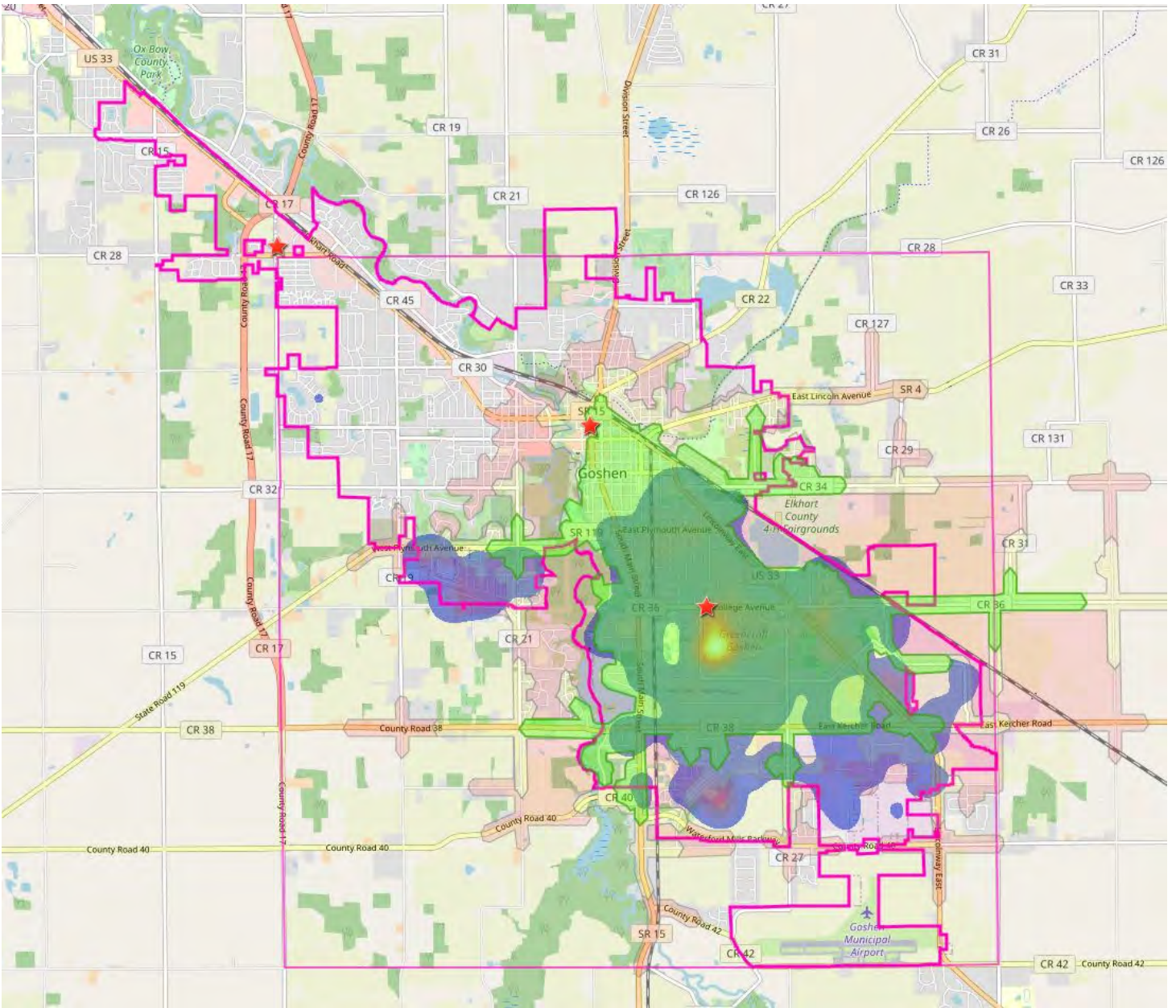


Estimated Travel Times from current College Avenue Station #3 (4:49, 5:49, and 6:49).

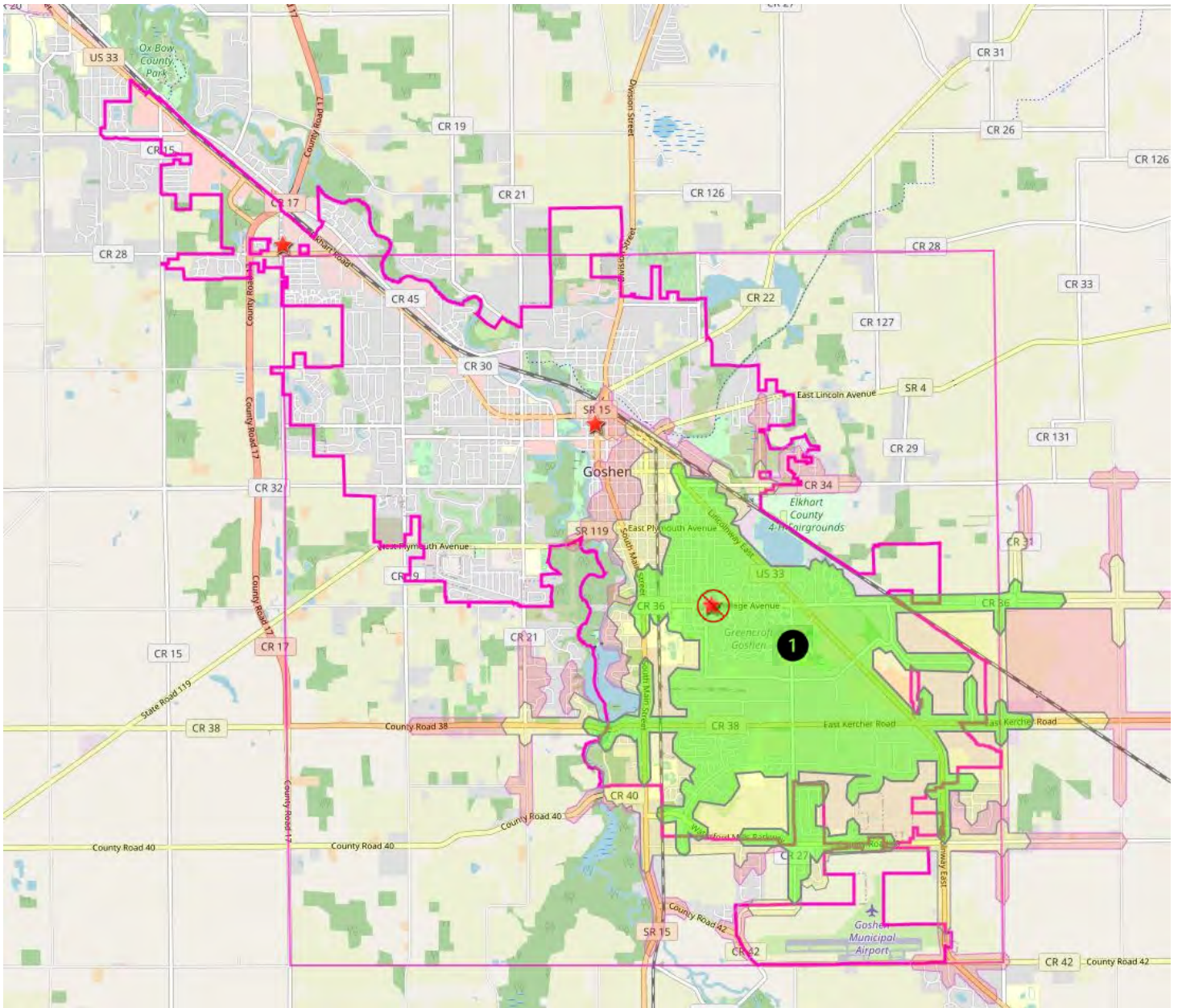
~2.5 min. drive time to Greencroft

~6.75 min. drive time to Waterford

The overlap of within-goal Travel Time between this station and the Central Station shows that they are closer together than is necessary.



Estimated Travel Times from current College Avenue Station #3 (4:49, 5:49, and 6:49) overlaid with call density.

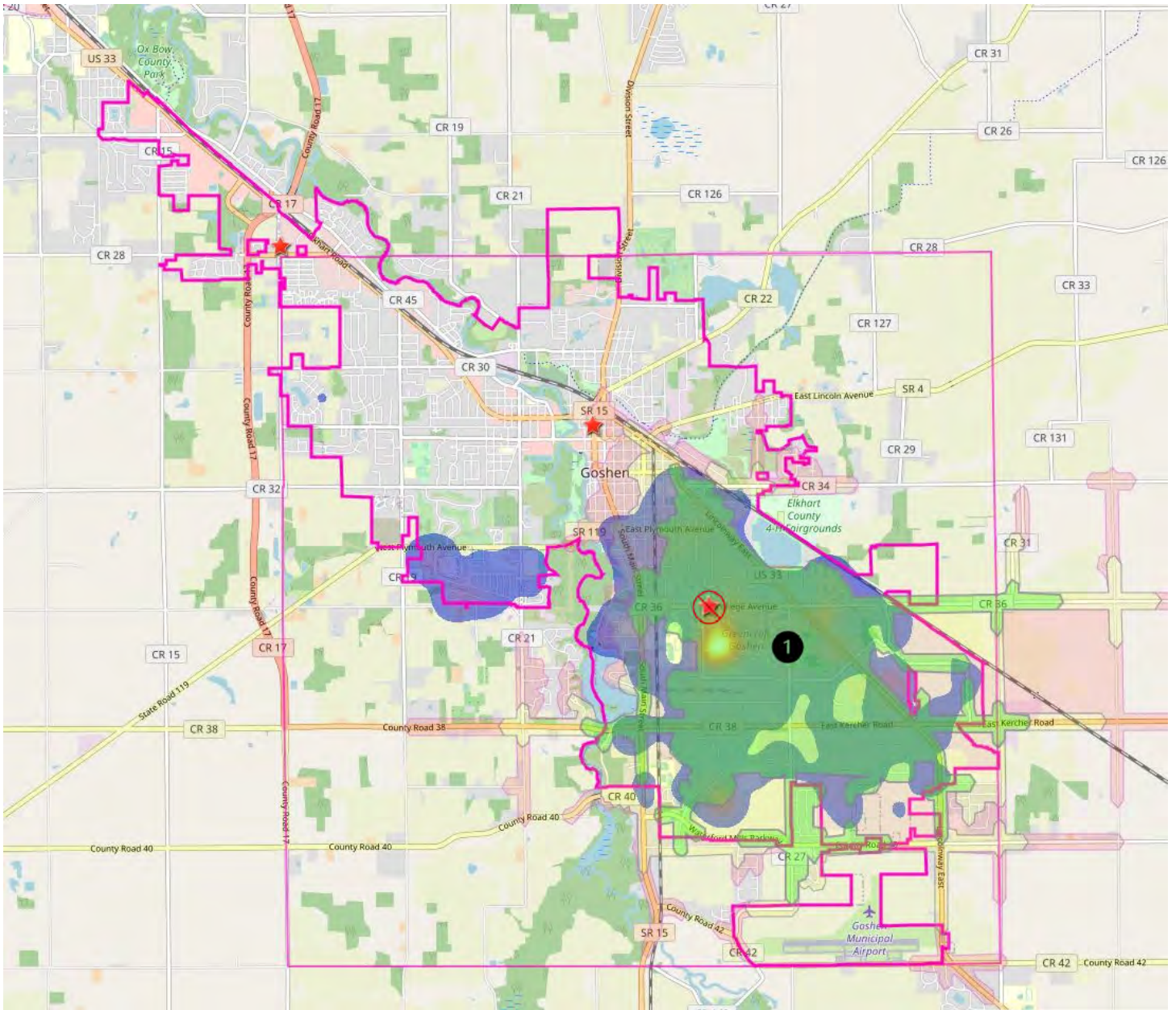


Estimated Travel Times from Location Option 1 (4:49, 5:49, and 6:49)

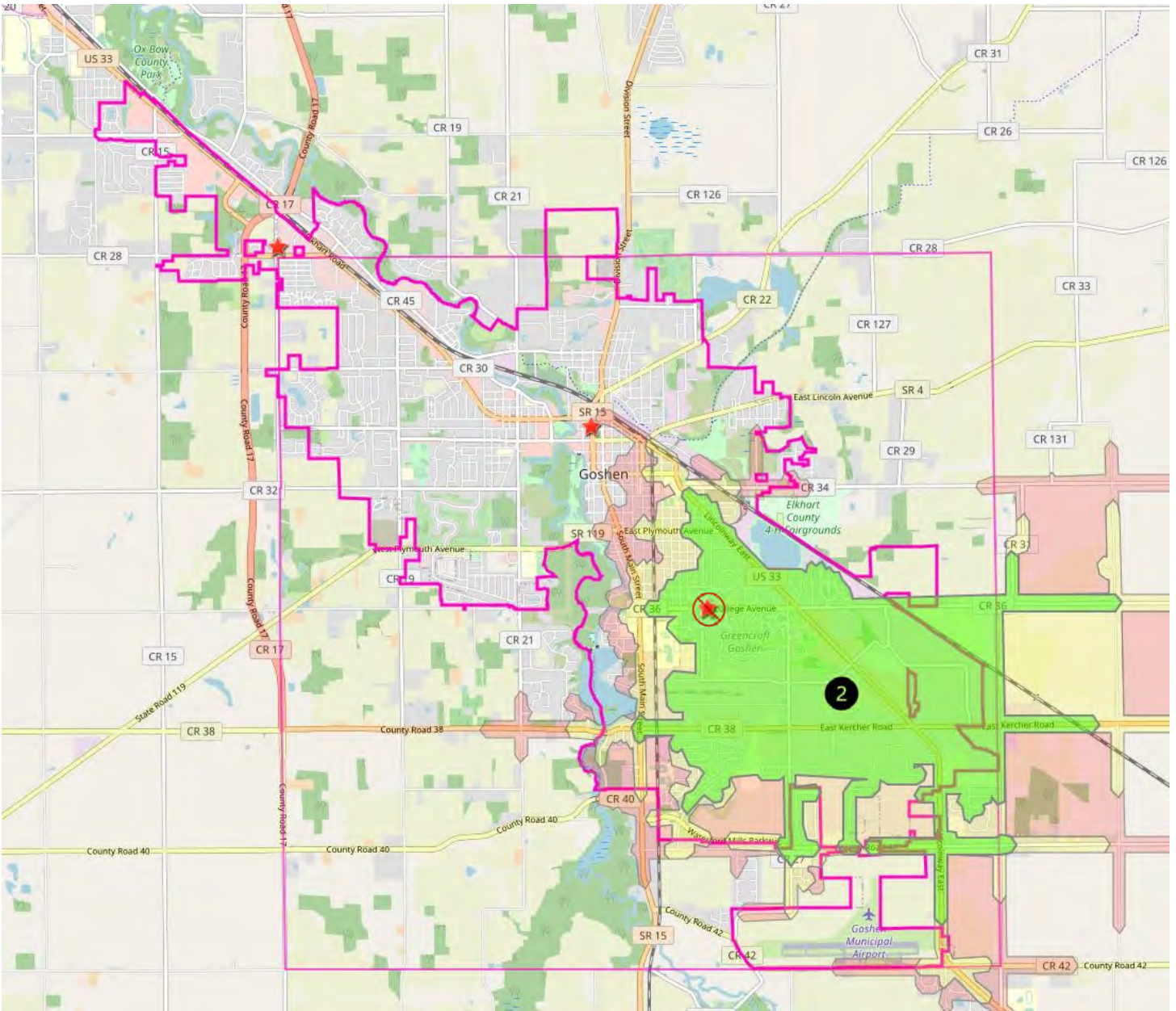
~3.5 min. drive time to Greencroft

~4.75 min. drive time to Waterford

This location would shift the station southeast to be an appropriate distance from the Central Station. It still provides excellent access to Greencroft, but does not improve response times to Waterford as much as would be desirable. In addition, the withdrawal of the actual Greencroft property means that to locate in this area the City must purchase land across the street, which adds unanticipated costs. This option is feasible but not ideal.



Estimated Travel Times from Location Option 1 (4:49, 5:49, and 6:49) overlaid with call density

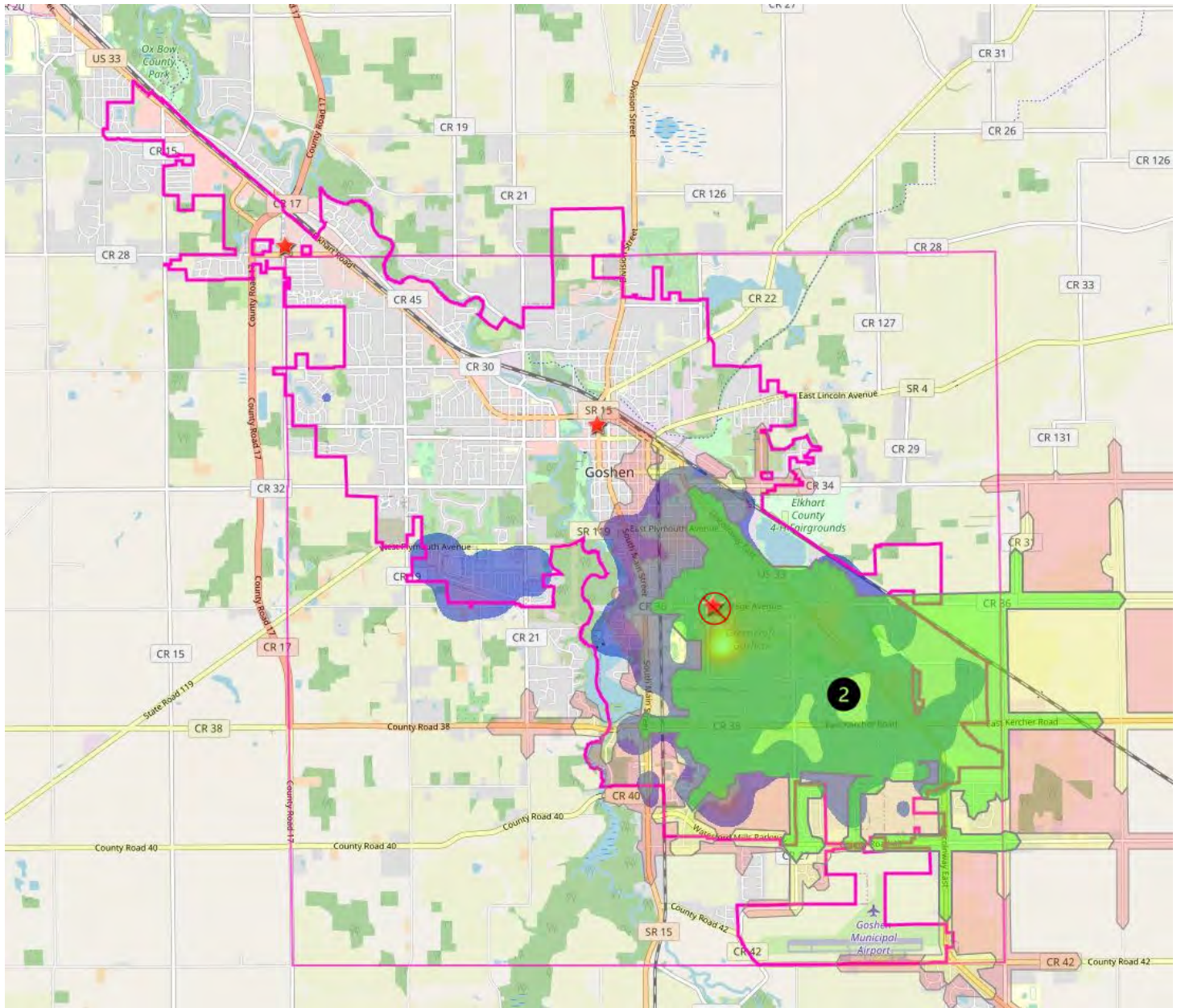


Estimated Travel Times from Location Option 2 (4:49, 5:49, and 6:49)

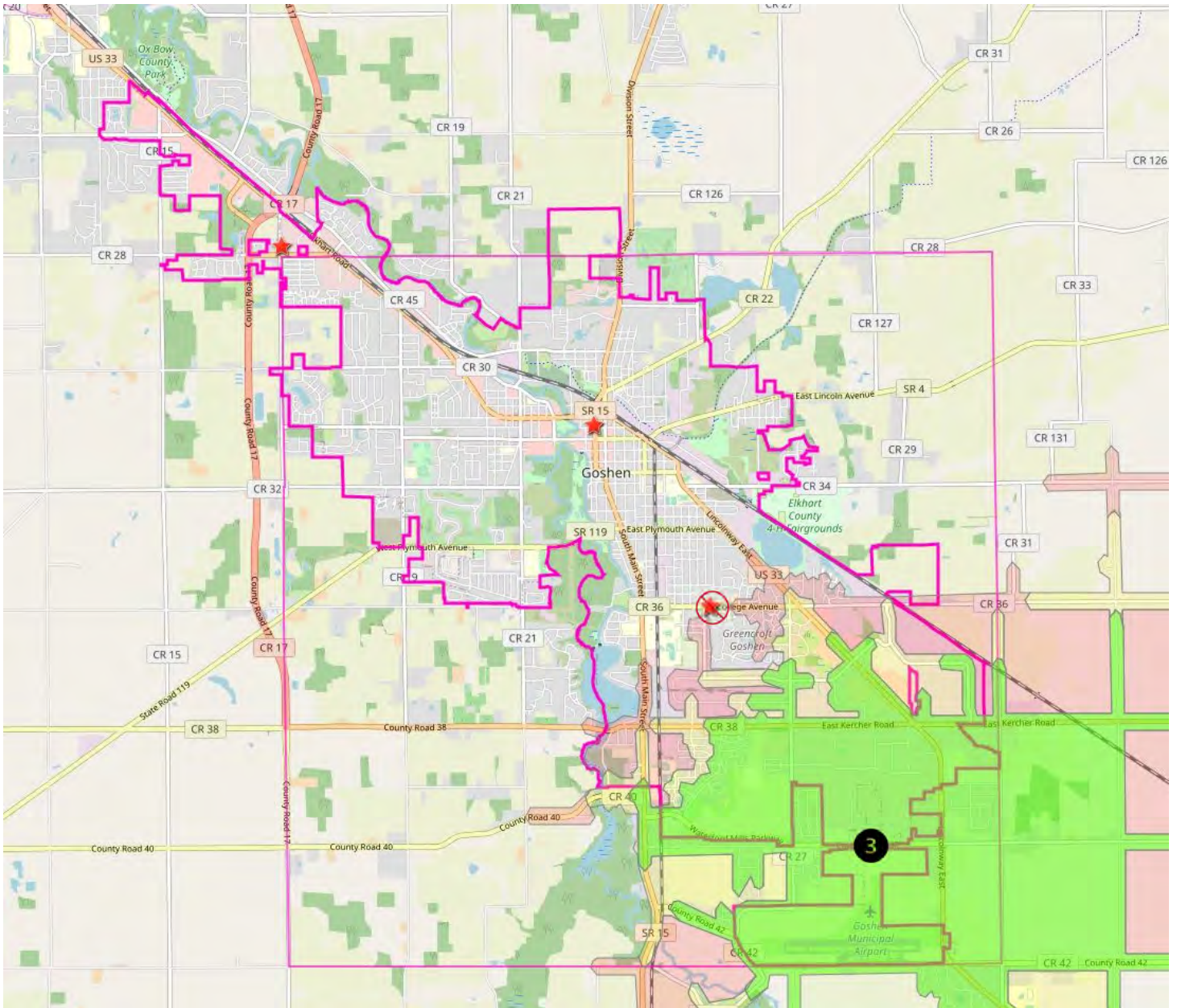
~4.75 min. drive time to Greencroft

~5.5 min. drive time to Waterford

The Training Center site does not have quick access to major roadways, so the response times would be unfortunately extended to most of the coverage area, even if the section west of the river and south of Plymouth Avenue was re-assigned to the Central Station. This was deemed to be an unacceptable option.



Estimated Travel Times from Location Option 2 (4:49, 5:49, and 6:49) overlaid with call density



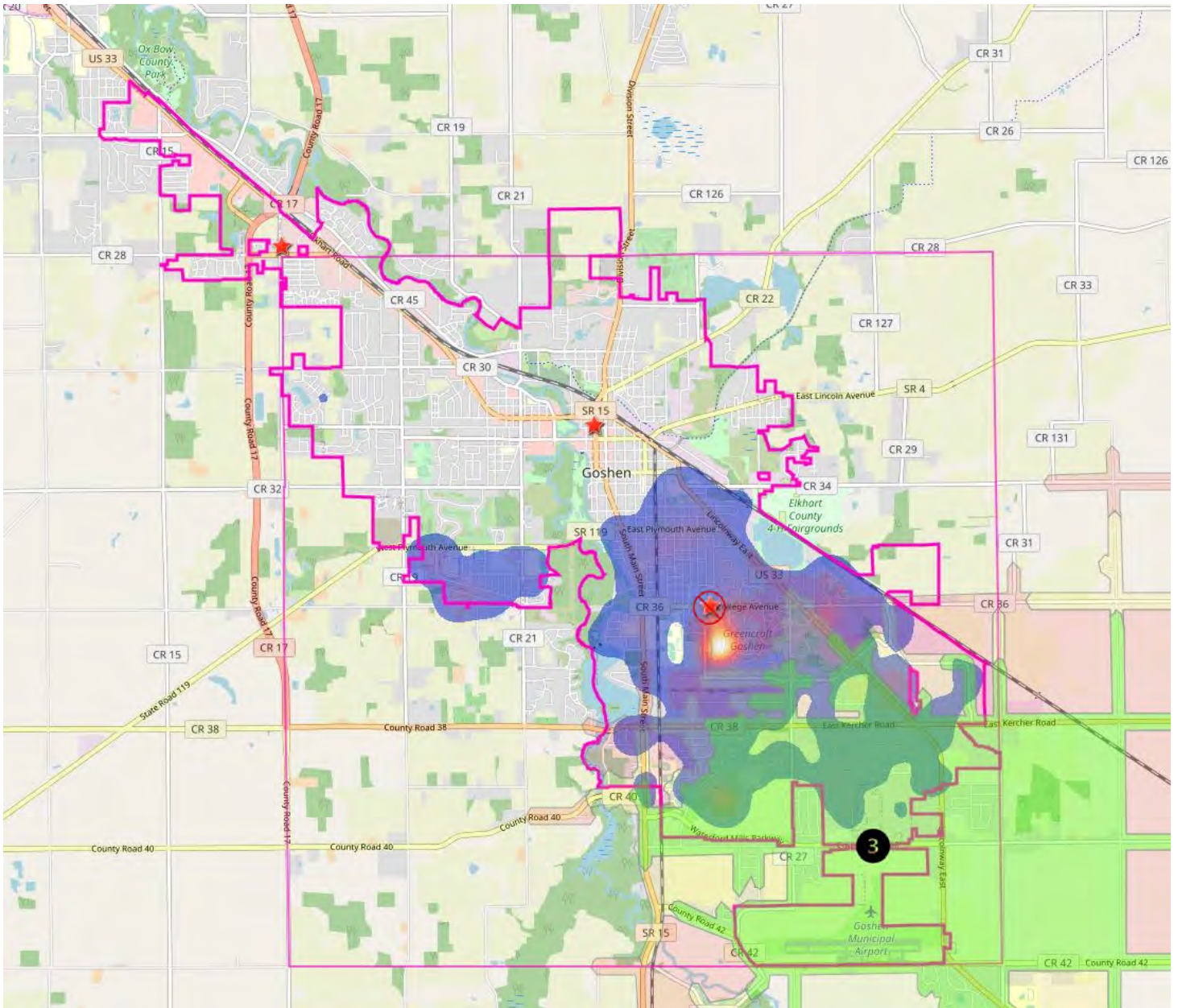
Estimated Travel Times from Location Option 3 (4:49, 5:49, and 6:49)

~8 min. drive time to Greencroft

~4.5 min. drive time to Waterford

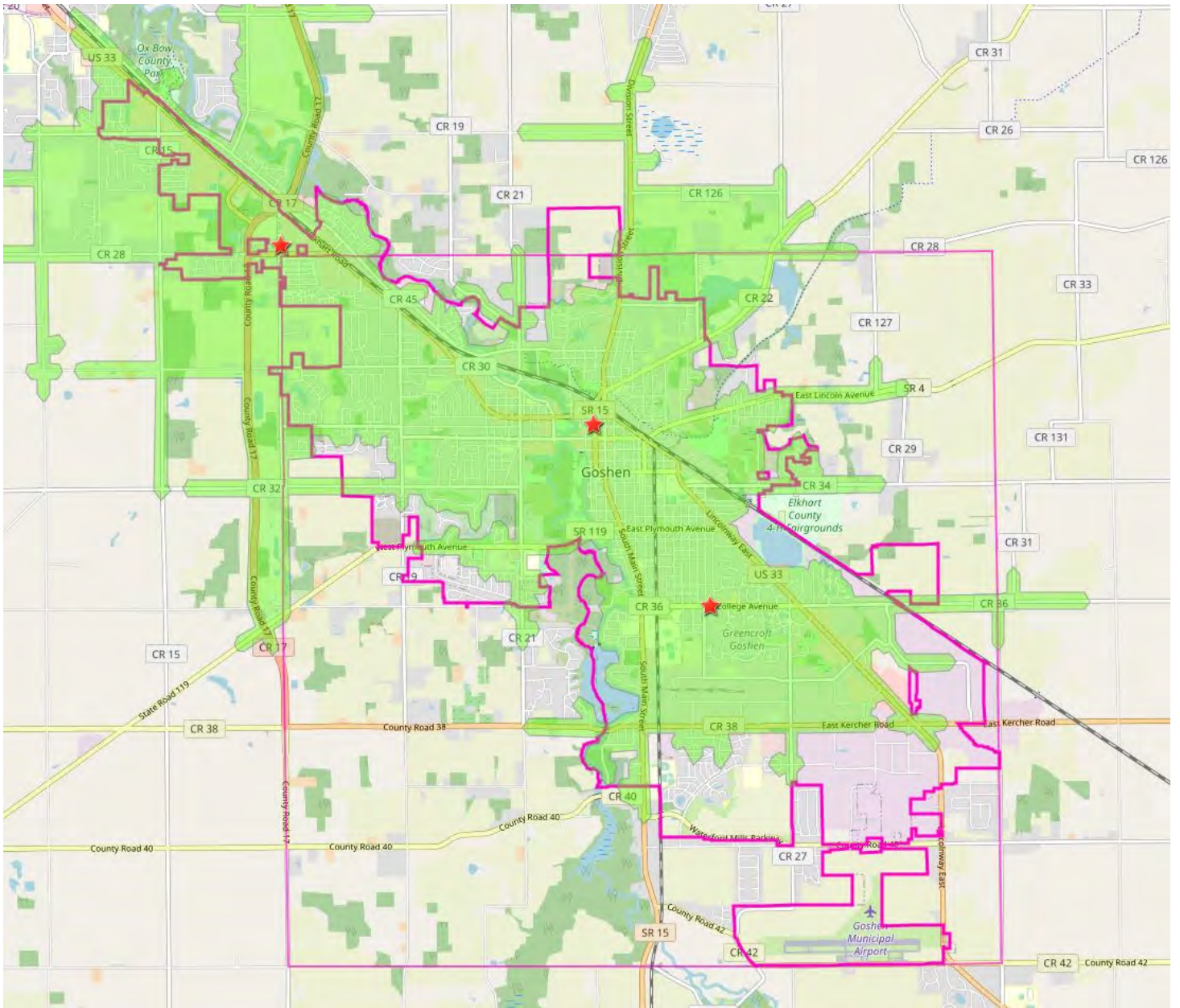
This option is located on City-owned land adjacent to the airport and would be a benefit to the airport. However, it provides unacceptable response times to Greencroft, which cannot be fully covered by the Central Station.

However, knowing that major development is likely immediately south of this site, as well as due north and due west of this site, a fourth station at this location makes sense to minimize response times. With the additional fire apparatus acquired from the Township Fire Department, the idea of a fourth station becomes financially feasible.



Estimated Travel Times from Location Option 3 (4:49, 5:49, and 6:49) overlaid with call density.

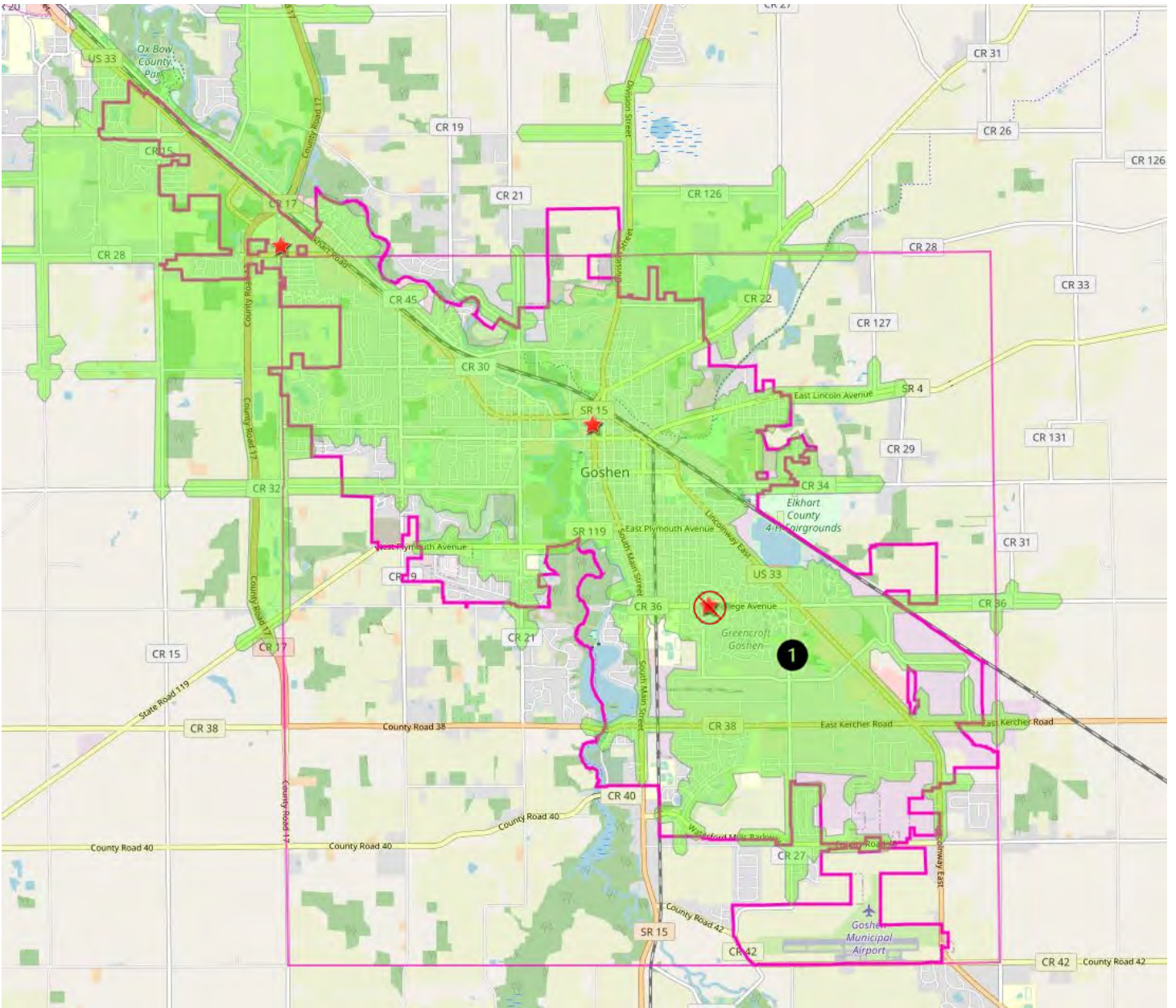
Station #3 is the City's busiest station, so splitting the calls between two stations improves response times and balances workloads for staff. It also means that Greencroft would have no change to its current, very quick, response times.



Map showing the area currently within Travel Time goal of 4:49.

20.9 sq mi within response time goal

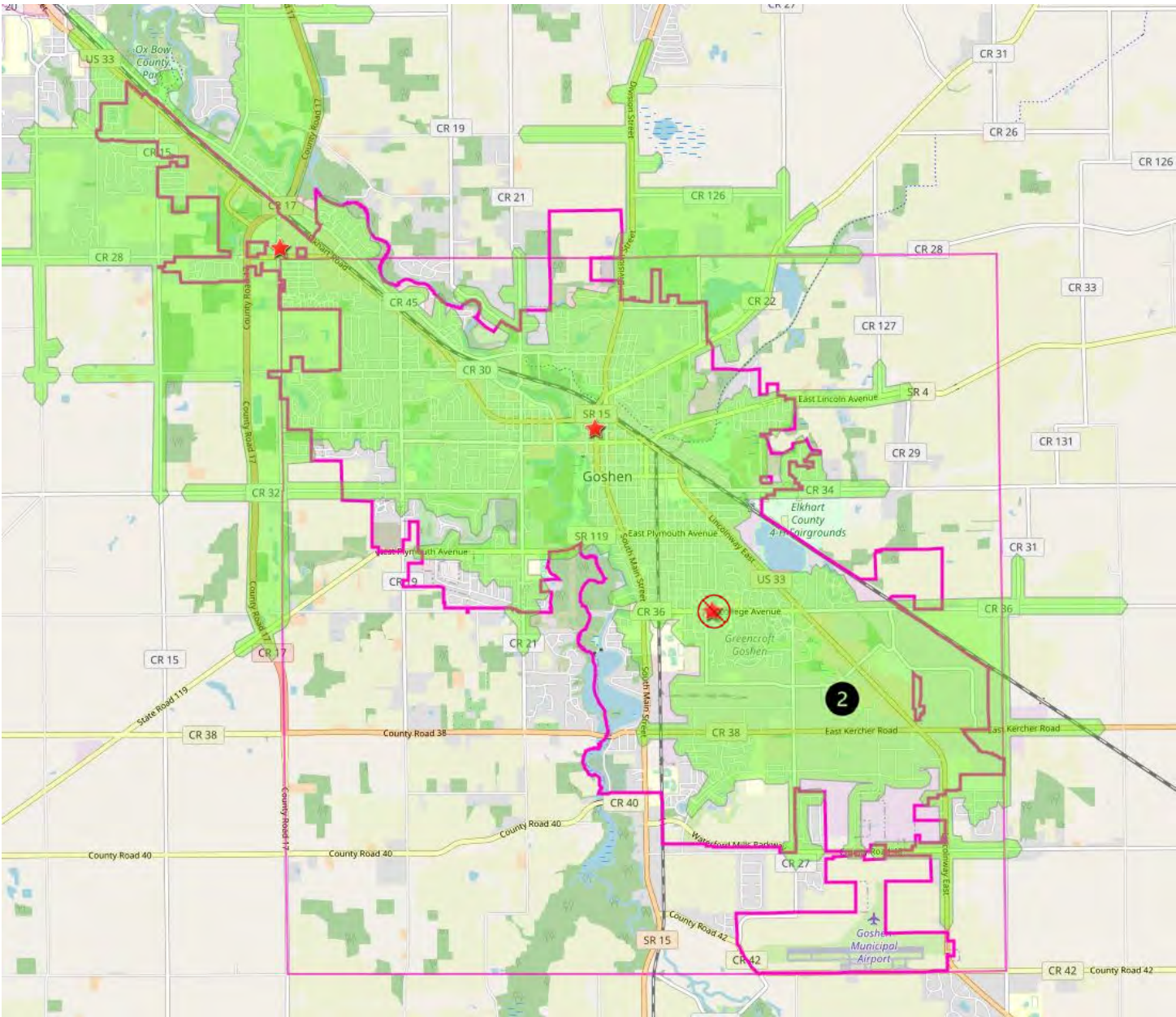
86.7% of calls fall within response time goal



Map showing the area projected to be within Travel Time goal of 4:49 if Station #3 was relocated to Location Option 1.

21.8 sq mi within response time goal

89.2% of calls fall within response time goal

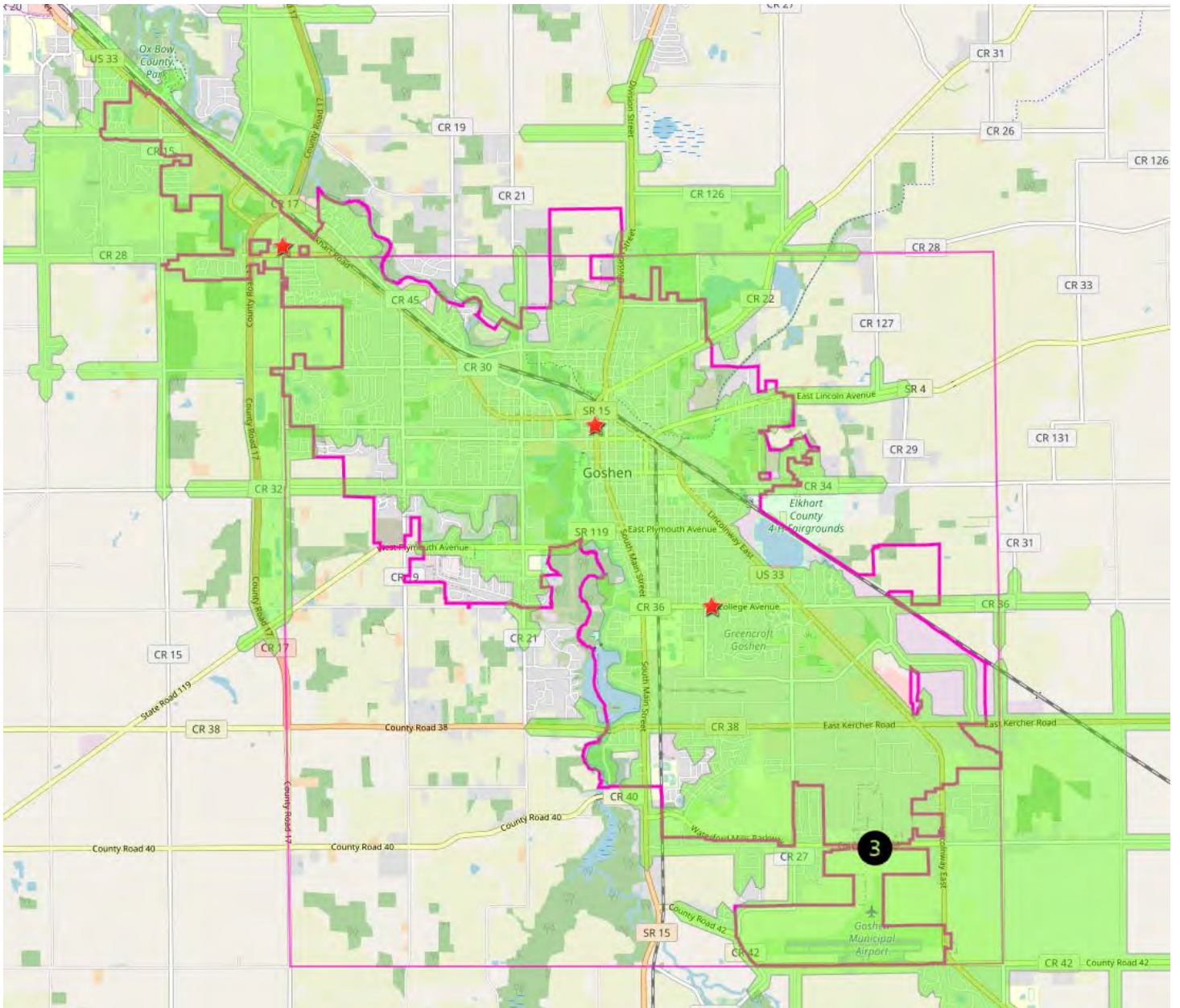


Map showing the area projected to be within Travel Time goal of 4:49 if Station #3 was relocated to Location Option 2.

21.6 sq mi within response time goal

89.5% of calls fall within response time goal

While this shows improvement from the existing conditions, it is important to note that Greencroft is at the very edge of the 4:49 threshold in this scenario, so average response times would likely increase instead of decrease.



Map showing the area projected to be within Travel Time goal of 4:49 if Station #3 was kept operational and a Fourth station was added to the system.

29.9 sq mi within response time goal

92.4% of calls fall within response time goal

Adding a fourth station results in a clear improvement in expected response times and will improve coverage in areas of anticipated development, aiding the long-term economic health of the City. This is the preferred option, and the option that BKV Group was directed to carry forward to the following steps of the Study.

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Space Needs Analysis

BKV Group assessed the Fire Department's space requirements based on national standards, interviews with the department leadership, current staffing levels, and demographic information. Two types of stations were programmed – a headquarters station with space for a large training room and administrative staff, and a satellite station which does not have those spaces. There may be multiple satellite stations, but only one headquarters station will be necessary.

Each section of the proposed work is programmed at the level of individual rooms or spaces. The areas identified for each are based on solid experience and familiarity of these types of facilities by the planning team, as well as data collected from Department staff. Consolidating this information, BKV Group developed a draft space needs matrix and reviewed, developed and refined the information with the project team.

The programming effort considers the current space allocation for each function, the number of firefighters, number of workstations and offices necessary, and current support spaces provided and projects these needs forward into the future. Once the program information is reviewed and confirmed with the team, this then forms the basis of the Master Planning Concepts and should be the basis of further exploration in Concept and Schematic Design phases.

A Note on the Validity of Long-term Space Needs Projections:

The development of the program is based on planning for a 20-year projected need. Although government buildings are commonly built to the quality of a 50- or 100-year life span, it is not financially feasible, nor reliable to construct spaces that may or may not be needed within that extended time frame. A community's population might vary 10% from projections within 20 years but could vary 50% from projections after 50 years. Rather, the building should be designed to easily accommodate renovation and expansion. A forecast of 20 years is the practical limit of reasonably accurate projections. It is important to note however, that as time passes, particularly if funding for a project is not immediately available, the original program should be updated upon project commencement to incorporate changing growth patterns.

Each space required for the department is listed in the matrix along with the area required for those spaces. The number of such spaces expected to be needed is shown, then the net area is calculated by multiplying the size of the room by the number of such rooms. These are tallied at the bottom of the page into a Total Net Square Footage. This Net Square Footage does not factor in the area occupied by wall thicknesses, columns, plumbing and mechanical shafts, corridors, etc. that cannot be precisely identified at this early phase of the project. To account for these other functions, architects use a "Circulation Factor" (typically 15% to 20%) and an "Envelope Factor" (typically 12% - 15%) that is added to the Net Square Footage to arrive at a Total Proposed Square Footage. Generally speaking, buildings that require greater circulation, wide public waiting areas or large public interface functions require larger efficiency factors.

	#	unit area (sf)	net total (sf)	
Public/ Training Areas				
Secure Vestibule	1	120	120	display space, baby box, mail slot for payments
Public Restroom	1	60	60	1 toilet, 1 lav
Community Room	1	750	750	changed at Workshop 3
<i>subtotal</i>			930	
Firefighter Areas				
Report Room	1	160	160	with printer, base radio, seats two
Station Officer	1	120	120	one desk, three filing cabinets
Single User Bunk Room	6	180	1,080	12'x15' 3 beds (one room with 4), nightstand, closets
Extra Bunk	1	60	60	
Single User Shower Rooms	2	85	170	toilet, lav, shower
Uniform Closet	18	0.5	9	2' deep closet for Class A uniforms, two rods
Storage	1	100	100	
Quiet Room	1	81	81	dual purpose study and mother's room
Janitor/Laundry	1	100	100	
Dayroom	1	320	320	seats 6, power to each seat
Dining Area	1	200	200	seats 8
Pantries	4			3 pantries, one trash closet
Kitchen	1	280	280	commercial range, 2 mw, 3 fridge, stools at island
Physical Conditioning Room	1	600	600	
<i>subtotal</i>			3,280	
Apparatus Bays and Support Areas				
Apparatus Bays (dbl deep)	3	1,620	4,860	18' x 90', bifold doors, plymovent, air and power reels, radiant floor, HVLS fans
Decontamination Vestibule	2	64	128	hand sink, ice maker, floor mat, pressurized
PPE Storage	20	8	160	separate enclosed room with exhaust
Decontamination	1	220	220	extractor, williams dryers, door to exterior
App Bay Restroom	1	85	85	lav, toilet, shower, urinal
SCBA Room	1	140	140	compressors, workbench, parts cabinet
Shop/ Storage	1	200	200	
EMS Supply Closet	1	20	20	air conditioned
General Storage	1	400	400	
<i>subtotal</i>			6,213	
Building Support				
Mechanical	1	200	200	
Electrical	1	100	100	
Communications	1	80	80	
Sprinkler riser	1	40	40	
Stairs		160	0	may or may not be needed
Storage Mezzanine			TBD	
<i>subtotal</i>			420	

	#	unit area (sf)	net total (sf)
Exterior Areas			
Visitor/Admin Staff Parking	3		
Firefighter Parking	14		accommodate shift change, visiting command staff
Flagpoles	1		
Monument Sign	1		
Mailbox	1		
Staff Patio	1		outdoor table and grill
Fencing	tbd		
Trash/Recycling Enclosure	1		
Pad Mounted Transformer	tbd		
Generator Enclosure	1		
Stormwater Detention	1		
Total Programmed Area (sf)			10,843
Circulation Factor (sf)		10%	1,084
Envelope Factor (sf)		12%	1,301
Building Footprint (sf)			13,228

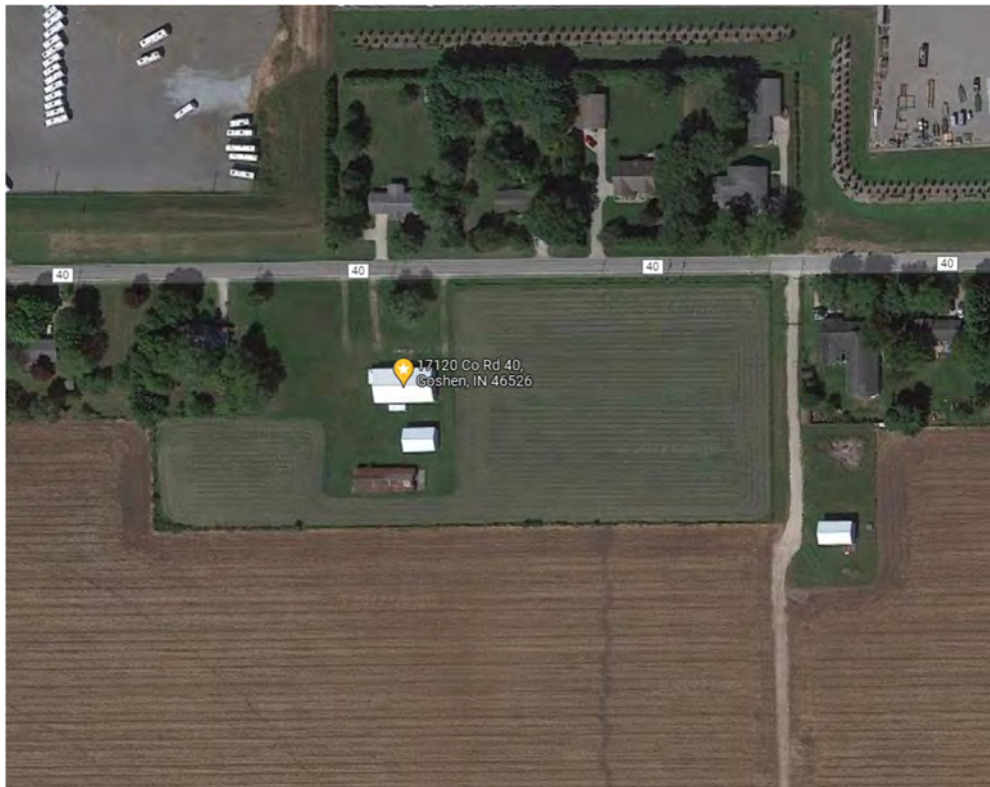
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Conceptual Design

BKV Group worked with the City's planning team over a series of workshops to develop a conceptual design approach that proves the feasibility of the project on the site and shows what the building might look like.

Site Planning

The proposed property for Fire Station 5 is City-owned land along County Road 40. This was agricultural land and is still zoned A-1. It has direct access to the airport along a gravel drive on the east side of the parcel. Two existing buildings on site would be used for Fire Department storage and training.



Site constraints

- There are no known wetlands or topography issues on the parcel. Stormwater management can be accommodated in a variety of locations.
- This study assumes a significant right-of-way dedication just to make sure that future operations are not impacted. It is unclear at this time what the future roadway profile will look like.
- This study assumes that the airport access drive will become a relatively significant street serving a new industrial subdivision. It will be important to provide Opticom control of the stoplight.
- The main apparatus response apron is set ~100' from the future intersection of County Road 40 and the airport access drive. The parking entrance is set more than 100' from the apparatus apron.

- County Road 40 is currently quite narrow at ~ 20' wide. In order to turn onto a road with narrow lanes, wider curb radii are required.
- Utilities are readily available on-site. Municipal water, sanitary sewer, natural gas, and 3-phase power can be found on adjacent right-of-way.
- Utility poles on the south side of County Road 40 will likely need to be relocated. There are three pole-mounted transformers that this affects.

Site Design Priorities

- Align apparatus bays for primary response onto County Road 40 instead of responding onto the access drive.
- Provide dedicated return drive instead of returning through parking lot.
- Provide drive-through capability for apparatus bays, and provide ample turning space at rear of station, constructed of concrete.
- Provide ample turning space at front apron to allow response onto the narrow County Road 40 without swinging into oncoming traffic.
- Provide clear wayfinding for public to reduce the risk of parking in front of apparatus doors, including signage, landscape elements, and building elements.
- Provide fencing around mechanical/ electrical equipment to shield from public view.
- Provide secure space for yardwork equipment storage.
- Set building floor elevation above flood plain level and collect stormwater away from building using Best Management Practices to limit flooding risk.
- Provide on-site generator for emergency backup and prepare for photovoltaic panels.
- Provide dining patio for firefighters.
- Provide space for exterior fitness regimens.

Proposed Site Approach

Parking and Wayfinding. The proposed approach has parking for 34 cars to support the community room. There are three stalls close to the front door for ease of public access, but the entire lot is open to the public. Firefighters will likely park close to the entry into the bunk corridor. Parking is kept separate from the apparatus response and return paths, but is connected as a resiliency measure. Wayfinding is provided through proximity of the parking lot to the front apparatus doors, flagpole and monument sign, and through the architecture.

Apparatus Movement. The front apparatus apron is 60' from the anticipated future property line, which is enough to park vehicles without encroaching on a sidewalk/ bike trail and enough to accommodate future grade changes that may be engineered into the street. Apparatus return occurs off the gravel access drive, which is anticipated to be improved. The rear apparatus apron is 100' deep to accommodate vehicles with very large turning radii.

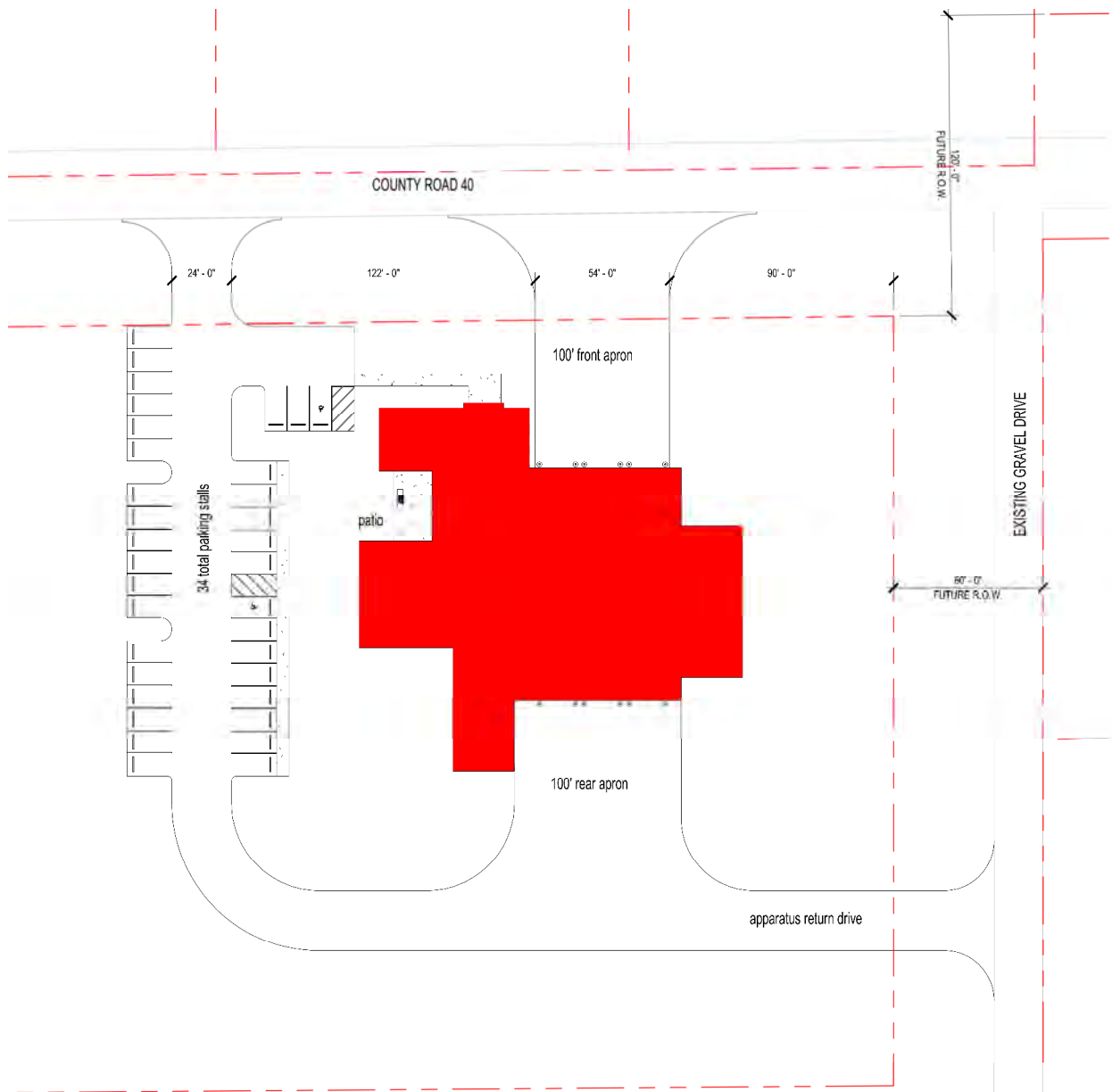
Patio. A patio for grilling and al fresco dining will be provided adjacent to the dayroom/kitchen area. This occurs on the west side of the building, so shading opportunities will be investigated. A screen wall between the patio and the parking stalls will provide some privacy.

Outdoor Fitness. The fitness room is located adjacent to the rear apparatus apron so workouts can easily spill onto the large open space. Equipment can be left out and not hamper emergency response, although it will need to be cleaned up when the apparatus returns.

Generator Equipment Yard. The transformer and generator are planned to be adjacent to the building with easy access to the electrical room, likely southwest of the building.

Trash Enclosure. The trash and recycling enclosure will be located to allow collection without disturbing emergency response.

Yardwork. Lawn maintenance equipment will be stored in the existing barn.



Building Planning

Response Time Optimization Strategies

- Provide multiple entry points into Apparatus Bays that align with gaps between apparatus or between apparatus and apparatus doors.
- Limit required turns for response into bays by aligning corridors with bay entry points and reduce choke points.
- Arrange doors to swing in the direction of response.
- Place high-occupancy space (dayroom/dining/kitchen) as close to front bay entry as possible.

Decontamination Strategies

- Segregation of contaminated spaces (hot zones) with air barrier, negative pressurization.
- Transition spaces with walk off mats, hand sinks, signage.
- Decontamination room with two-basin scullery sink, laundry, mop sink, shower, toilet
- Transition space contain access to mezzanine, restroom, ems storage, ice maker.
- 1:3 shower room to staff ratio.
- "Clean" laundry and mops separate from decontamination laundry and mops.

Healthy Sleep Support Strategies

- Provide individual bunk rooms acoustically separated from each other and corridors.
- Provide separate mattresses for each firefighter.
- Provide ceiling fans in bunk rooms for thermal comfort.
- Provide natural light throughout station for synchronization of circadian clock
- Provide black-out shades in bunk rooms.
- Provide fitness space.
- Restrict blue-light in bunk spaces.

Infection Control Strategies

- Provide individual bunk rooms.
- Hard surface flooring (concrete, vinyl tile, rubber athletic flooring, ceramic tile).
- Hand sinks at vestibules from apparatus bays.
- 1:3 shower room to staff ratio.
- Washer/dryer for station wear and sheets.
- Large lockers for sufficient station wear and sheets.

Proposed Building Approach

The Conceptual Design features three double-deep drive-through apparatus bays with four-fold doors at the response side and sectional overhead doors at the return side. East of the bays on the return side is a Decontamination and turnout laundry area that can be accessed from the outside so contaminated equipment and gear can be brought inside without moving through any other rooms. This space is planned to serve as the Tornado Shelter, so it also includes an accessible restroom with shower and will have a 12" thick concrete lid. The Turnout Gear Storage space is directly adjacent to gear laundry, and SCBA, storage, and Shop spaces round

out the apparatus support area. A mezzanine over these spaces is currently planned, but could be removed if necessary for cost reasons. While programmed for two, the design ended up with three vestibules between clean and contaminated zones, with the EMS Supply closet opening off the middle vestibule.

West of the bays is the Office/ Living side of the facility. At the north end, closest to the road and parking, is a secure vestibule that allows a member of the public to be inside the building without giving them access to the entire station. From this room, citizens can access a restroom, and depending on access control settings they can also access the 30-person Community Room/ Training Room (which can also serve as an EOC). Access into this space is provided directly from the secure zone as well, protected with access control. Near the Training Room are a single-user office for the Station Officer and a shared office for firefighters to use while training or filing reports. This Report Room could have a window in the Secure Vestibule for visual control if desired.

Separated from the offices by a door that would normally stay open but could be closed for acoustic purposes is the main gathering space in the station. The dayroom is immediately adjacent to the front access into the apparatus bays. The dayroom is partially separated from the dining/kitchen space with a pair of barn doors designed to provide acoustic control when necessary. The kitchen features three refrigerators, a large range, convenient coffee maker, dishwasher, and microwave. There are three pantries and a small closet for trash/ recycling. These communal spaces overlook and open onto a firefighter patio. This faces west and will need solar control from trees or overhangs.

Bunk rooms are arranged off a corridor that aligns directly with another apparatus bay entry point. Each bunk room has three mattresses and three closets, except that one room has a fourth to accommodate extra staff. Each room also has an exterior window. Plumbing for two single-user shower rooms is back-to-back with the kitchen sink.

The Physical Conditioning Room is at the far south end of the building and features an operable glass wall to give access to the rear apparatus apron. This location also separates the room acoustically from the remainder of the building.

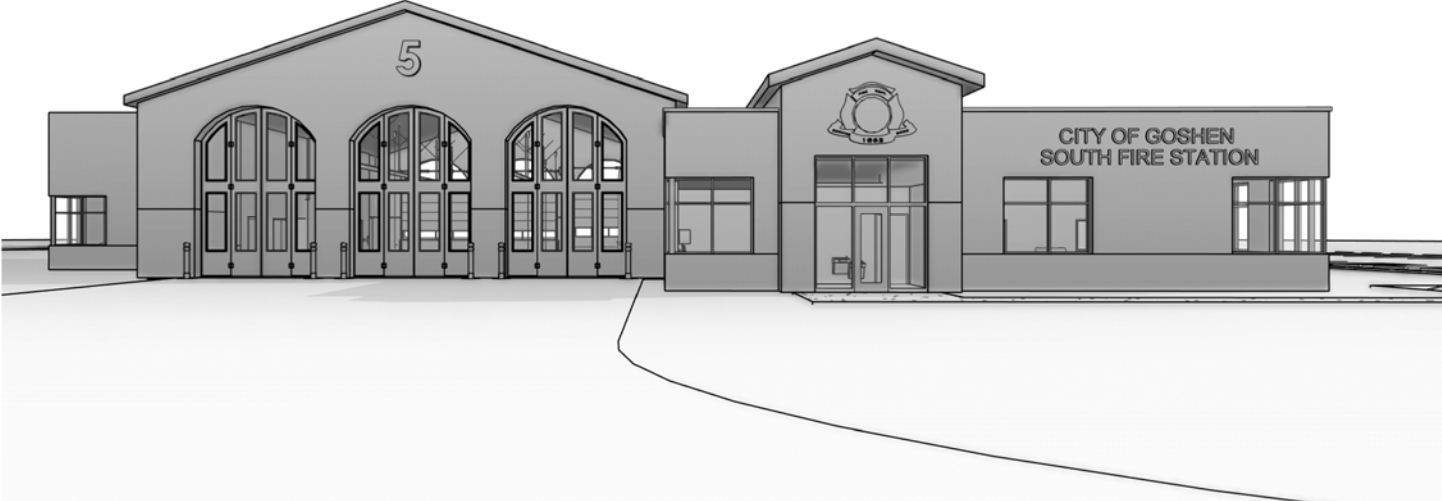


Exterior Design Concepts

BKV Group met with the City's planning team and showed images of fire stations from around the country to determine what exterior styles resonated with the team and which were viewed as inappropriate for the site. The following images contained elements that were desirable. In general, the station should reflect the more industrial setting, instead of being traditional or all brick. Red apparatus doors with arched tops were desired. The building should have a pitched roof (perhaps not the entire roof), whether that is a mono-slope or a gable roof. Some sort of tower element or raised roof section at the entry is preferred.



From these, multiple design concepts were generated and narrowed down to one preferred option. The final design concept features gable roofs above the apparatus bays and above a projecting main entrance element. Less prominent sections of the building have low-slope roofing and parapets. Windows are large and frequently wrap building corners to provide excellent visibility to the exterior. The lower portion of the exterior walls is likely masonry and the upper portion is likely a prefinished metal panel. Final selection of exterior materials and colors is beyond the scope of this study, but low-maintenance and highly-durable materials should be anticipated.



Further detail on the plans and elevations can be found in the Appendix.

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Mechanical and Electrical Systems

A workshop to discuss possible mechanical and electrical systems was held.

Two main options for mechanical systems include a Variable Air Volume (VAV) system or a Variable Refrigerant Flow (VRF) system. VAV is a common forced air system with gas or electric heat options. Air is filtered and initially conditioned at the air handler, then supplemental heat is provided at VAV boxes through the facility, with one VAV box serving each zone. There are many efficiency tiers to choose from to balance first cost with ongoing costs. The main air handler can be rooftop mounted or in a mechanical room, although it is anticipated to be roof mounted in this instance. Energy recovery is a common option, which takes exhaust air and retains some of the temperature by running it past incoming outside air before it is heated or cooled. VRF is a heat pump technology (electric only) with a network of refrigerant piping throughout the building serving many indoor units (could be concealed, ceiling mounted, or wall mounted). A single outdoor unit serves all indoor units at once, and the system is adept at moving heat from one portion of the building to another with very little energy. A separate Dedicated outside air system provides a minimum amount of fresh air to each space, so the VRF is only filtering and conditioning "return" air. The system is extremely energy efficient but slightly less resilient because a refrigerant leak eliminates all cooling capability. A Geothermal system could supplement either the VAV or VRF systems, or with heat pumps could function similarly to the VAV system. Geothermal can also serve domestic hot water systems. Solar energy can power portions or all of these systems, and can be a stand alone domestic hot water solution as well.

The two major options for Apparatus Bay heating are in-slab radiant heat or overhead radiant tubes. Both systems heat solid objects and not the air, so are very efficient at providing comfort in a massive space where the air can cool very rapidly when the apparatus doors open. In-slab heat operates with boilers or geothermal heat pumps to circulate fluid through the large thermal mass of the floor slab, which is already necessary to support the weight of the Apparatus. It operates at a relatively low temperature and makes people and equipment within 6' of the slab feel warm. The radiant tube system burns natural gas and runs the exhaust down long steel tubes, which get extremely hot and radiate that heat to people and objects in the bays. They are mounted between each apparatus and along the walls at approximately 12' above the floor. Anything mounted too close can melt or catch fire. Either system would be supplemented with a high-volume, low-speed fans (HVLS) to help dry the floor of the apparatus bay when it is wet from snowmelt or washing the vehicles.

The apparatus bays would be continuously exhausted, in compliance with building code, by a dedicated system that pulls air from the floor level (typically at the corners of the bays) and at high levels so that it can capture diesel exhaust components that are heavier and lighter than air. This keeps the contaminated portions of the building at a negative pressure compared to the clean portions. This system would ramp up to a purge mode when it detects carbon monoxide or nitrogen dioxide (major components of exhaust) or when manually requested. This system will be supplemented by a Plymovent direct capture system that magnetically attaches to the vehicle tailpipes and follows the apparatus from their entry to the building when they return from a call until they exit the building during response.

City water is available at the site. The water heaters may be instantaneous or storage type. Toilets are recommended to be tank-type due to water pressure. A water softener will likely be necessary.

The apparatus bays will have wide trench drains and a flammable waste interceptor. Water and compressed air will be piped throughout the bays.

The building would be fully sprinklered.

The fire station is expected to need a 600 amp 3-phase service, which would be fully backed-up by a 175-kW diesel generator. The first 100 amps off the generator would be run through a separate transfer switch and used to power life-safety systems. Distribution panels would be provided on both sides of the apparatus bays to make future modifications to the building as simple as possible. Photovoltaic panels could easily be integrated, and provision for these would be designed into the electrical room whether they would be installed immediately or in the future.

Incoming communications is anticipated to include City fiber, cable TV, and radio antenna. All would terminate in a Communications Room. Cat6 cabling would be provided throughout the building to support telephones, computers, televisions, wifi access, security cameras, and access control systems. A fire station alerting system and a fire alarm system would be installed.

Conceptual Total Project Costs

To help the City plan the next phases of the project, BKV Group has outlined conceptual budgets for the project. The below estimates represent BKV Group's judgment as a design professional and are intended to allow for order-of-magnitude planning of capital expenditures.

BKV Group's database of construction cost information, plus information about recent fire station construction projects in northeast Indiana, show that a fire station would likely cost +/- \$375 per square foot if being bid in December 2021. Actual costs should be expected to vary from these numbers based upon the level of quality; the availability of labor, materials, or equipment; the Contractor's methods of determining bid prices; and the competitive bidding, market, or negotiating conditions. **We stress that these are order-of-magnitude estimates based on current costs and should not be interpreted as firm recommendations for final budget goals in the future.**

A Note on Construction Escalation:

Construction costs increase significantly over time and are especially sensitive to changes in the economy. Prior to the pandemic, construction escalation was being estimated as high as 6% per year, compounded. Early in the pandemic, BKV Group projects were bidding as much as 25% below the cost estimate as contractors competed for fewer projects, but costs quickly recovered. We are currently seeing prices 20% higher than this time last year. Project costs should be confirmed at the time of planned implementation once other critical information has become available, including the amount of escalation that occurs between now and project initiation. If funds are being raised through bonds that are subject to a referendum, we strongly recommend planning for the worst-case scenario and including a healthy owner's contingency.

	Low Range	High Range
Construction Costs as of Dec. 2021 (13,695 sf)	\$ 4,998,675	\$ 5,272,575
Construction Contingency	\$ 699,815	\$ 738,161
Sub-total Construction Budget	\$ 5,698,490	\$ 6,010,736
Professional Services	\$ 760,244	\$ 799,274
Special Fees & Services	\$ 0	\$ 0
Surveys	\$ 5,000	\$ 7,000
Financing Costs	\$ 68,382	\$ 72,129
Insurance Costs	\$ 56,985	\$ 60,107
In-house Resources	\$ 0	\$ 0
Land Acquisition	\$ 0	\$ 0
Fixtures, Furnishings, and Equipment	\$ 300,334	\$ 300,334
Sub-total Soft Costs	\$ 1,190,945	\$ 1,238,844
TOTAL ESTIMATED PROJECT COSTS	\$ 6,889,435	\$ 7,249,580

There are several cost-saving options that the City and Fire Department can consider. Each affects the long-term functionality of the facility, but a balance between first-costs and long-term costs is frequently necessary to consider. The options presented below would have an impact on certain of the Soft Costs as well, but those impacts have not been factored into the estimates below.

Removing mezzanine training/ storage space could save ~ \$250,000.

Removing an apparatus bay could save ~ \$600,000.

Removing the community room/ emergency operations center could save ~ \$300,000.

Removing the public restroom and shrinking the vestibule could save ~ \$96,000.

Removing both offices could save ~ \$113,000.

As the facility is designed, there will be many opportunities to further tailor the costs to the funds available.

Recommendations and Next Steps

BKV Group's professional recommendation is to construct a fourth fire station (Station #5) on City-owned land along County Road 40. The Station is recommended to be ~13,695 sf, have three apparatus bays, support six staff, and include a large Training/ Community Room.

This report provides the data necessary to make informed decisions about a new Fire Station for the City of Goshen but is only the first step of a longer process. We recommend taking the following next steps:

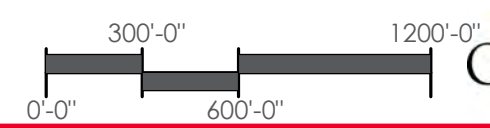
- Establish a project schedule that balances funding availability and the compounding expense of construction escalation. Design of a building of this size will likely take 6-8 months. Bidding will likely take 2 months. Construction will likely take 11-13 months.
- Identify a funding stream that covers the entire Estimated Project Cost (including escalation), whether that means paying in cash, issuing bonds, petitioning the State, or some combination. Not all monies need to be available immediately. It is likely that construction would not commence until Spring 2023, and expenses up to that point would be well under \$1M.
- Make this report available to your citizens so they can understand the due diligence undertaken before the City decided to move forward.
- Move forward with the design phases of the project as soon as the schedule and funding are set.

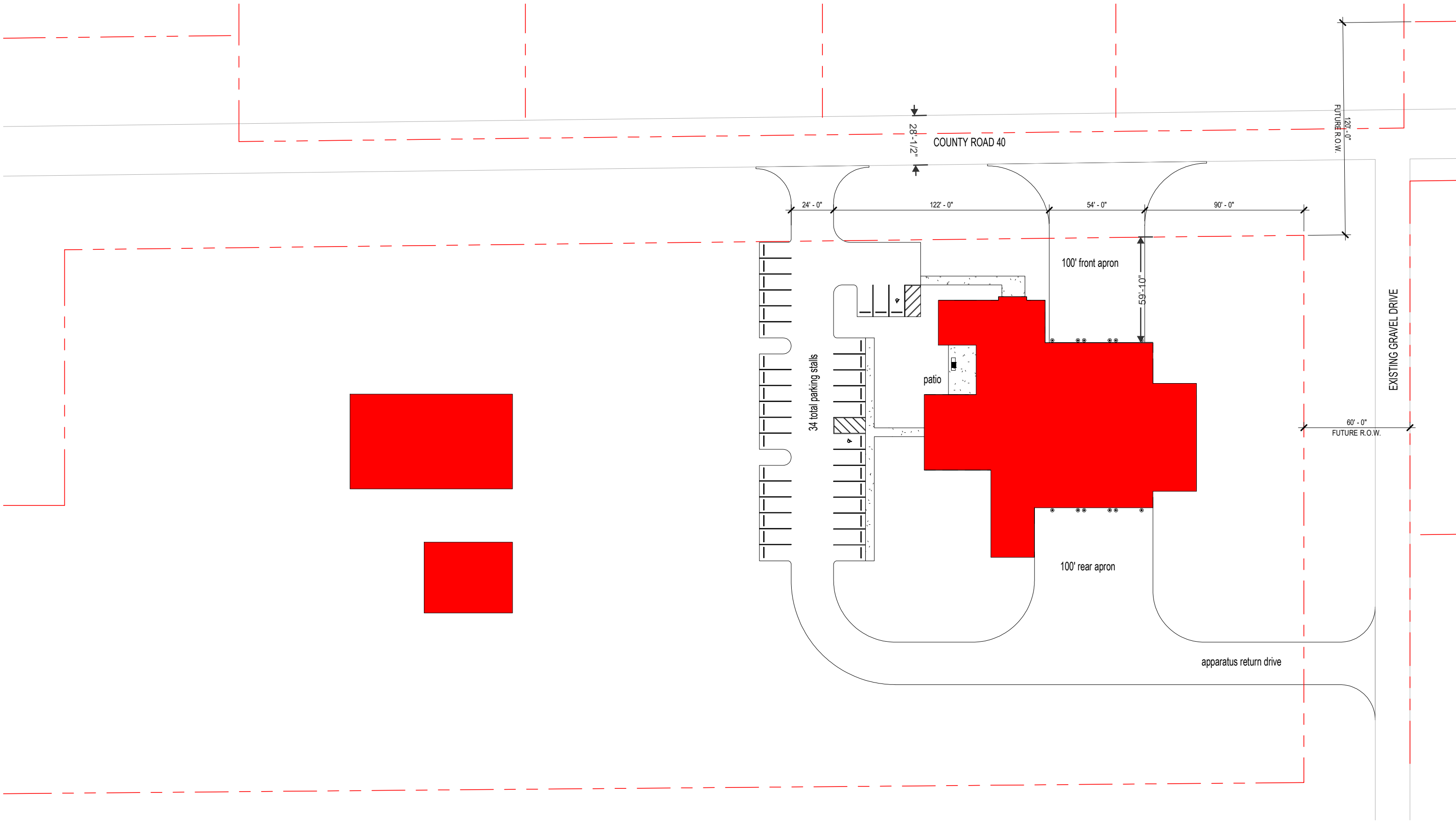
Appendix A: Conceptual Drawing Set



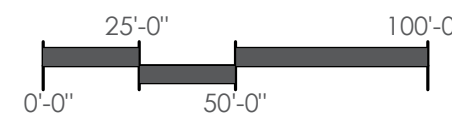
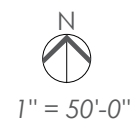
Neighborhood Plan

Goshen Fire Station Study | PROJ. #2419.01 | 12/13/2021



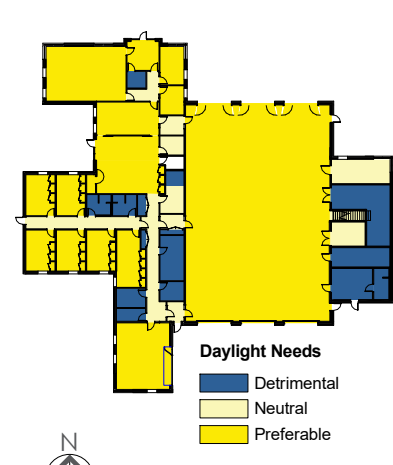
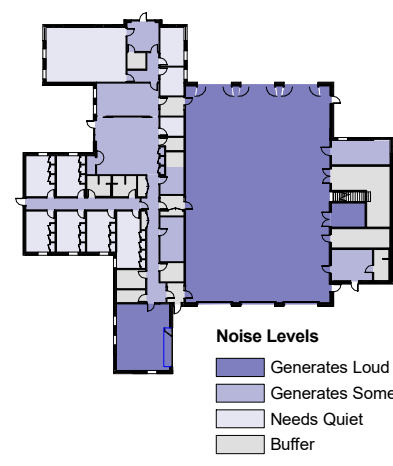
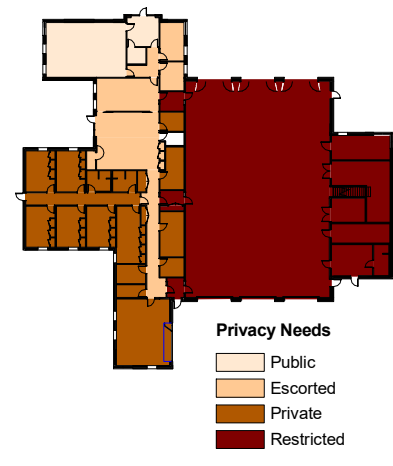
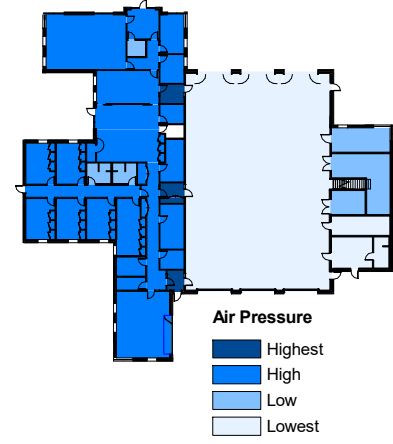


Site Plan





Floor Plan

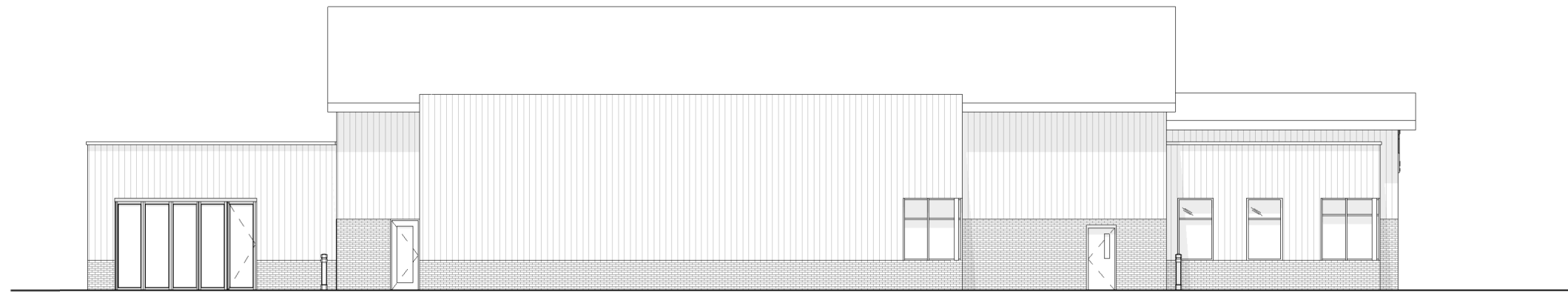


Name	Room Area	Program Area	Deviation
SECURE VESTIBULE	159 SF	120 SF	39 SF
PUBLIC RESTROOM	54 SF	60 SF	-6 SF
CONFERENCE / TRAINING	756 SF	750 SF	6 SF
	969 SF	930 SF	39 SF
REPORT ROOM	161 SF	160 SF	1 SF
STATION OFFICER	121 SF	120 SF	1 SF
SINGLE-USER BUNK ROOM	205 SF	180 SF	25 SF
SINGLE-USER BUNK ROOM	206 SF	180 SF	26 SF
SINGLE-USER BUNK ROOM	206 SF	180 SF	26 SF
SINGLE-USER BUNK ROOM	206 SF	180 SF	26 SF
SINGLE-USER BUNK ROOM	206 SF	180 SF	26 SF
SINGLE-USER BUNK ROOM	268 SF	240 SF	28 SF
SINGLE USER SHOWER	87 SF	85 SF	2 SF
SINGLE USER SHOWER	89 SF	85 SF	4 SF
CLOSET	15 SF	9 SF	6 SF
STORAGE	30 SF	0 SF	30 SF
STORAGE	46 SF	100 SF	-54 SF
QUIET ROOM	80 SF	81 SF	-1 SF
LAUNDRY/ JANITOR	108 SF	100 SF	8 SF
DAYROOM	355 SF	320 SF	35 SF
DINING	269 SF	200 SF	69 SF
KITCHEN	415 SF	280 SF	135 SF
PHYSICAL CONDITIONING ROOM	611 SF	600 SF	11 SF
	3683 SF	3280 SF	403 SF
APPARATUS BAY	5400 SF	4860 SF	540 SF
DECONTAMINATION VESTIBULE	57 SF	64 SF	-7 SF
DECONTAMINATION VESTIBULE	80 SF	64 SF	16 SF
DECONTAMINATION VESTIBULE	60 SF	0 SF	60 SF
PPE STORAGE	196 SF	160 SF	36 SF
DECONTAMINATION	222 SF	220 SF	2 SF
BAY RESTROOM	81 SF	85 SF	-4 SF
SCBA ROOM	141 SF	140 SF	1 SF
SHOP/ STORAGE	245 SF	200 SF	45 SF
EMS SUPPLY	20 SF	20 SF	0 SF
GENERAL STORAGE	392 SF	400 SF	-8 SF
	6894 SF	6213 SF	681 SF
MECHANICAL	187 SF	200 SF	-13 SF
ELECTRICAL	96 SF	100 SF	-4 SF
COMM.	80 SF	80 SF	0 SF
SPRINKLER	64 SF	40 SF	24 SF
	428 SF	420 SF	8 SF
CORRIDOR	304 SF	1084 SF	-780 SF
CORRIDOR	237 SF	0 SF	237 SF
CORRIDOR	102 SF	0 SF	102 SF
STAIR	59 SF	0 SF	59 SF
	703 SF	1084 SF	-381 SF
	12676 SF	11927 SF	749 SF



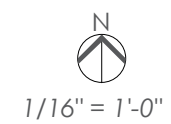


① OPTION 1 - NORTH ELEVATION
1/16" = 1'-0"



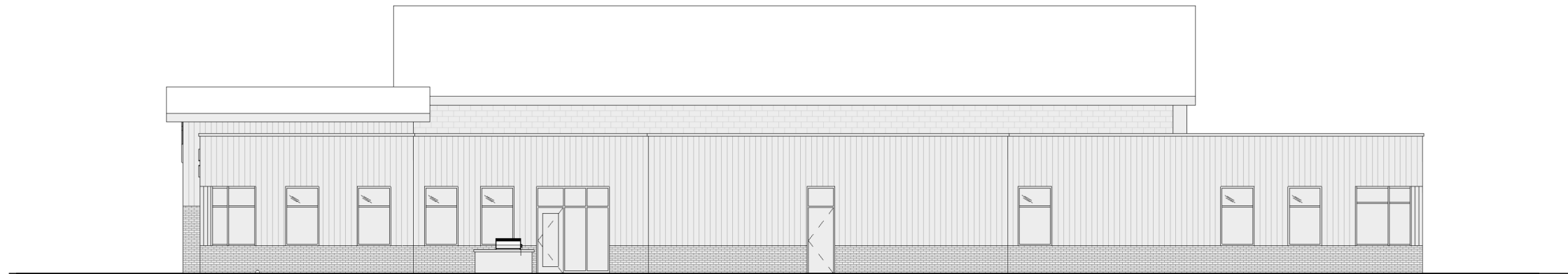
② OPTION 1 - EAST ELEVATION
1/16" = 1'-0"

Option 1 - Building Elevations



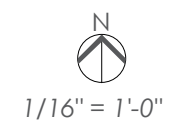


① OPTION 1 - SOUTH ELEVATION
1/16" = 1'-0"



② OPTION 1 - WEST ELEVATION
1/16" = 1'-0"

Option 1 - Building Elevations





NORTHEAST PERSPECTIVE



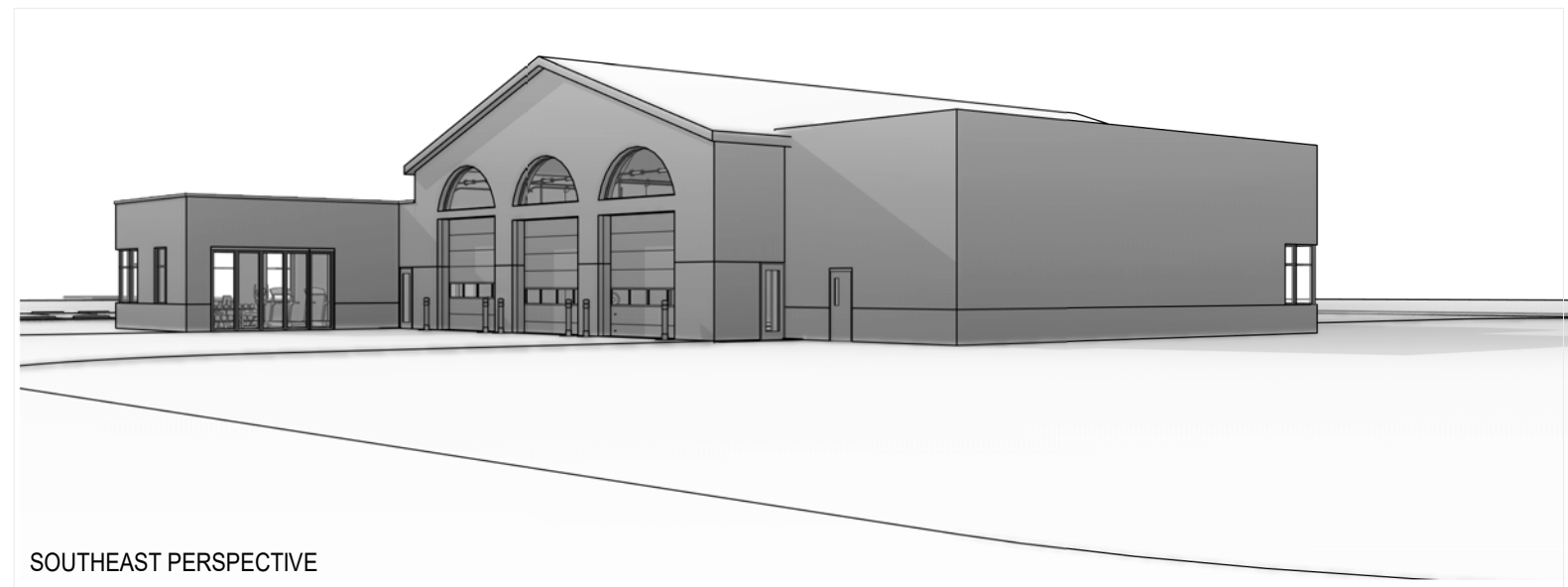
NORTH PERSPECTIVE



NORTHWEST PERSPECTIVE



SOUTHWEST PERSPECTIVE



SOUTHEAST PERSPECTIVE

Option 1 - Perspectives



Appendix B: Program for Headquarters Station

Before the solution of a fourth fire station was selected, BKV Group had already worked through an alternate concept of a Headquarters Fire Station #3 with the City. The program for that is presented here for future reference.

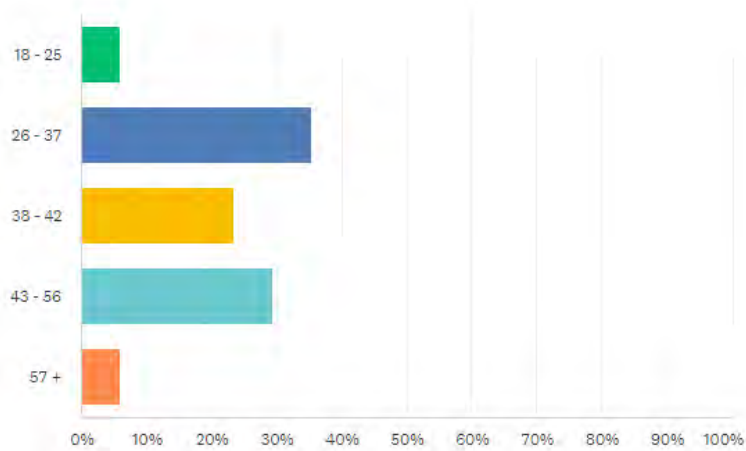
	#	unit area (sf)	net total (sf)	
Public/ Training Areas				
Secure Vestibule	1	240	240	display space, baby box, mail slot for payments
Public Restroom	2	160	320	2 fixtures, 1 lav in each
Janitor Closet	1	20	20	
Police Report Room	1	160	160	desk, small table
Training Room/ EOC	1	1,200	1,200	off corridor, divisible, some public access
Breakout Room	2	150	300	
Kitchenette	1	10	10	coffee maker, mw, and sink in corner of room
EMS Training Storage	1	100	100	
EOC Storage	1	100	100	
Table Storage	1	100	100	
A/V Equip. Closet	1	10	10	in corner of training room or storage room
	<i>subtotal</i>		2,560	
Admin Areas				
Chief Office	1	240	240	desk, credenza, small meeting table, closet
Admin Office	1	160	160	seats 2, window/ counter to secure vestibule
Office	11	100	1,100	ass't chiefs, inspectors, EMS admin staff, future
Kitchenette	1	30	30	
Unisex Restroom	1	60	60	
Copy Room	1	100	100	
Conference Room	1	250	250	sized for 12 (12" deep cabinets and counter)
Quartermaster Storage	1	100	100	might not be in admin suite
General Storage	2	100	200	file room, supply room
	<i>subtotal</i>		2,240	
Firefighter Areas				
Report Room	1	160	160	with printer, base radio, seats two
Station Officer	1	120	120	one desk, three filing cabinets
BC Bunk			0	BC will stay at Central Station
Single User Bunk Room	8	180	1,440	12'x15' 3 beds (one room with 4), nightstand, closets
Extra Bunk	1	60	60	
Single User Shower Rooms	3	85	255	toilet, lav, shower
Uniform Closet	30	0.5	15	2' deep closet for Class A uniforms, two rods
Quiet Room	1	81	81	dual purpose study and mother's room
Janitor/Laundry	1	160	160	
Dayroom	1	380	380	seats 6, power to each seat
Dining Area	1	240	240	seats 8
Pantries	4			3 pantries, one trash closet
Kitchen	1	280	280	commercial range, 2 mw, 3 fridge, stools at island
Physical Conditioning Room	1	600	600	
	<i>subtotal</i>		3,791	

	#	unit area (sf)	net total (sf)	
Apparatus Bays and Support Areas				
Apparatus Bays (dbl deep)	4	1,620	6,480	18' x 90', bifold doors, plymovent, air and power reels, radiant floor, HVLS fans
Decontamination Vestibule	2	64	128	hand sink, ice maker, floor mat, pressurized
PPE Storage	35	8	280	separate enclosed room with exhaust
Decontamination	1	220	220	extractor, williams dryers, door to exterior
App Bay Restroom	1	95	95	lav, toilet, shower, urinal
SCBA Room	1	140	140	compressors, workbench, parts cabinet
Shop/ Storage	1	200	200	
EMS Supply Closet	1	200	200	air conditioned
General Storage	1	400	400	
<i>subtotal</i>			8,143	
Building Support				
Mechanical	1	400	400	
Electrical	2	80	160	
Communications	1	160	160	
Sprinkler riser	1	40	40	
Stairs	2	160	320	may or may not be needed
Fire Pole	1	40	40	may or may not be needed
Elevator	2	60	120	may or may not be needed
Storage Basement			TBD	
Storage Mezzanine			TBD	
<i>subtotal</i>				
Exterior Areas				
Visitor/Admin Staff Parking	30			four covered stalls at Main station
Firefighter Parking	20			accommodate shift change, visiting command staff
Flagpoles	1			
Monument Sign	1			
Mailbox	1			
Staff Patio	1			outdoor table and grill
Fencing	tbd			
Trash/Recycling Enclosure	1			
Pad Mounted Transformer	tbd			
Generator Enclosure	1			
Stormwater Detention	1			
Total Programmed Area (sf)			16,734	
Circulation Factor (sf)		13%	2,175	assume two stories
Envelope Factor (sf)		12%	2,008	
Building Footprint (sf)			20,918	

Appendix C: Results of Firefighter Surveys

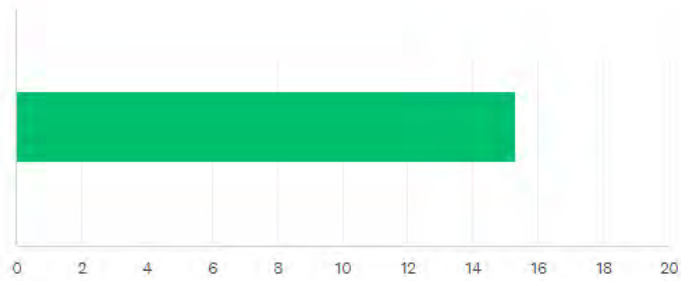
What is your age?

Answered: 17 Skipped: 0



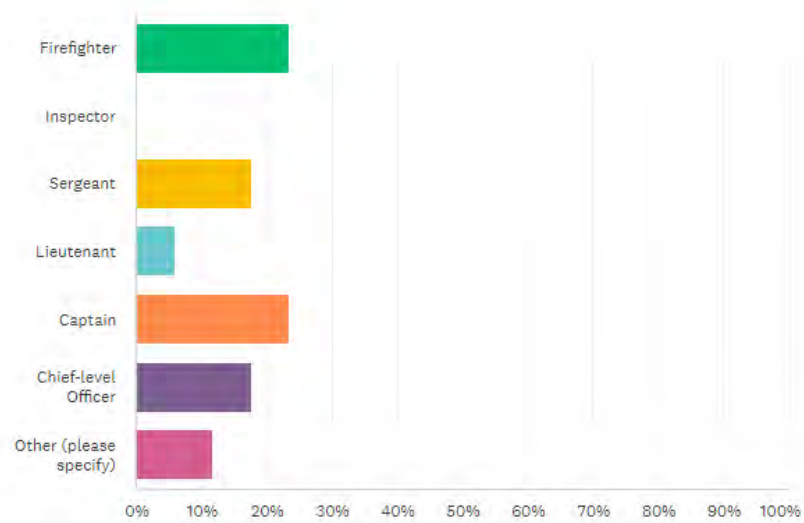
How many years have you been with the fire department?

Answered: 17 Skipped: 0



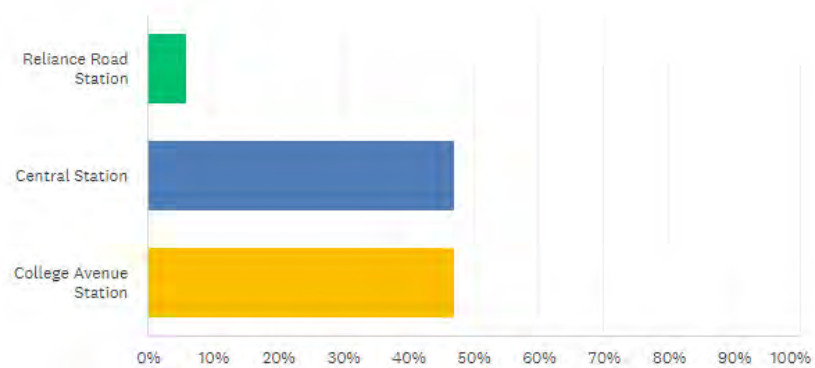
What is your current role/rank in the Fire Department?

Answered: 17 Skipped: 0



To which station are you currently assigned?

Answered: 17 Skipped: 0



Please list up to three aspects of your current station that you would like to see included in any new or replacement stations.

1. Proximity to Greencroft & Courtyard
2. Large open kitchen
3. Dining Room with seating for on duty crews
4. stresscore floors
5. Concrete floors
6. Size of workout area
7. Reception/Welcome area
8. Bunkrooms away from living room, kitchen, and workout area
9. Whole house fan
10. Bunk rooms same level as apparatus bay
11. Modern kitchen and commercial stove/oven/flattop
12. combined administration space
13. Kitchen
14. Single Story w/ basement
15. escalating tones
16. Two stories
17. Exercise equipment-weight room
18. Large Weight room, w/ open space
19. Commercial Kitchen
20. Isolated weight room
21. Hot water heat
22. Fire pole
23. Breakroom/Kitchen area for Administration
24. U shape turn for backing into station
25. Single story
26. Basketball hoop
27. isolated work stations/crew desk
28. room for growth for apparatus and staff
29. Work out room
30. Smaller Lot to maintain
31. individual bunk rooms
32. Easy access to street
33. Low maintenance flooring that is easy to clean
34. compact size
35. Primary entrance/exit into/from the kitchen
36. Better Handicap Entry
37. Homey not industrial looking (guys take better care when home looking)
38. Laundry in the basement
39. fire pole
40. placed in a area to serve the district with timely response.
41. Station above app bay
42. Location(close to majority of calls)
43. drive thru bays

Please list up to three aspects of your current station that you believe should be avoided in any new or replacement stations.

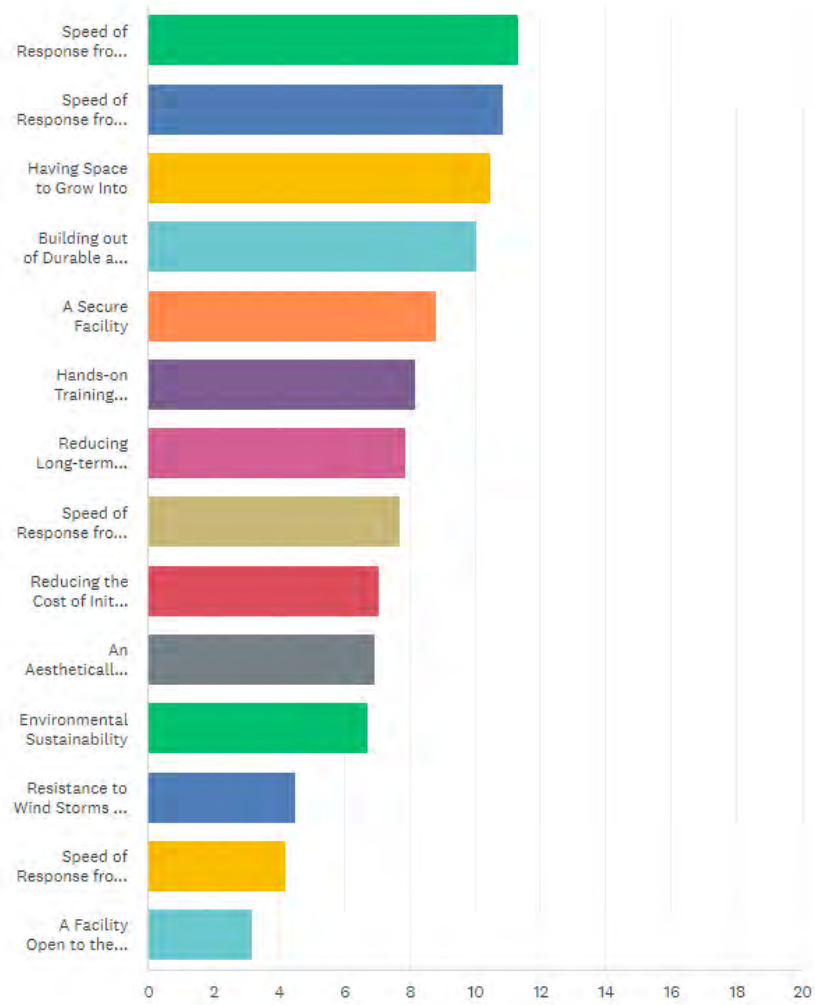
1. Only one bathroom
2. Avoid multiple members sharing the same bunk
3. Combined workout and training room
4. Open concept due to sound travel
5. Only one bathroom
6. Poor natural lighting
7. Administrative Personnel on different levels
8. Textured bay floor
9. Single bathroom
10. One bathroom / shower
11. Admin offices adjoining to living space
12. separation of quarters for bunk space for each person
13. Kitchen needs more room
14. Non-drive thru(Should be a drive thru)
15. Small office
16. inability to control heating and cooling in an office
17. Only one hot water heater
18. Multiple showers
19. Offices in living quarters
20. Radiator heat in living spaces
21. Large sleeping room
22. Handicap entrance only at back door
23. non-recessed lights (use can lights and dimmer switches)
24. Bunk room needs to be divided
25. Non partitioned bunk room
26. Shared bunks/beds between shifts
27. bathrooms that can accommodate male and female
28. Grill far from kitchen
29. One room bunkroom.
30. Only one shower and one bathroom
31. lack of storage
32. Avoid combining spaces for example our training room is used for meetings, shift trainings, and workouts
33. Study areas in hallways
34. lack of office space
35. Sleeping rooms away from TV room
36. Pole
37. Kitchen eves (take kitchen cabinets to ceiling)
38. No dish washer
39. Plymovent
40. separation of living area and offices
41. More room for bunks
42. Single bathroom
43. Open bunk room

If you have been in another Fire Station and seen something you believe should be included in any new or replacement stations, please list up to three.

1. Larger personal locker space
2. Drive through app bays
3. Quiet study area's
4. Seperate admin space from living quarters
5. Drive thru bays
6. Training area, underground confined space area, Rappelling platform
7. pull thru apparatus bays no backing into station
8. Industrial kitchen
9. Four fold side motion doors
10. drive through bays
11. work out area
12. Bigger bunk room with more room for closet
13. Bunkroom(s) at station 4
14. Individual rooms
15. Ability to control heating and cooling in individual offices/zones
16. Individual beds/resting areas
17. Fire PPE stored in a separate location
18. Training room
19. individual report rooms
20. Locker room in the main shower/bathroom
21. Extra apparatus bay room
22. Drive through bays
23. Individual bunk rooms
24. smart lighting throughout
25. more separation of living area
26. Fire poles
27. Bifold bay doors
28. Red lights for alarms at night
29. usable storage space
30. At least one bathroom per level of the building
31. Private sleeping area
32. kitchen and living area close to apparatus bays
33. Gear locker room in apparatus bay (PPE out of lights and away from grime)
34. Fire poles
35. lecture hall/ auditorium style training/teaching room
36. 1 level
37. Garage doors open horizontal vs vertical
38. Bunker gear in a separate room
39. walk in storage space

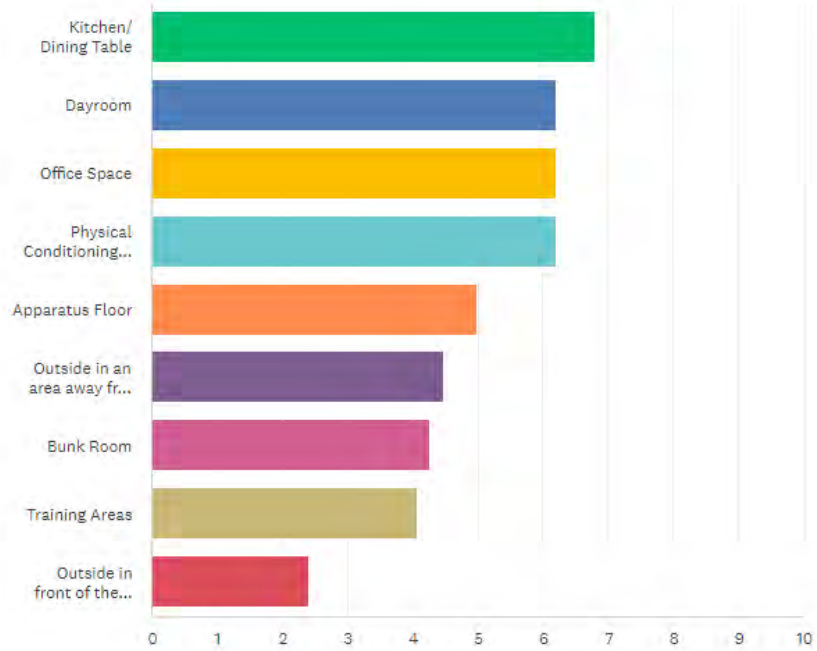
BKV Group prioritizes Health and Safety of the Firefighters above everything else in our Fire Station designs. But this still leaves many other priorities to be balanced during the design process. Please rank the following priorities from most to least important, in your opinion.

Answered: 17 Skipped: 0

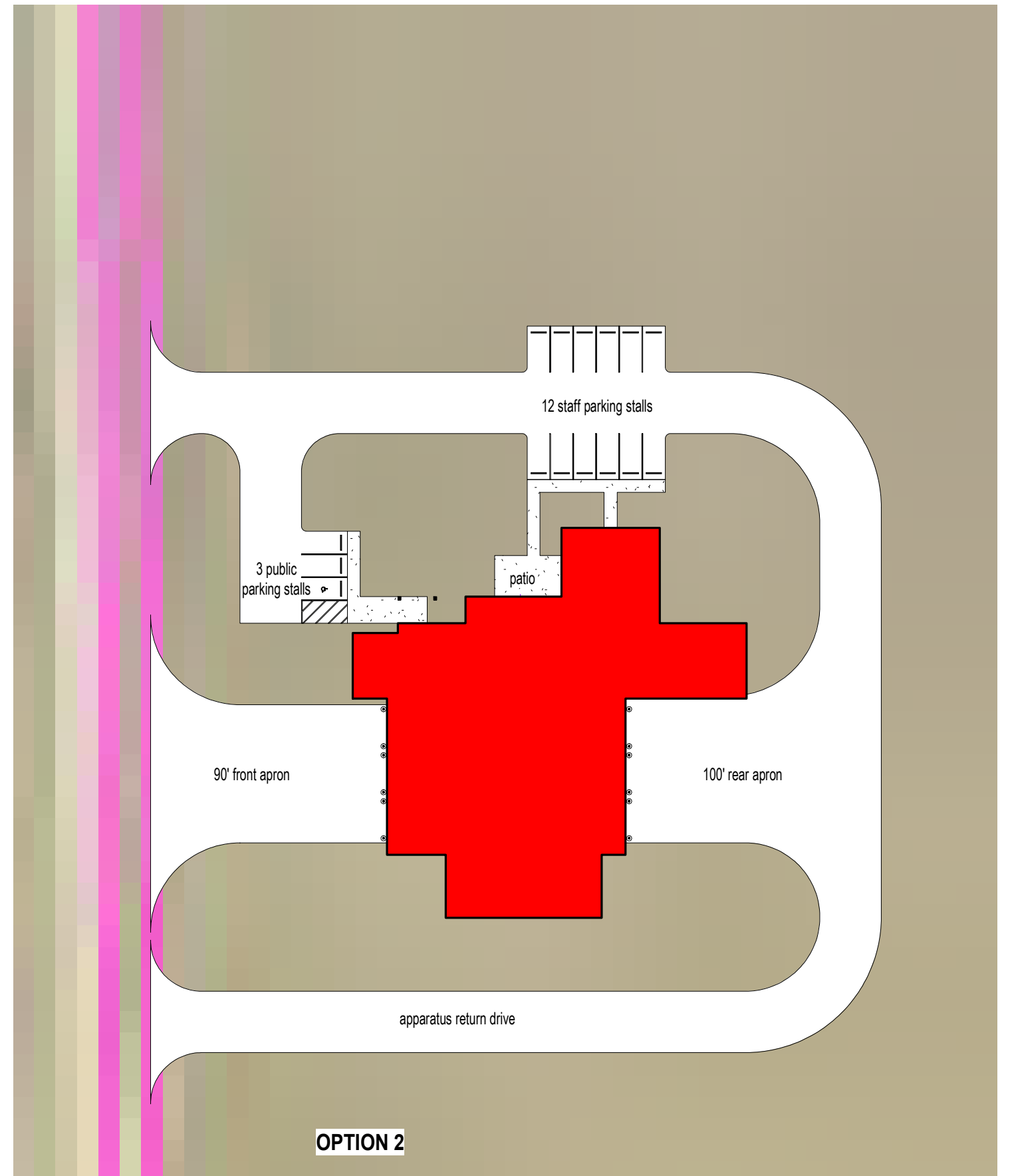
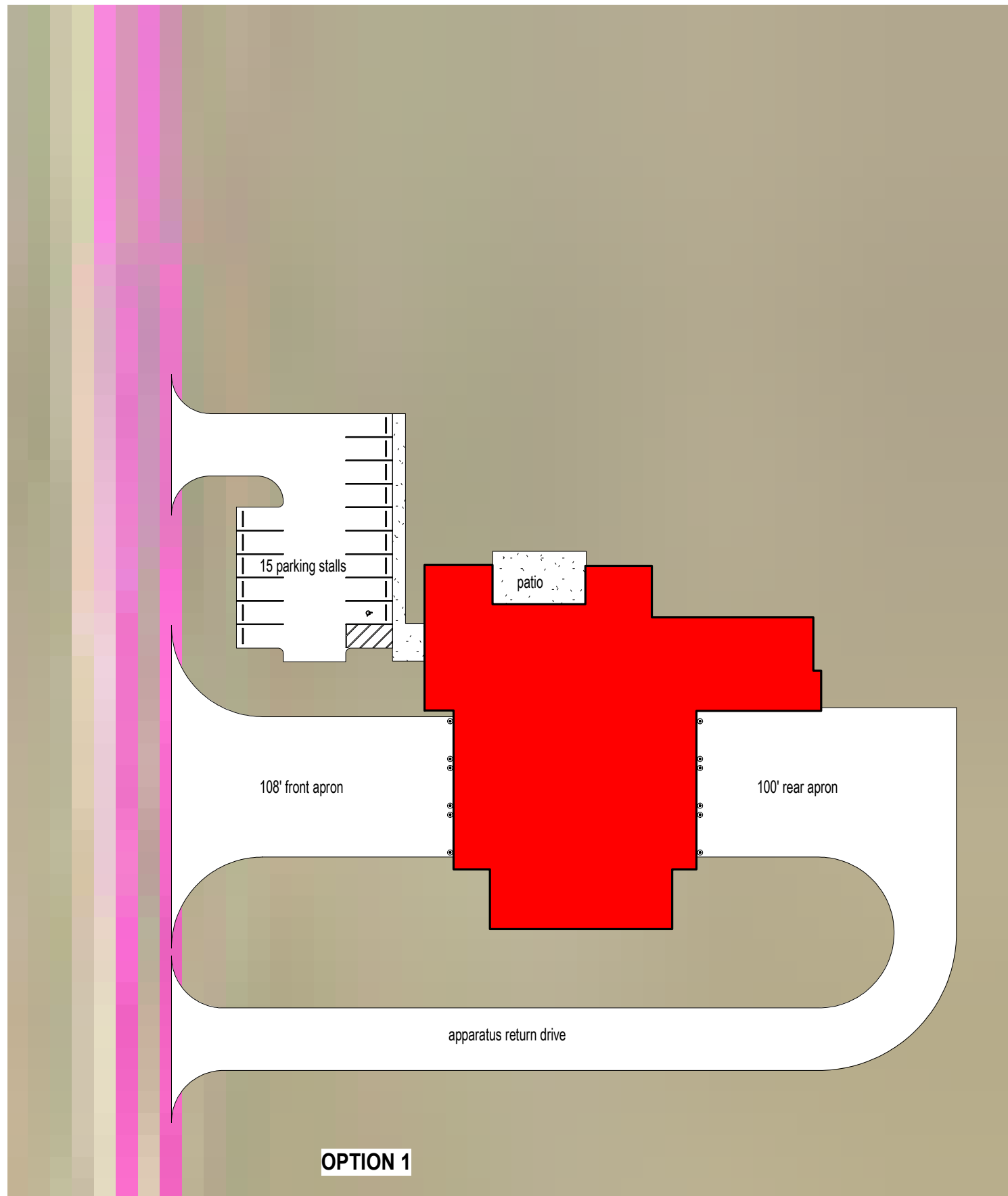


Imagine the Fire Station of your dreams. Please rank, in order of preference, which general area of that Station you'd prefer to spend time in.

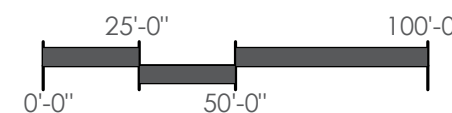
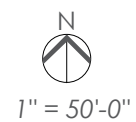
Answered: 16 Skipped: 1

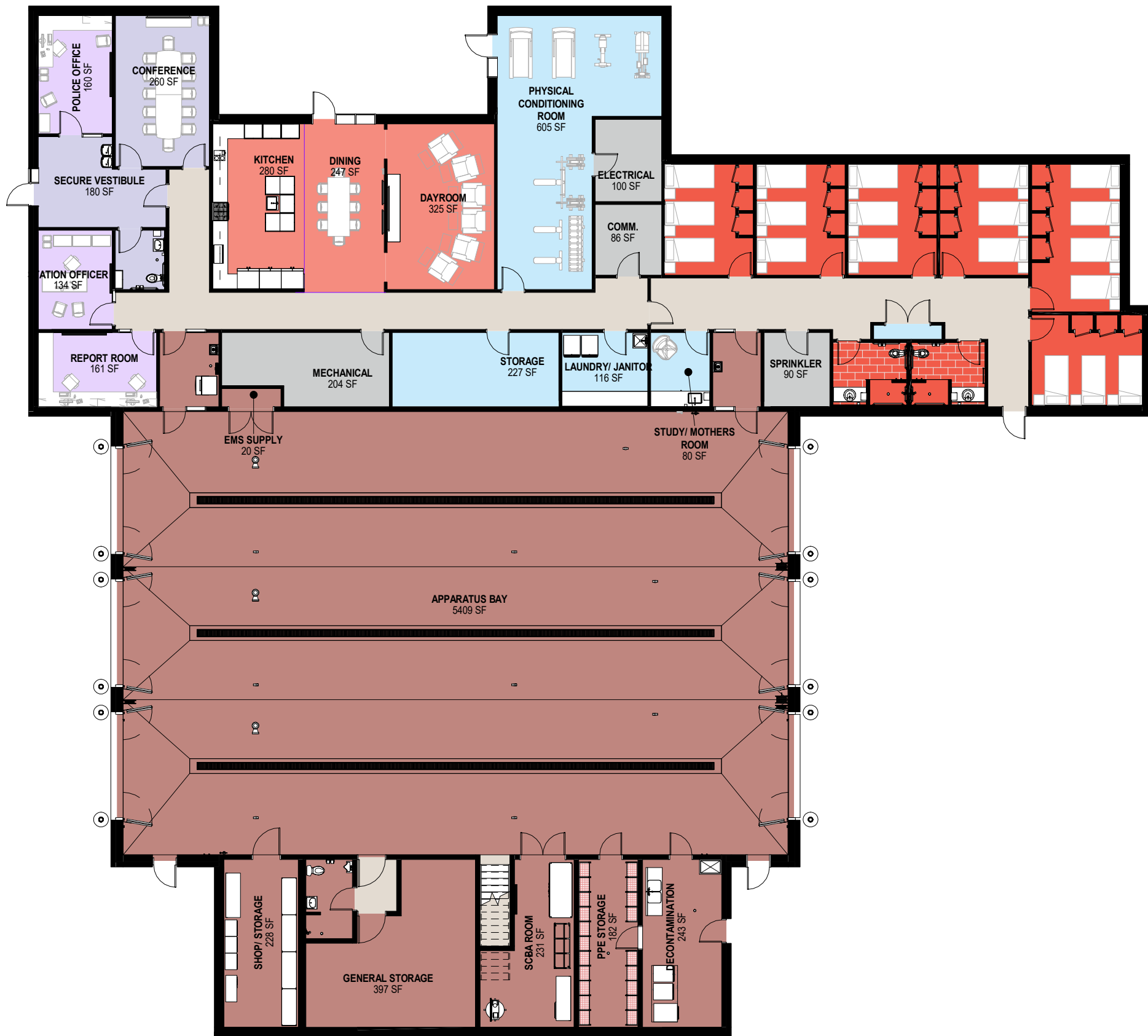


Appendix D: Initial Floor Plan Options



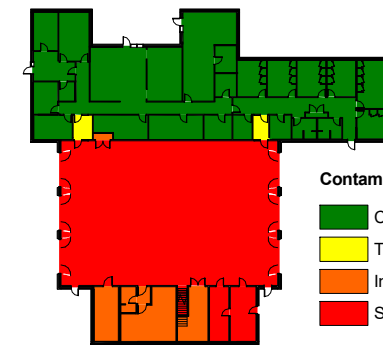
Site Plans



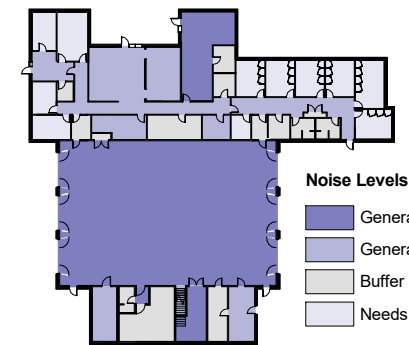


Name	Room Area		Deviation SF
	Actual	Program Area	
SECURE VESTIBULE	180 SF	120 SF	60 SF
PUBLIC RESTROOM	53 SF	60 SF	-7 SF
CONFERENCE	260 SF	240 SF	20 SF
POLICE OFFICE	160 SF	160 SF	0 SF
	654 SF	580 SF	74 SF
REPORT ROOM	161 SF	160 SF	1 SF
STATION OFFICER	134 SF	120 SF	14 SF
SINGLE-USER BUNK ROOM	180 SF	180 SF	0 SF
SINGLE-USER BUNK ROOM	180 SF	180 SF	0 SF
SINGLE-USER BUNK ROOM	180 SF	180 SF	0 SF
SINGLE-USER BUNK ROOM	180 SF	180 SF	0 SF
SINGLE-USER BUNK ROOM	183 SF	180 SF	3 SF
SINGLE-USER BUNK ROOM	240 SF	240 SF	0 SF
SINGLE USER SHOWER	85 SF	85 SF	0 SF
SINGLE USER SHOWER	85 SF	85 SF	0 SF
STORAGE	227 SF	100 SF	127 SF
STUDY/MOTHERS ROOM	80 SF	81 SF	-1 SF
LAUNDRY/JANITOR	116 SF	100 SF	16 SF
DAYROOM	325 SF	320 SF	5 SF
DINING	247 SF	200 SF	47 SF
KITCHEN	280 SF	280 SF	0 SF
PHYSICAL CONDITIONING ROOM	605 SF	600 SF	5 SF
CLOSET	17 SF	20 SF	-3 SF
	3508 SF	3291 SF	217 SF

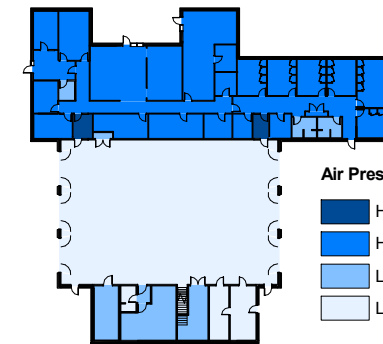
Name	Room Area		Deviation SF
	Actual	Program Area	
APPARATUS BAY	5409 SF	4860 SF	549 SF
DECONTAMINATION VESTIBULE	65 SF	64 SF	1 SF
DECONTAMINATION VESTIBULE	80 SF	64 SF	16 SF
PPE STORAGE	182 SF	160 SF	22 SF
DECONTAMINATION	243 SF	220 SF	23 SF
BAY RESTROOM	66 SF	85 SF	-19 SF
SCBA ROOM	231 SF	140 SF	91 SF
SHOP/STORAGE	228 SF	200 SF	28 SF
EMS SUPPLY	20 SF	20 SF	0 SF
GENERAL STORAGE	397 SF	400 SF	-3 SF
	6923 SF	6213 SF	710 SF
MECHANICAL	204 SF	200 SF	4 SF
COMM.	86 SF	80 SF	6 SF
SPRINKLER	90 SF	40 SF	50 SF
ELECTRICAL	100 SF	100 SF	0 SF
	480 SF	420 SF	60 SF
VESTIBULE	38 SF	0 SF	38 SF
STAIR	50 SF	0 SF	50 SF
CORRIDOR	466 SF	1049 SF	-583 SF
CORRIDOR	419 SF	0 SF	419 SF
	972 SF	1049 SF	-77 SF
	12536 SF	11553 SF	983 SF



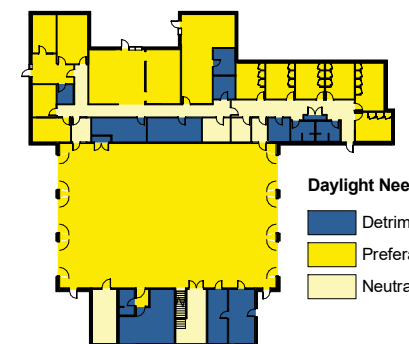
- Contamination**
- Green: Clean
 - Yellow: Transition
 - Orange: Indirect Contaminants
 - Red: Source of Contaminants



- Noise Levels**
- Purple: Generates Loud Noise
 - Light Purple: Generates Some Noise
 - Grey: Buffer
 - White: Needs Quiet



- Air Pressure**
- Dark Blue: Highest
 - Blue: High
 - Light Blue: Low
 - White: Lowest



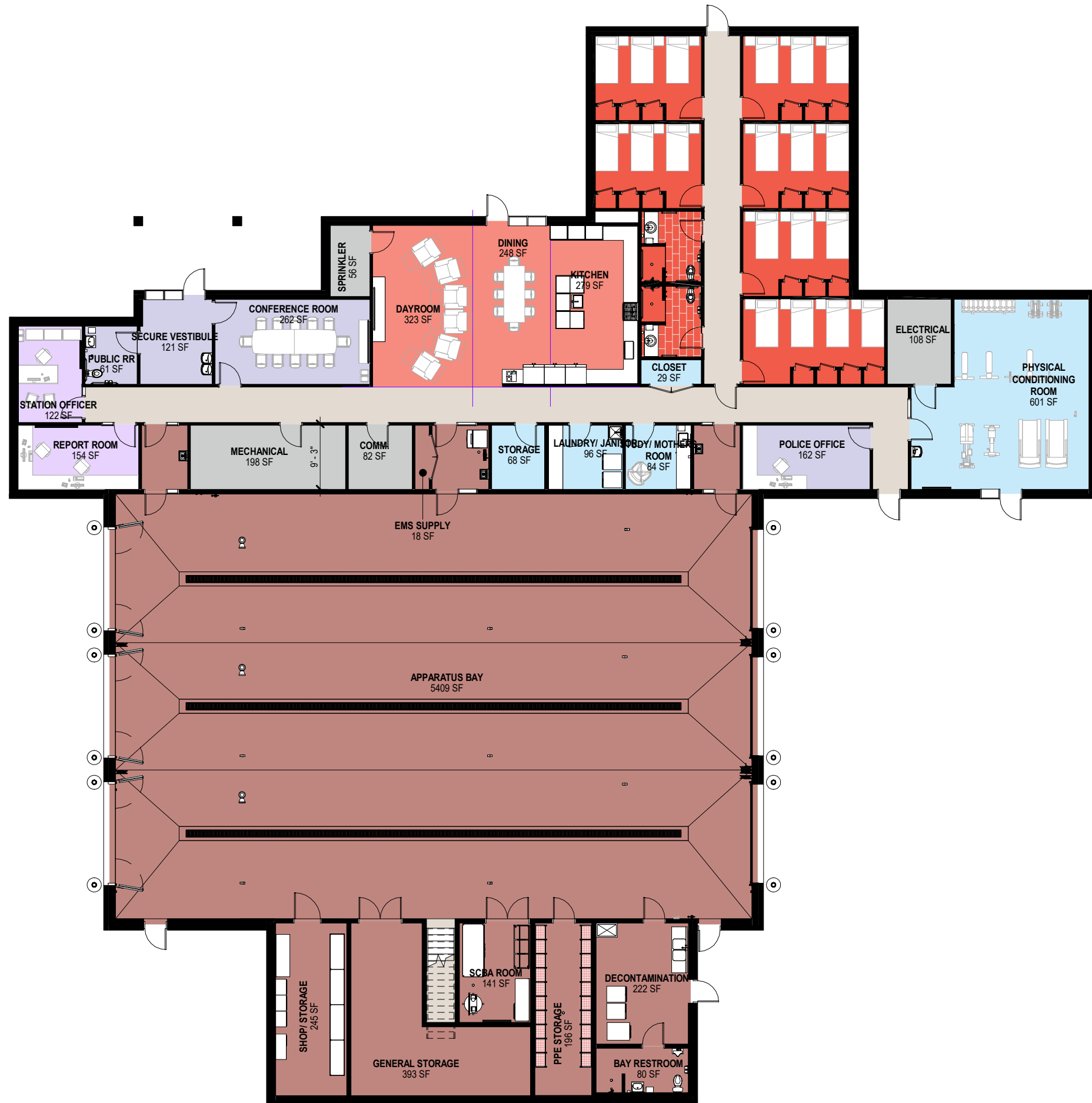
- Daylight Needs**
- Dark Blue: Detrimental
 - Yellow: Preferable
 - White: Neutral



- Response Priority**
- Green: High
 - Yellow: Low
 - Light Green: Moderate

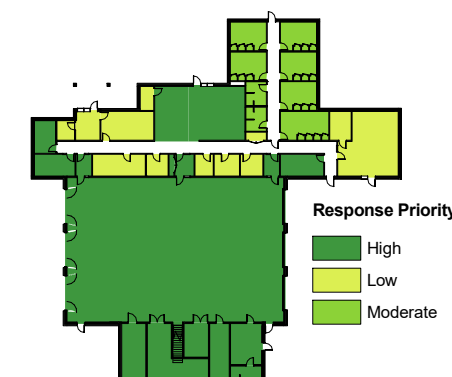
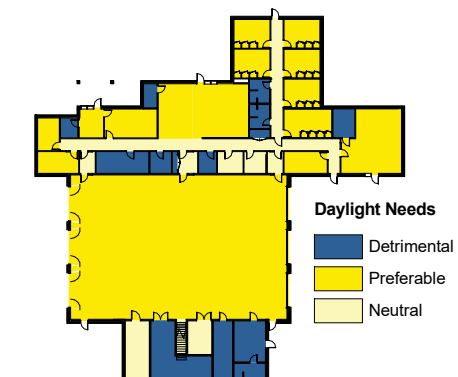
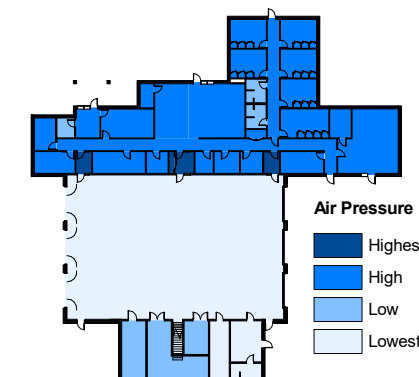
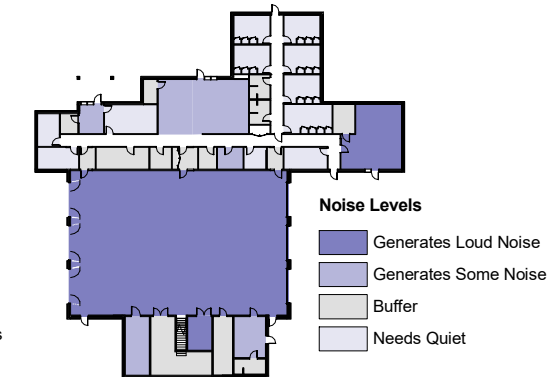
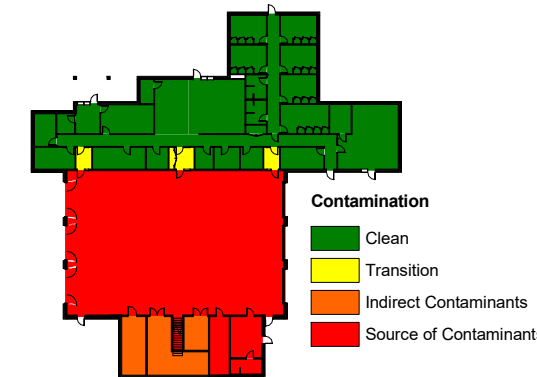


Option A - Floor Plan



Name	Room Area	Program Area	Deviation
	Actual	Area	SF
SECURE VESTIBULE	121 SF	120 SF	1 SF
PUBLIC RR	61 SF	60 SF	1 SF
CONFERENCE ROOM	262 SF	240 SF	22 SF
POLICE OFFICE	162 SF	160 SF	2 SF
	606 SF	580 SF	26 SF
REPORT ROOM	154 SF	160 SF	-6 SF
STATION OFFICER	122 SF	120 SF	2 SF
SINGLE-USER BUNK ROOM	180 SF	180 SF	0 SF
SINGLE-USER BUNK ROOM	180 SF	180 SF	0 SF
SINGLE-USER BUNK ROOM	180 SF	180 SF	0 SF
SINGLE-USER BUNK ROOM	180 SF	180 SF	0 SF
SINGLE-USER BUNK ROOM	180 SF	180 SF	0 SF
SINGLE-USER BUNK ROOM	240 SF	240 SF	0 SF
SINGLE USER SHOWER	85 SF	85 SF	0 SF
SINGLE USER SHOWER	85 SF	85 SF	0 SF
CLOSET	29 SF	20 SF	9 SF
STUDY/ MOTHERS ROOM	84 SF	81 SF	3 SF
STORAGE	68 SF	100 SF	-32 SF
LAUNDRY/ JANITOR	96 SF	100 SF	-4 SF
DAYROOM	323 SF	320 SF	3 SF
DINING	248 SF	200 SF	48 SF
KITCHEN	279 SF	280 SF	-1 SF
PHYSICAL CONDITIONING ROOM	601 SF	600 SF	1 SF
	3316 SF	3291 SF	25 SF

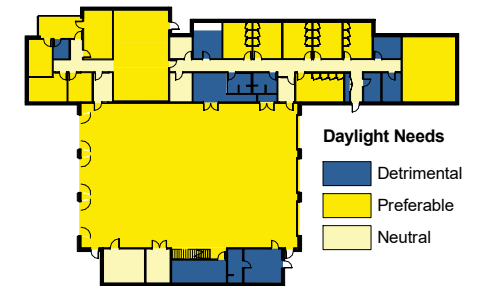
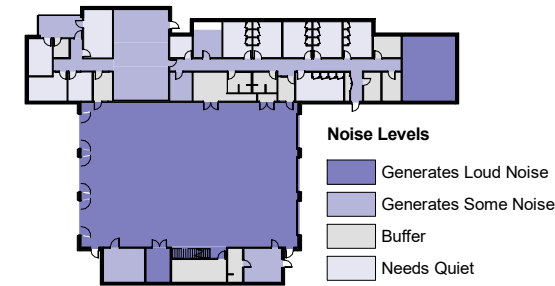
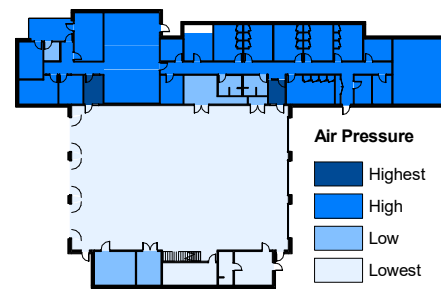
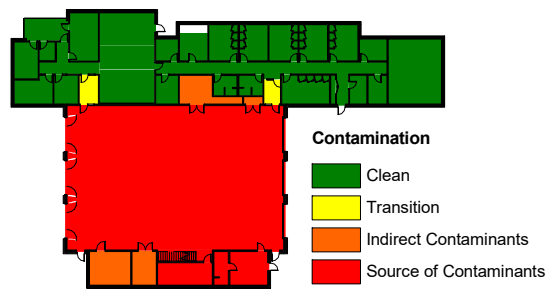
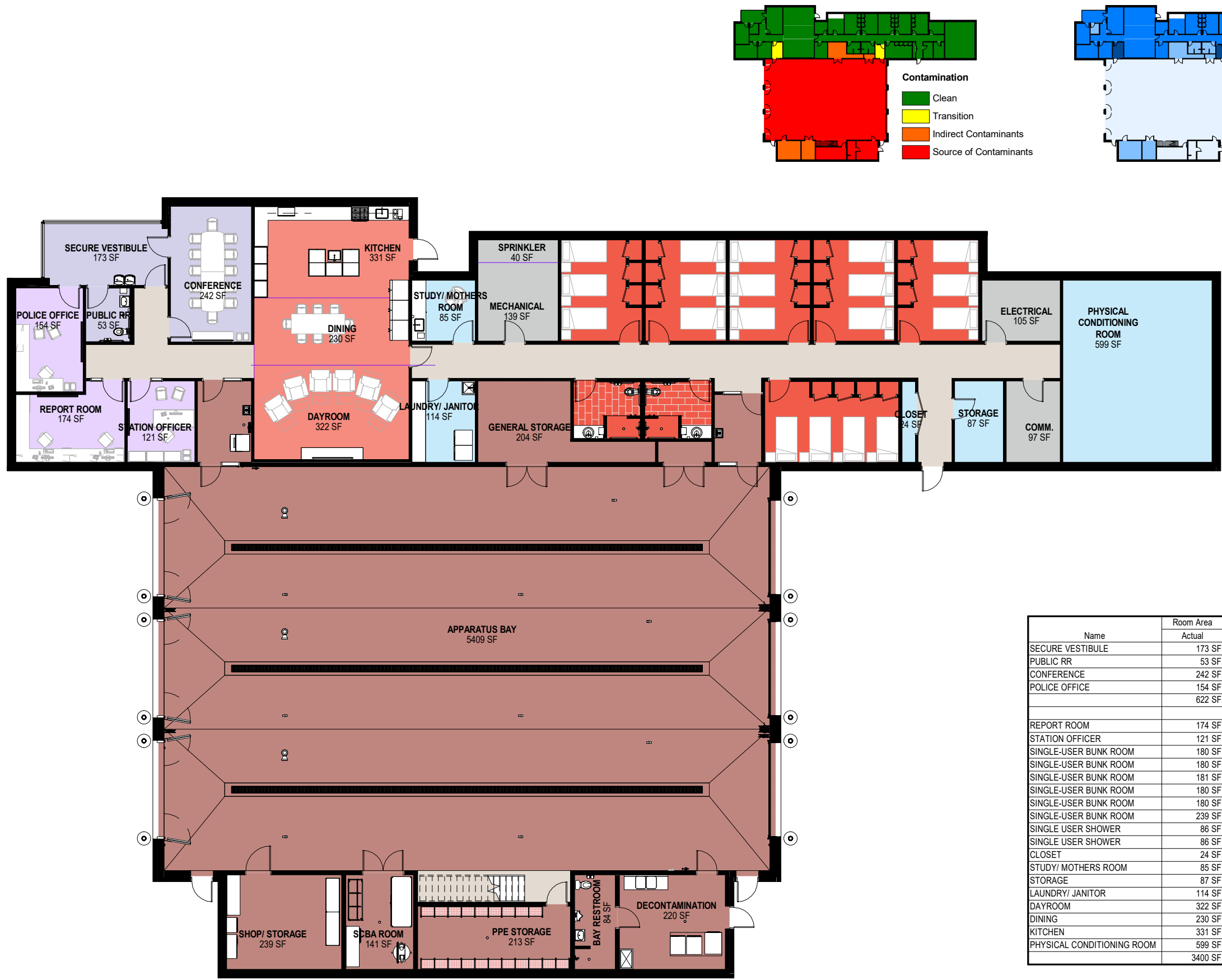
Name	Room Area	Program Area	Deviation
	Actual	Area	SF
APPARATUS BAY	5409 SF	4860 SF	549 SF
DECONTAMINATION VESTIBULE	59 SF	64 SF	-5 SF
DECONTAMINATION VESTIBULE	59 SF	64 SF	-5 SF
DECONTAMINATION VESTIBULE	72 SF	0 SF	72 SF
PPE STORAGE	196 SF	160 SF	36 SF
DECONTAMINATION	222 SF	220 SF	2 SF
BAY RESTROOM	80 SF	85 SF	-5 SF
SCBA ROOM	141 SF	140 SF	1 SF
EMS SUPPLY	18 SF	20 SF	-2 SF
SHOP/ STORAGE	245 SF	200 SF	45 SF
GENERAL STORAGE	393 SF	400 SF	-7 SF
	6895 SF	6213 SF	682 SF
MECHANICAL	198 SF	200 SF	-2 SF
ELECTRICAL	108 SF	100 SF	8 SF
COMM.	82 SF	80 SF	2 SF
SPRINKLER	56 SF	40 SF	16 SF
	444 SF	420 SF	24 SF
CORRIDOR	631 SF	1049 SF	-418 SF
CORRIDOR	251 SF	0 SF	251 SF
STAIR	59 SF	0 SF	59 SF
	941 SF	1049 SF	-108 SF
	12202 SF	11553 SF	649 SF



1/16" = 1'-0"

Option B - Floor Plan





Name	Room Area		Deviation SF
	Actual	Program Area	
SECURE VESTIBULE	173 SF	120 SF	53 SF
PUBLIC RR	53 SF	60 SF	-7 SF
CONFERENCE	242 SF	240 SF	2 SF
POLICE OFFICE	154 SF	160 SF	-6 SF
	622 SF	580 SF	42 SF
REPORT ROOM	174 SF	160 SF	14 SF
STATION OFFICER	121 SF	120 SF	1 SF
SINGLE-USER BUNK ROOM	180 SF	180 SF	0 SF
SINGLE-USER BUNK ROOM	180 SF	180 SF	0 SF
SINGLE-USER BUNK ROOM	181 SF	180 SF	1 SF
SINGLE-USER BUNK ROOM	180 SF	180 SF	0 SF
SINGLE-USER BUNK ROOM	180 SF	180 SF	0 SF
SINGLE-USER BUNK ROOM	239 SF	240 SF	-1 SF
SINGLE USER SHOWER	86 SF	85 SF	1 SF
SINGLE USER SHOWER	86 SF	85 SF	1 SF
CLOSET	24 SF	20 SF	4 SF
STUDY/ MOTHERS ROOM	85 SF	81 SF	4 SF
STORAGE	87 SF	100 SF	-13 SF
LAUNDRY/ JANITOR	114 SF	100 SF	14 SF
DAYROOM	322 SF	320 SF	2 SF
DINING	230 SF	200 SF	30 SF
KITCHEN	331 SF	280 SF	51 SF
PHYSICAL CONDITIONING ROOM	599 SF	600 SF	-1 SF
	3400 SF	3291 SF	109 SF

Name	Room Area		Deviation SF
	Actual	Program Area	
APPARATUS BAY	5409 SF	4860 SF	549 SF
DECONTAMINATION VESTIBULE	70 SF	64 SF	6 SF
DECONTAMINATION VESTIBULE	97 SF	64 SF	33 SF
PPE STORAGE	213 SF	160 SF	53 SF
DECONTAMINATION	220 SF	220 SF	0 SF
BAY RESTROOM	84 SF	85 SF	-1 SF
SCBA ROOM	141 SF	140 SF	1 SF
EMS SUPPLY	24 SF	20 SF	4 SF
SHOP/ STORAGE	239 SF	200 SF	39 SF
GENERAL STORAGE	204 SF	400 SF	-196 SF
	6701 SF	6213 SF	488 SF
MECHANICAL	139 SF	200 SF	-61 SF
COMM.	97 SF	80 SF	17 SF
SPRINKLER	40 SF	40 SF	0 SF
ELECTRICAL	105 SF	100 SF	5 SF
	381 SF	420 SF	-39 SF
CORRIDOR	167 SF	1049 SF	-882 SF
STAIR	106 SF	0 SF	106 SF
CORRIDOR	562 SF	0 SF	562 SF
	835 SF	1049 SF	-214 SF
	11939 SF	11553 SF	386 SF

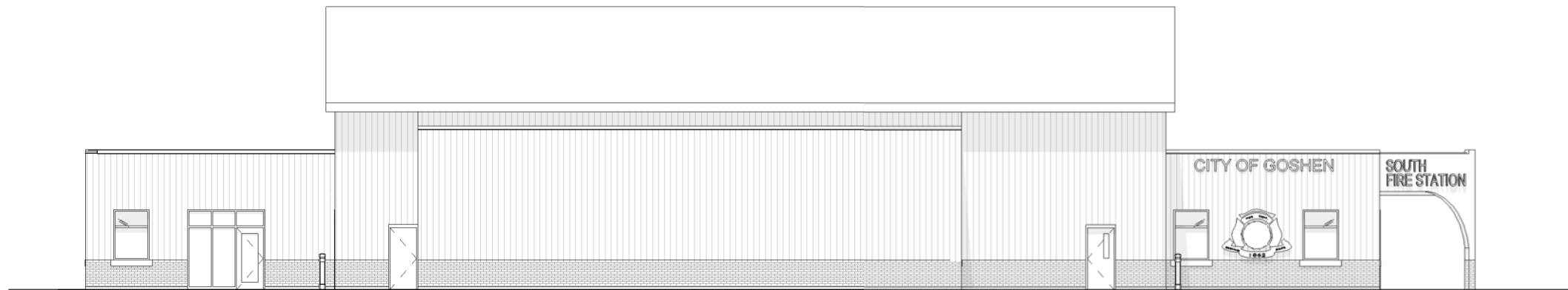
Option C - Floor Plan



Appendix E: Initial Exterior Design Options

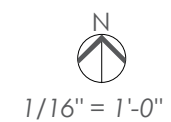


① OPTION 1 - NORTH ELEVATION
1/16" = 1'-0"



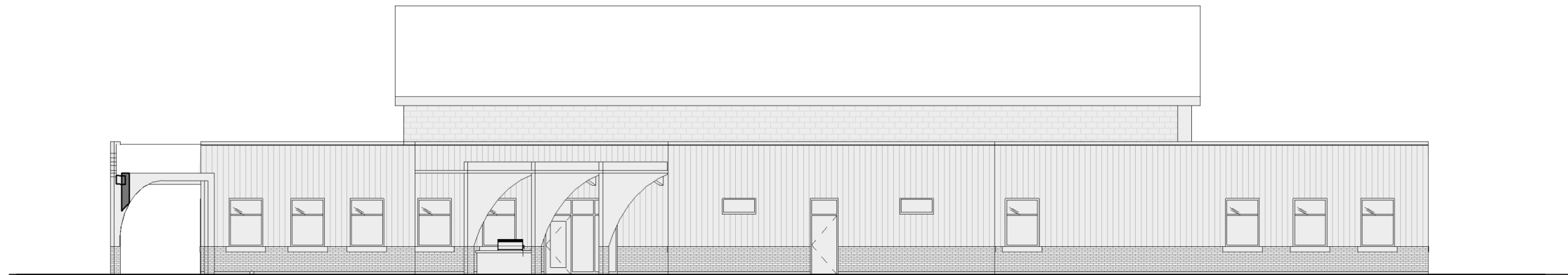
② OPTION 1 - EAST ELEVATION
1/16" = 1'-0"

Option 1 - Building Elevations



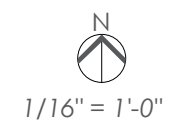


① OPTION 1 - SOUTH ELEVATION
1/16" = 1'-0"



② OPTION 1 - WEST ELEVATION
1/16" = 1'-0"

Option 1 - Building Elevations





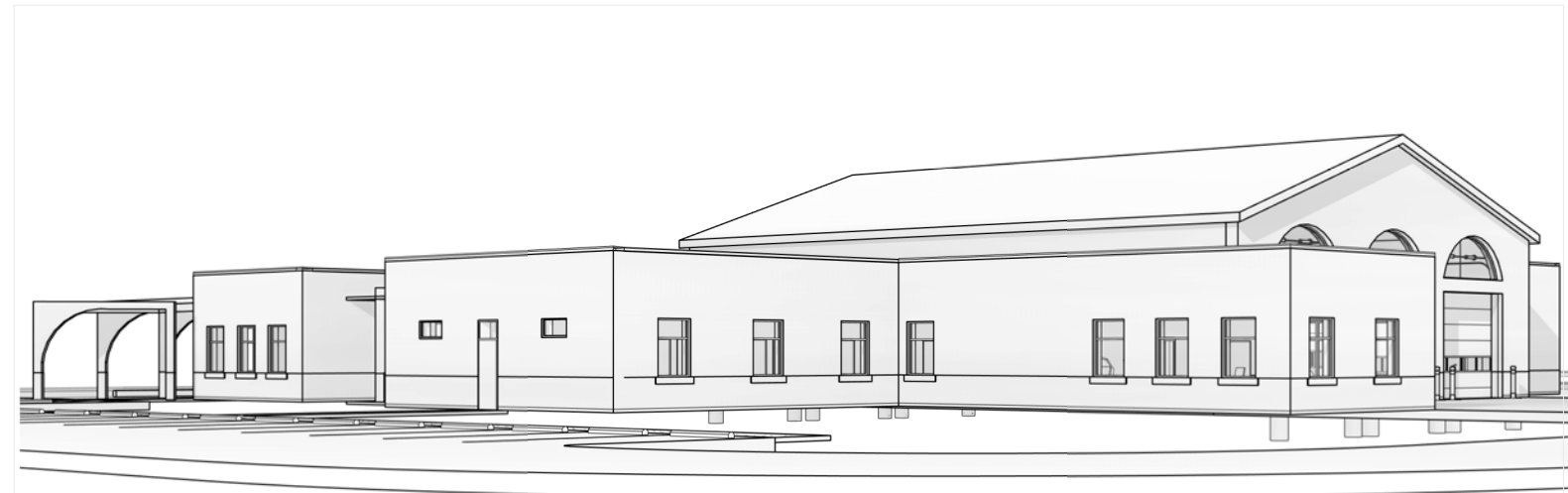
NORTHEAST PERSPECTIVE



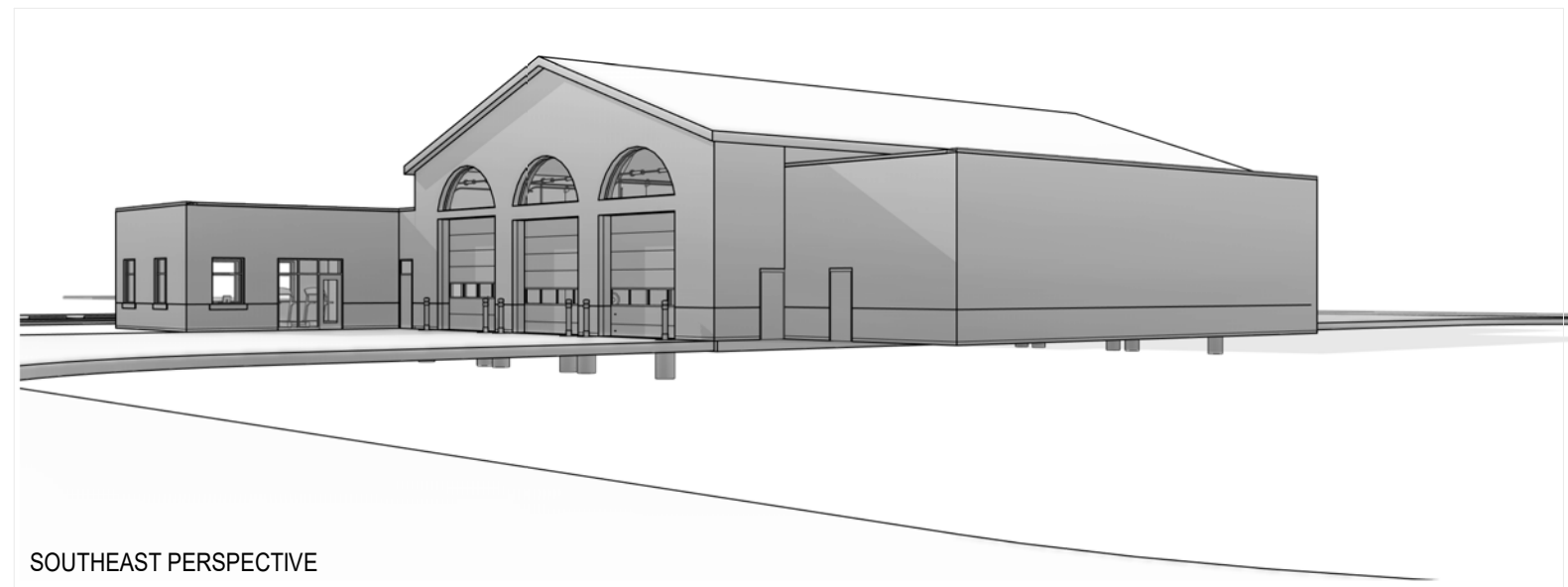
NORTH PERSPECTIVE



NORTHWEST PERSPECTIVE



SOUTHWEST PERSPECTIVE



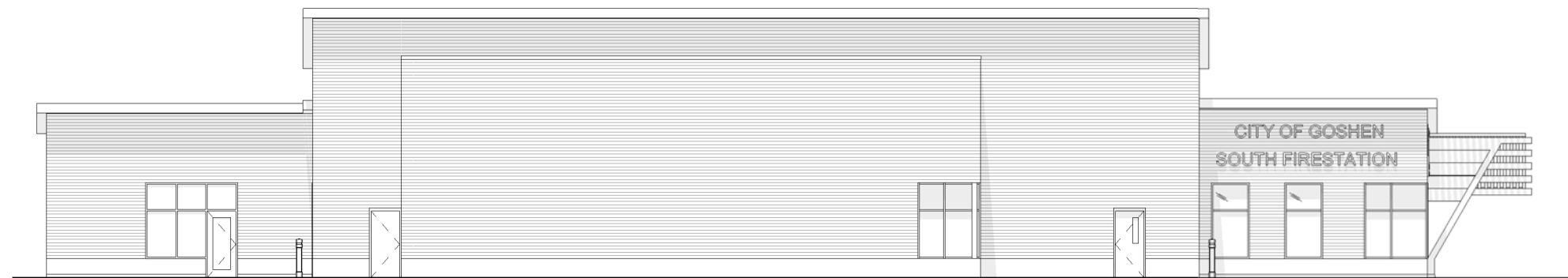
SOUTHEAST PERSPECTIVE

Option 1 - Perspectives



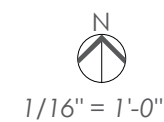


① OPTION 2 - NORTH ELEVATION
1/16" = 1'-0"



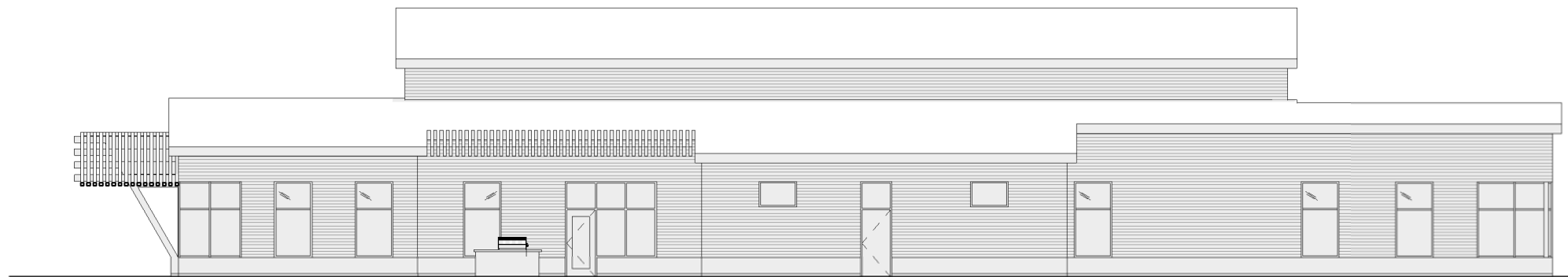
② OPTION 2 - EAST ELEVATION
1/16" = 1'-0"

Option 2 - Building Elevations



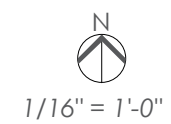


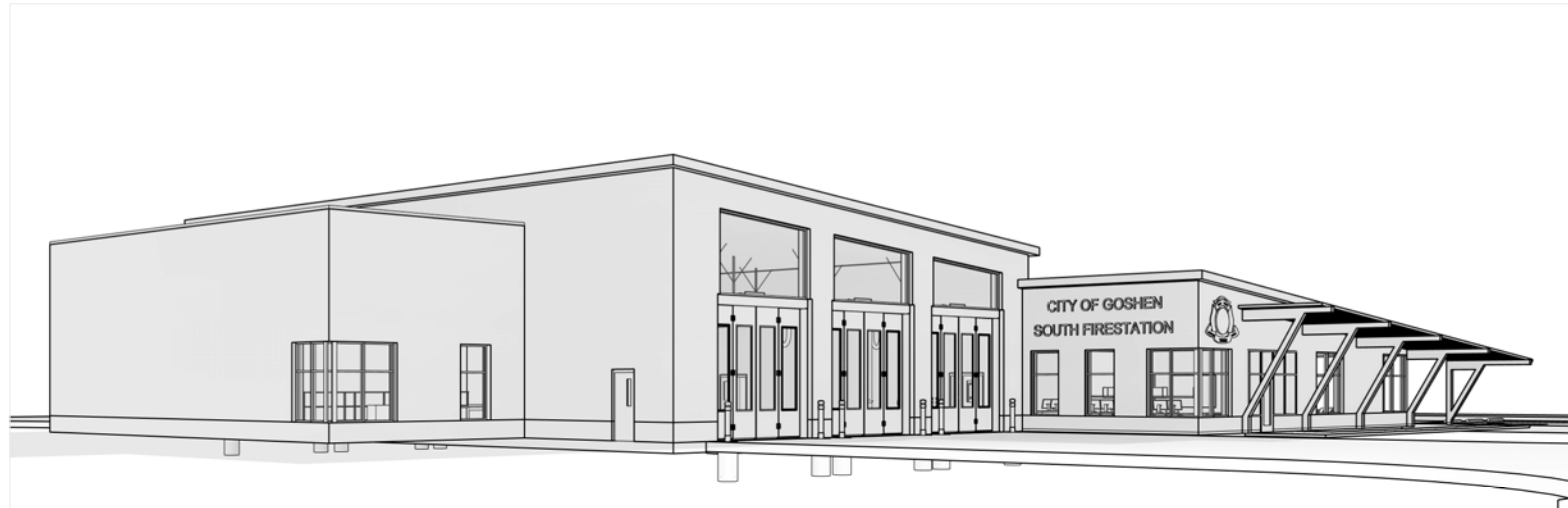
① OPTION 2 - SOUTH ELEVATION
1/16" = 1'-0"



② OPTION 2 - WEST ELEVATION
1/16" = 1'-0"

Option 2 - Building Elevations





NORTHEAST PERSPECTIVE



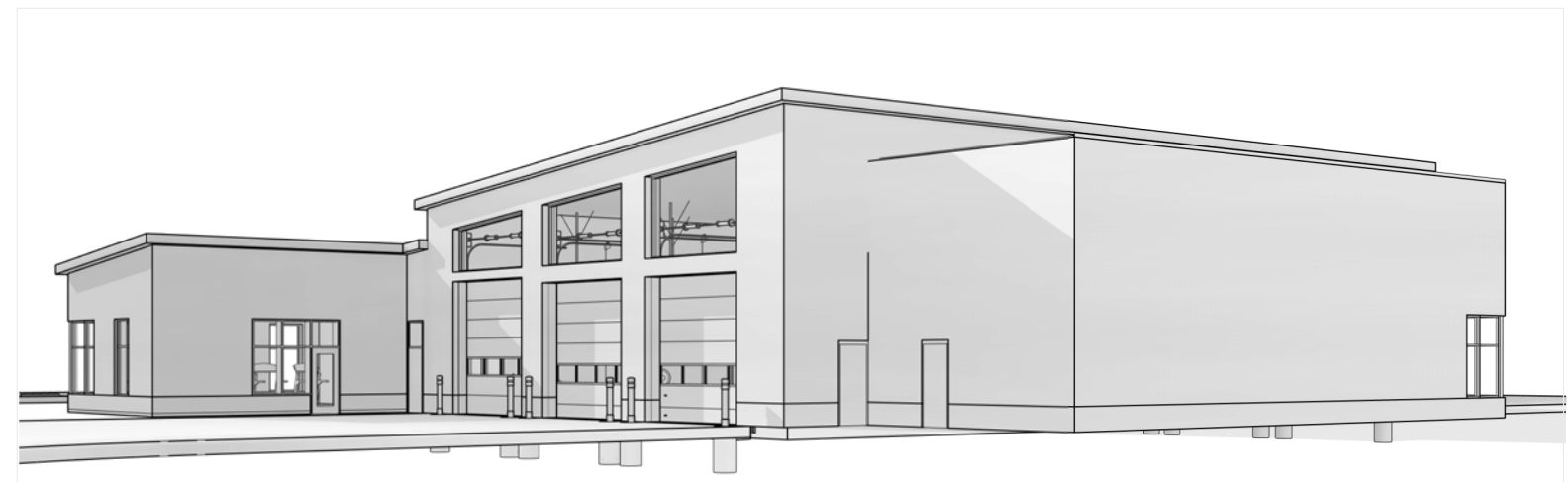
NORTH PERSPECTIVE



NORTHWEST PERSPECTIVE



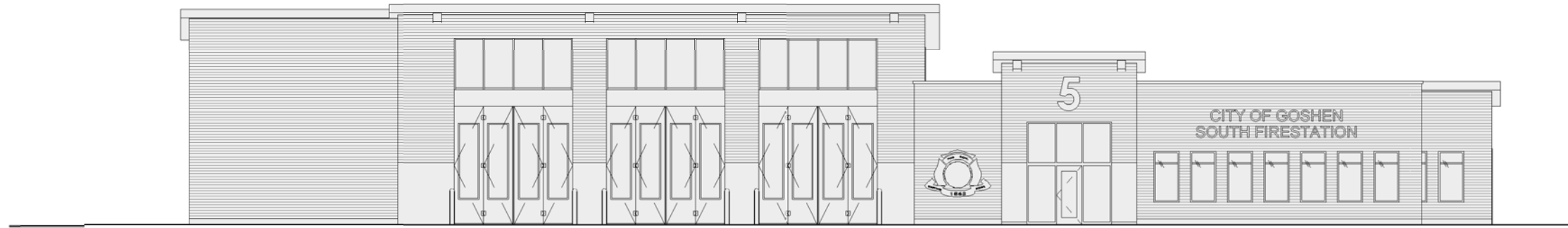
SOUTHWEST PERSPECTIVE



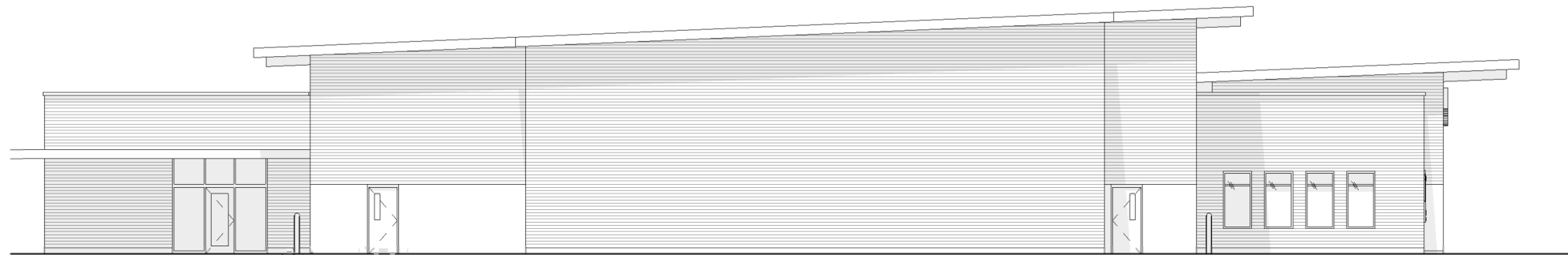
SOUTHEAST PERSPECTIVE

Option 2 - Perspectives





① OPTION 3 - NORTH ELEVATION
1/16" = 1'-0"



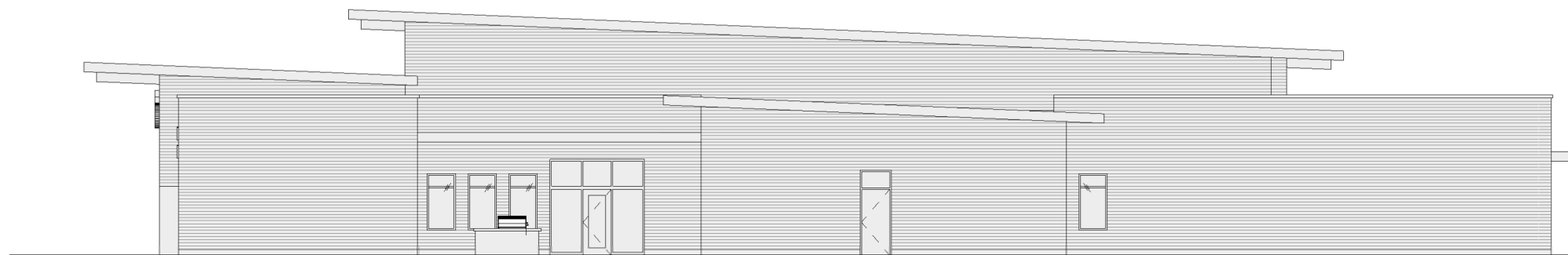
② OPTION 3 - EAST ELEVATION
1/16" = 1'-0"

Option 3 - Building Elevations



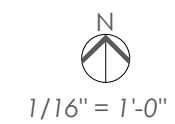


① OPTION 3 - SOUTH ELEVATION
1/16" = 1'-0"



② OPTION 3 - WEST ELEVATION
1/16" = 1'-0"

Option 3 - Building Elevations





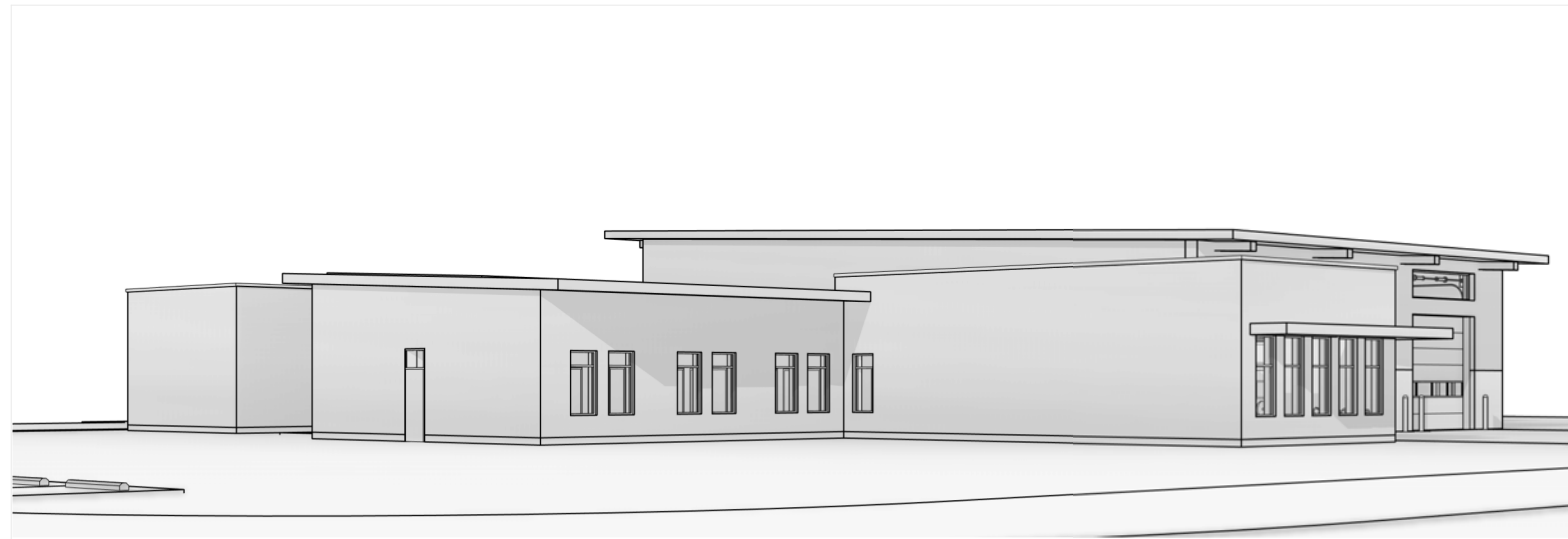
NORTHEAST PERSPECTIVE



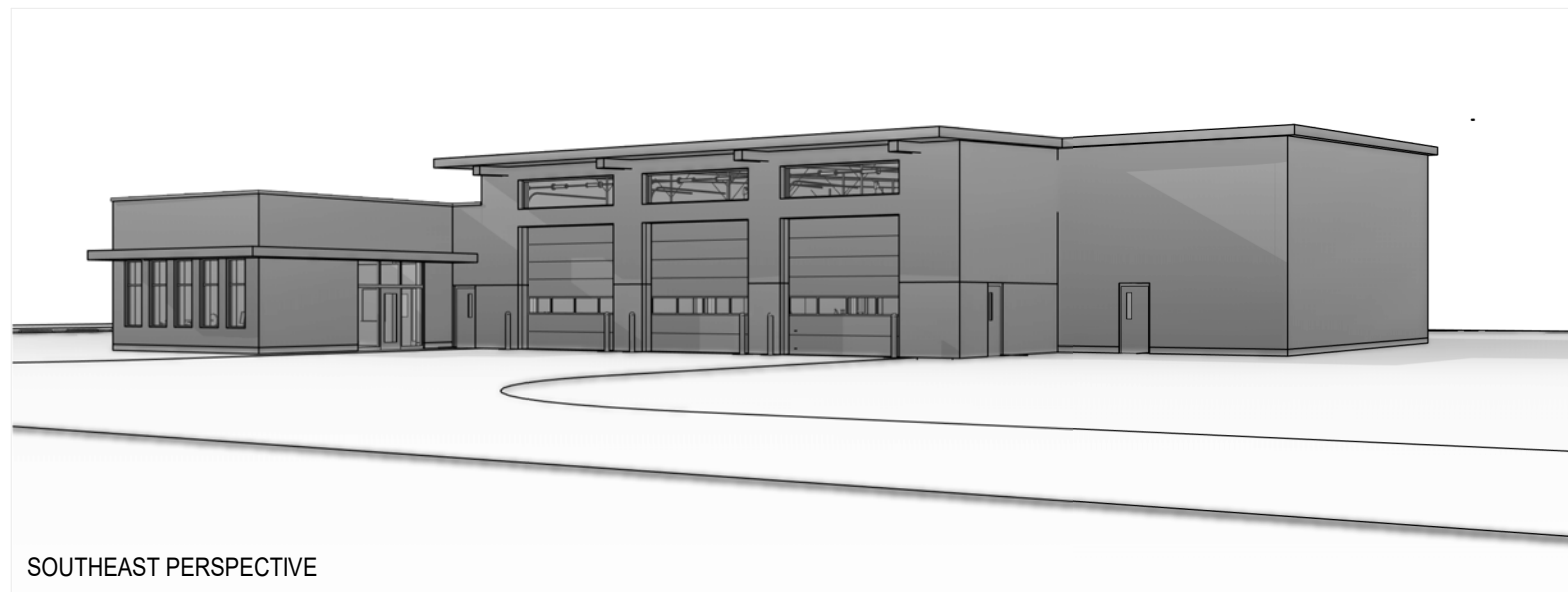
NORTH PERSPECTIVE



NORTHWEST PERSPECTIVE



SOUTHWEST PERSPECTIVE



SOUTHEAST PERSPECTIVE

Option 3 - Perspectives



RESOLUTION 24-2022

**Acquisition of Real Estate in the
200-Block of Pleasant Avenue and 211 New Street**

WHEREAS by Resolution 08-2022 passed February 8, 2022, the Goshen Redevelopment Commission approved a proposed Agreement for the Sale and Purchase of Real Estate at 215 Pleasant Avenue, 211 Pleasant Avenue, 212 Pleasant Avenue, 207 Pleasant Avenue, 211 New Street and the vacant parcel immediately north of 215 Pleasant Avenue, and authorized Redevelopment Director Becky Hutsell to execute the Agreement for a purchase price of \$501,000.

WHEREAS the City and the Sellers have negotiated further revisions to the terms and conditions of the Agreement for the Sale and Purchase of Real Estate. A copy of the revised Agreement is attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the terms and conditions of the Agreement for the Sale and Purchase of Real Estate as attached to and made a part of this resolution are approved. The attached Agreement specifically replaces the Agreement previously approved by the Commission by Resolution 08-2022.

BE IT FURTHER RESOLVED that Redevelopment Director Becky Hutsell is authorized to execute the Agreement for the Sale and Purchase of Real Estate and any other documents on behalf of the Goshen Redevelopment Commission and the City of Goshen that are necessary to effectuate the City's acquisition of the six parcels of real estate in the 200-Block of Pleasant Avenue and 211 New Street.

PASSED by the Goshen Redevelopment Commission on May 10, 2022.

President

Secretary

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on _____, 2022, by and between Douglas L. Dispennett (a.k.a. Douglas Dispennett) and Genya J. Dispennett (a.k.a. Genya Dispennett), husband and wife, hereinafter collectively referred to as “Seller,” and City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as “Redevelopment.”

ARTICLE 1 REAL ESTATE

1.1 Real Estate. In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Seller agrees to sell and Redevelopment agrees to purchase six parcels of real estate located in Elkhart Township, Elkhart County, Indiana, described on Exhibit A, attached hereto.

The real estate described in Exhibit A is hereinafter referred to as the “Real Estate.” The Real Estate shall include all land, all pertinent rights, privileges and easements and all buildings and fixtures in their present condition or as otherwise agreed upon by both parties.

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price. Redevelopment agrees to pay and Seller agrees to accept the total sum of Five Hundred and One Thousand Dollars (\$501,000) plus or minus the net of adjustments, prorations, and credits hereinafter provided, payable in full at the Closing via certified funds, wire transfer or other immediately available funds.

2.2 Earnest Money. Parties agree that there is no earnest money deposit required for this transaction.

ARTICLE 3 APPRAISALS

3.1 Appraisals. Redevelopment has obtained at Redevelopment’s expense two (2) appraisals of the Real Estate.

ARTICLE 4 ENVIRONMENTAL ASSESSMENT

4.1 Environmental Assessment. Redevelopment will conduct at Redevelopment’s sole cost an environmental assessment of the Real Estate to meet Redevelopment’s requirement of all appropriate inquiry. In the event the initial assessment discloses that an additional assessment is warranted, Redevelopment may

either void this Agreement, upon forty-five (45) days' written notice, or pay to have the additional assessment completed.

4.2 Additional Assessments and Remedies. In the event the initial assessment or any additional assessment (Redevelopment to provide notice to Seller prior to conducting any additional assessments) concludes that remediation is advisable to make the Real Estate suitable for residential or commercial use, Redevelopment may void this Agreement if Redevelopment so elects. Redevelopment must make its election to void this Agreement via written notice (containing a full description of such remediation measures) within forty-five (45) days of receiving the final assessment requested by Redevelopment that concludes that remediation is advisable. Upon the expiration of said forty-five (45) day period, Redevelopment will be deemed to have accepted the Real Estate in its present condition except for matters which are the subject of a notification permitted under this Agreement. Notwithstanding anything to the contrary contained herein, Seller will have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate any such deficiency.

4.3 Selection. Redevelopment will select the company that conducts the environmental assessment. If the initial environmental assessment is not completed before June 15, 2022, Seller shall have the right, but not an obligation, to terminate the Agreement.

4.4 No Representations or Warranties. Redevelopment acknowledges that Seller makes no representation or warranty concerning the compliance of the Real Estate with any Federal, State, or local laws including, but not limited to, environmental laws. Further, Redevelopment hereby releases Seller and all agents of Seller from any claims which Redevelopment might have against Seller or Seller's agents arising out of statutory or common law for violations of Federal, State, or local laws on the Real Estate. This release will survive the Closing and the delivery of the deed to Redevelopment. Redevelopment understands that a portion of the Real Estate was previously used as a dry cleaner and that other portions were and in some cases still are used as residential homes. In the event Redevelopment does not terminate this Agreement pursuant to the terms herein, Redevelopment accepts all responsibility for the condition of the Real Estate at the time possession of the Real Estate is delivered to Redevelopment.

4.5 Costs and Indemnification. Seller is under no obligation to pay for any portion of any assessment, including environmental assessments, and Redevelopment will indemnify and hold Seller harmless with respect to such fees and expenses. Redevelopment will be responsible for any and all costs associated with the inspections and agrees to promptly discharge any liens that arise against the Real Estate as a result of such inspections. Redevelopment covenants and agrees to return the Real Estate to substantially the same condition as existed prior to such inspections and assessments, without adverse change if Redevelopment chooses to terminate this Agreement as permitted herein. Under no circumstance will

Redevelopment take actions during its inspections and assessments that harm the integrity of the improvements or otherwise preclude Seller from continuing to rent the Real Estate as permitted herein. Redevelopment agrees to indemnify and hold Seller harmless of and from any and all liability or damage sustained by Seller caused as a result of or arising out of any inspections by Redevelopment or Redevelopment's authorized representatives pursuant to this paragraph.

ARTICLE 5 TAXES AND ASSESSMENTS

5.1 Real Estate Taxes. Seller shall pay the real estate taxes and assessments for 2021 due and payable in 2022. The real estate taxes and assessments for 2022 due and payable in 2023 shall be prorated between Seller and Redevelopment as of the date of Closing. If the tax rate and/or assessment for taxes have not been determined, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of proration and credit for due but unpaid taxes and assessments. Redevelopment shall pay all real estate taxes and assessments for 2023 due and payable in 2024 and thereafter.

ARTICLE 6 TITLE SEARCH

6.1 Title Search. A title search for the Real Estate has been obtained. The cost of the title search will be paid by Seller. Redevelopment agreed that no exceptions appear in the title search that are unacceptable to Redevelopment, and such exceptions are included in the term "Permitted Encumbrances" as used herein. To the extent any exception is based solely on an amount owed by Seller that can be paid at Closing, Seller agrees such amounts will be paid as a part of Closing out of the purchase price. Notwithstanding anything to the contrary contained herein, Seller will have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate or modify such exceptions.

ARTICLE 7 TITLE INSURANCE

7.1 Title Insurance. At the time of Closing, Seller agrees to provide Redevelopment with a policy of title insurance in standard ALTA owner's form insuring the title to the Real Estate to be conveyed by Seller to Redevelopment in an amount equal to the purchase price, to be free of defects except (1) such defects that are included in the standard exceptions forming a part of such policies; (2) Permitted Encumbrances; and (3) easements, public ways, and restrictions of record. The title insurance policy shall be in the amount of Five Hundred and One Thousand Dollars (\$501,000).

ARTICLE 8 CLOSING

8.1 Closing. The "Closing" will occur within forty-five (45) days of the completion of the environmental assessments, but no later than September 30, 2022, unless the parties agree to a later date in

writing. Closing costs shall be shared equally between the two parties except as specifically provided in this Agreement.

**ARTICLE 9
WARRANTY DEED**

9.1 Warranty Deed. Seller shall deliver to Redevelopment a warranty deed conveying merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including zoning restrictions, taxes, easements, and assessments. Title shall be transferred to “City of Goshen, Indiana for the use and benefit of its Department of Redevelopment”.

**ARTICLE 10
POSSESSION OF REAL ESTATE**

10.1 Possession. Possession and occupancy of the Real Estate will be delivered to Redevelopment on or before March 31, 2023. Seller will be entitled to rents from the Real estate until possession is delivered to Redevelopment. Any tenant must be given proper notice from Seller to vacate the Real Estate before March 31, 2023. As long as Seller retains possession, Seller will be responsible for all legally required maintenance and actual utility costs incurred in connection with the Real Estate. If any tenant improperly continues to occupy the Real Estate or has personal property that remains on the Real Estate after change of possession, Redevelopment will be responsible for taking any necessary legal action to remove the tenant or his or her personal property.

**ARTICLE 11
SALVAGE RIGHTS**

11.1 Salvage Rights. As long as the structures on the Real Estate can be reasonably secured and remain stable and not likely to collapse, Seller may, provided the structure has been vacated, salvage any fixtures or other parts of the structures thereon. Redevelopment has no interest in using the current structures and has no concern with non-structural damage caused to the interior of the structures as a result of the salvage process. Seller must complete all salvage work on or before April 15, 2023.

**ARTICLE 12
RISK OF LOSS**

12.1 Risk of Loss on the Real Estate and Improvements. After Closing, Redevelopment bears all risk of loss for damage caused to the improvements on the Real Estate. Seller agrees to continue to maintain current liability insurance over the Real Estate until possession of the Real Estate is delivered to Redevelopment and will be responsible for third-party liability claims until possession is transferred, provided such claims are not the result of Redevelopment’s actions.

**ARTICLE 13
WARRANTIES**

13.1 Seller Warranties. Seller warrants that Seller will convey a good and merchantable title to Redevelopment. Redevelopment accepts the Real Estate “AS IS” without any express or implied warranties, including warranty of habitability. Seller further makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.

13.2 Redevelopment Warranties. Redevelopment has made its own inspection of the Real Estate and relies solely upon Redevelopment’s observation in deciding to purchase the Real Estate. Redevelopment does not rely upon any representation of Seller or any agent of Seller.

**ARTICLE 14
TERMINATION**

14.1 Surviving Obligations. For purposes of this Agreement, “Surviving Obligations” means any covenant, obligation, liability, or indemnity that expressly survives termination of this Agreement and/or the Closing.

14.2 Seller’s Remedies. If Redevelopment fails or refuses to consummate the purchase of the Real Estate pursuant to this Agreement at the Closing, beyond any cure periods, for any reason other than the termination of this Agreement by Redevelopment pursuant to a right to so terminate expressly set forth in this Agreement, then Seller will have the right to pursue all remedies allowed to Seller under Indiana law and will have the right to terminate this Agreement by giving written notice thereof to Redevelopment prior to or at the Closing, whereupon Seller will have no further obligations hereunder and free of any claims by Redevelopment or any other person under this Agreement. Notwithstanding anything herein to the contrary, this limitation on remedies and damages does not (a) apply to damages and losses suffered by Seller because of Redevelopment’s breach of its indemnification or restoration obligations set forth in this Agreement, to the Surviving Obligations, or to any recovery of attorneys’ fees incurred by Seller pursuant to this Agreement; or (b) impair or limit the effectiveness or enforceability of the indemnification and restoration obligations of Redevelopment contained in this Agreement.

14.3 Redevelopment’s Remedies. If Seller fails or refuses to consummate the sale of the Real Estate pursuant to this Agreement at the Closing or following 10 business days’ written notice from Redevelopment, fails to perform any of Seller’s other obligations hereunder either prior to or at the Closing for any reason other than the termination of this Agreement by Seller pursuant to a right so to terminate expressly set forth in this Agreement or Redevelopment’s failure to perform Redevelopment’s obligations under this Agreement, then Redevelopment, as Redevelopment’s sole and exclusive remedy, will have the right to either (i) terminate this Agreement by giving written notice thereof to Seller prior to or at the Closing whereupon neither party hereto will have any further rights or obligations hereunder, except the Surviving

Obligations, or (ii) enforce specific performance (but not recover damages) of the Seller's obligations under this Agreement, but may enforce specific performance if and only if Redevelopment is not in default under this Agreement at the time of filing such suit for specific performance and is ready, willing and able to fund the Purchase Price and to close as and when required by the provisions of this Agreement (but for the breach of this Agreement by Seller).

ARTICLE 15 MISCELLANEOUS

15.1 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

15.2 Venue. In the event that legal action is brought to enforce or interpret the terms of and conditions of this Agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

15.3 Attorney Fees. In the event that either party brings an action to enforce any right conferred by this Agreement or to force the other party to fulfill any obligation imposed by this Agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

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

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

15.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Seller.

15.7 Amendment, Modification, and Waiver. This Agreement may not be modified, amended or supplemented except by mutual written agreement of Redevelopment and Seller. Either party may waive in writing any term or condition contained in this Agreement and intended to be for its benefit; provided, however, that no waiver by any party, whether by conduct or otherwise, in any one or more instances, will be deemed or construed as a further or continuing waiver of any such term or condition, unless otherwise specified herein. Each amendment, modification, supplement or waiver must be in writing signed by Redevelopment and Seller.

15.8 Notices. Any and all notices, demands, and communications provided for herein or made hereunder must be given in writing and will be deemed given to a party at the earlier of (i) when actually

delivered to such party or (ii) three days after it is mailed to such party by registered or certified U.S. Mail (return receipt requested) or one day after it is sent by overnight courier, confirmed by receipt, and addressed to such party at the address designated below for such party (or to such other address for such party as such party may have substituted by notice pursuant to this section):

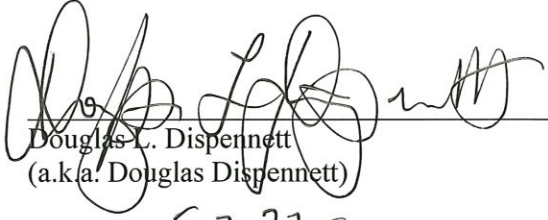
If to the Seller:	Douglas Dispennett 215 Pleasant Avenue Goshen, IN 46526
With a required copy to:	Yoder Ainlay Ulmer & Buckingham, LLP Attn: Steven J. Olsen 130 N. Main Street Goshen, IN 46526
If to the Redevelopment:	Goshen Redevelopment Commission Attn: Director of Redevelopment 204 E. Jefferson Street, Suite 6 Goshen, Indiana 46528
With a required copy to:	City of Goshen Attn: Legal Department 204 E. Jefferson Street, Suite 2 Goshen, Indiana 46528

15.9 Organization; Authorization. Redevelopment has all necessary power and authority to enter into and perform the transactions contemplated hereby in accordance with the terms and conditions hereof. The execution of this Agreement and the performance by Redevelopment of each of its obligations contained herein does not violate any obligation or condition previously agreed to by Redevelopment.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have set their hands to this Agreement as set forth below.

SELLER:



Douglas C. Dispennett
(a.k.a. Douglas Dispennett)

Date: 5-3-22



Genya J. Dispennett
(a.k.a. Genya Dispennett)

Date: 5-3-22

REDEVELOPMENT:

CITY OF GOSHEN, INDIANA

Becky Hutsell, Redevelopment Director
Goshen Redevelopment Commission
City of Goshen, Indiana

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

Parcel 1 | 211 New St. (Title vested by Douglas L. Dispennett):

The North half (1/2) of Lot Number two hundred seventy-seven (277) in Hood and Britton's Addition to the town, now City of Goshen, Indiana, except twenty-four (24) feet running through said lot deeded to the Goshen Lateral Railway Company, more particularly described as follows, to-wit:

Commencing at the southeast corner of the north one-half (1/2) of Lot Number two hundred seventy-seven (277) aforesaid, thence west eighty (80) feet to the east line of the Goshen Lateral Railway Company, thence northwesterly along the eastern line of said Company to the north line of the aforesaid lot, thence east to the northeast corner of said lot, thence south to the place of beginning.

Being Tax Code No. 20-11-09-185-003.000-015

Parcel 2 | 207 Pleasant Ave. (Title vested by Douglas Dispennett and Genya J. Dispennett, husband and wife):

All that part of Lot Number Two Hundred Seventy-seven (277) in Hood's Alteration of the Original Plat of the Town, now City of Goshen (sometimes called Hood and Britton's Addition to said Town), which lies West of the lateral railway, which runs in a northerly and southerly direction, East of said real estate.

Being Tax Code No. 20-11-09-184-011.000-015

Parcel 3 | 212 Pleasant Ave. (Title vested by Douglas L. Dispennett):

That part of Lots Numbered 278, 279, 280 in Hood and Britton's Addition to the town, now City of Goshen, Indiana, lying west of the right-of-way of the former Goshen Lateral Railway Company, later the New York Central Railway Company, subject to certain lease (if any) between the Lake Shore and Michigan Southern Railway Company, later the New York Central Railway Company and F.E.C. Hawks, which the grantee herein assumes.

ALSO:

All that part of the West 1/3 of Lots 278, 279 and 280 in HOOD & BRITTON'S ADDITION to the City of Goshen, Indiana which lies East of the right-of-way of the N.Y.C. Railroad Company, formerly the Goshen Lateral Company.

Being Tax Code No. 20-11-09-184-010.000-015

Parcel 4 | 211 Pleasant Ave. (Title vested by Douglas Dispennett and Genya J. Dispennett, husband and wife):

Commencing at the Northwest corner of Lot Number 277 in the Original Plat of the Town, now City, of Goshen; thence South to the Southwest corner of said Lot; thence West along extended South line of said Lot to the East bank of the

Elkhart River; thence Northwesterly along the said river to a point due West of the place of beginning; thence East along the extended North line of said Lot Number 277 to the place of beginning.

Being Tax Code No. 20-11-09-184-009.000-015

Parcel 5 | 215 Pleasant Ave. (Title vested by Douglas L. Dispennett):

Lot number 303 in Hood and Britton's Addition to the Town, now City of Goshen, Indiana.

Being Tax Code No. 20-11-09-184-008.000-015

Parcel 6 | 201 N. Pleasant Ave. (Title vested by Douglas L. Dispennett and Genya J. Dispennett, husband and wife)

Tract 1: Beginning at the Northwest corner of Lot Number 301 in HOOD'S ALTERATION of the ORIGINAL PLAT of the Town of Goshen (sometimes called HOOD'S ADDITION); thence running West along the South line of Pike Street to its intersection with the Elkhart River; thence up said river following the meanderings thereof to the intersection of said river with the West line of Lot No. 302 in said addition; thence North along the West lines of Lots Numbered 302 and 301 to the place of beginning.

ALSO, 25 feet by parallel lines off the West end of Lot 301 and to the West end of the North 34 feet of Lot No. 302 in said addition.

Tract 2: The South 32 feet of Lot number 302 in Hood and Britton's Addition to the Town, now City, of Goshen, subject to a right-of-way ten (10) feet wide along the North side of said tract herein described for the use of owners of real estate adjoining on the North.

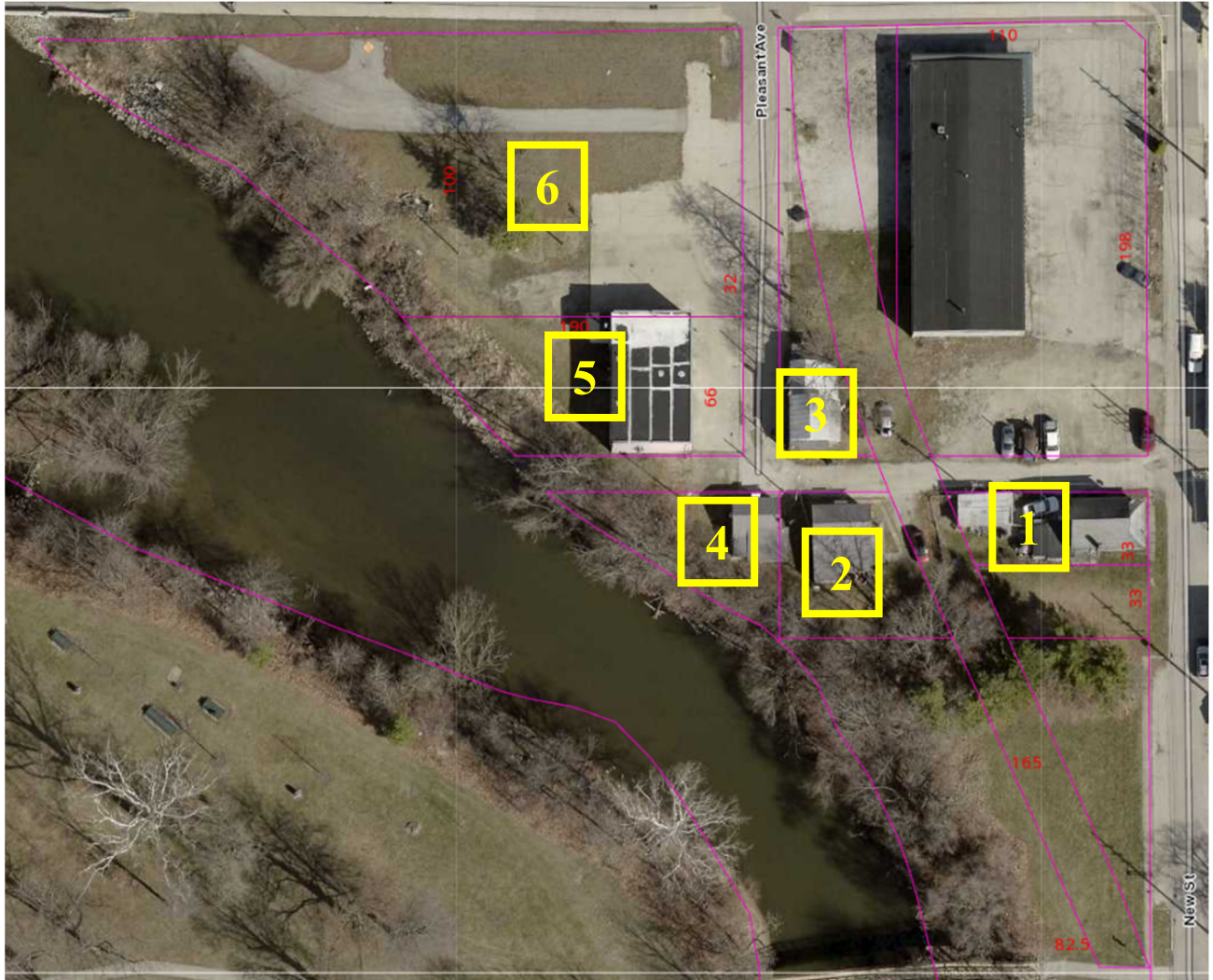
Tract 3: Beginning One Hundred (100) feet West of the northeast corner of Lot Number Three Hundred One (301) in the Original Plat of the Town, now City of Goshen (also known as Hoods Alteration of the Original Plat) Elkhart County, Indiana; thence West Forty (40) feet; thence South One Hundred (100) feet; thence East Forty (40) feet; thence North One Hundred (100) feet to the place of beginning, being a part of Lots Three Hundred One (301) and Three Hundred Two (302) of Said Addition.

Tract 4: Commencing 67 feet West of the Northeast corner of Lot Number 301 in the Original Plat (Hood's Alteration) of the Town, now City of Goshen; thence West 33 feet; thence South 100 feet; thence East 33 feet; thence North 100 feet to the place of beginning, being part of Lot 301 and Lot 302.

Tract 5: Commencing 34 feet West from the Northeast corner Lot No. 301 in the Original Plat of the Town, now City of Goshen; thence West 33 feet; thence South 100 feet; thence East 33 feet; thence North 100 feet to the place of beginning, being a part of Lot No. 301 and 302 in the Original Plat of the Town, now City of Goshen, Indiana.

Tract 6: Commencing at the Northeast corner of Lot Number Three Hundred One (301) in the Original Plat of the Town, now City of Goshen, said County and State; thence West thirty-four (34) feet; thence South one hundred (100) feet; thence East thirty-four (34) feet; thence North one hundred (100) feet to the place of beginning.

Being Tax Code No. 20-11-09-184-007.000-015



RESOLUTION 25-2022

Annual Determination of Excess Assessed Value in the Lippert/Dierdorff Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Lippert/Dierdorff Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Lippert/Dierdorff Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Lippert/Dierdorff Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Lippert/Dierdorff Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Lippert/Dierdorff Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Lippert/Dierdorff Allocation Area.

PASSED and ADOPTED on May 10, 2022

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 26-2022

Annual Determination of Excess Assessed Value in the Consolidated River Race / US 33 Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Consolidated River Race / US 33 Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Consolidated River Race / US 33 Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Consolidated River Race / US 33 Allocation Area.

PASSED and ADOPTED on May 10, 2022

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 27-2022

Annual Determination of Excess Assessed Value in the Southeast Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Southeast Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Southeast Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Southeast Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Southeast Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Southeast Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Southeast Allocation Area.

PASSED and ADOPTED on May 10, 2022

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 28-2022

Request to Authorize Execution of an Agreement with _____ for a Phase I & Phase II Environmental Site Assessment at 215 Pleasant Avenue

WHEREAS it is required to complete environmental due diligence prior to acquiring 215 Pleasant Avenue and surrounding residential properties.

WHEREAS a Request for Quotes was issued with an updated Phase I ESA as well as the completion of the Phase II with the scope previously provided in 2013 with the quotes are due on May 9, 2022.

NOW, THEREFORE, BE IT RESOLVED that Becky Hutsell, Redevelopment Director is authorized to execute the Agreement with _____ for a Phase I & Phase II Environmental Site Assessment at 215 Pleasant Avenue on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on May 10, 2022

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: May 10, 2022

RE: Request to Authorize Execution of an Agreement with _____ (TBD) _____ for a Phase I & Phase II Environmental Site Assessment at 215 Pleasant Avenue

Prior to acquiring 215 Pleasant Avenue and the surrounding residential properties from Doug Dispennett, we are required to complete our environmental due diligence on the former dry cleaner property within 180 days of closing. We had previously completed this step in 2013, which has now expired, and had intended to proceed with the recommended Phase II but negotiations were unsuccessful at that time and the decision was made to wait until we were certain we would be acquiring the property. A scope for the Phase II was established at that time.

We've issued a Request for Quotes with responses due back on Monday, May 9th. We're requesting both an updated Phase I ESA as well as the completion of the Phase II with the scope previously provided in 2013.

We will be bringing an updated memo to Tuesday's meeting with an agreement recommendation for the lowest responsible and responsive quoter for this work.

RESOLUTION 29-2022

Request to Authorize Execution of an Agreement with Niblock Excavating, Inc. for the Genesis Products 10 – Kercher Road Crossing Project

WHEREAS a stormwater connection along Southside Park Court is necessary to allow for construction of a new facility for Genesis Products.

WHEREAS the Commission approved to solicit bids for construction of the public infrastructure component, which includes the installation of a controlled release stormwater connection to the existing stormwater main on Kercher Road.

WHERE Niblock Excavating, Inc. submitted the only bid at \$275,016.

NOW, THEREFORE, BE IT RESOLVED that Becky Hutsell, Redevelopment Director is authorized to execute the Agreement with Niblock Excavating, LLC for the Genesis Products 10 Kercher Road Crossing Project on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on May 10, 2022

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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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

Date: May 10, 2022

RE: Request to Authorize Execution of an Agreement with Niblock Excavating, Inc. for the Genesis Products 10 – Kercher Road Crossing Project

Last year a potential project was presented to the Commission to participate in a stormwater connection along Southside Park Court to allow for the construction of a new facility for Genesis Products along with the development of several other vacant parcels on both Kercher Road and Eisenhower Drive South. These properties are located within the Kercher Wellfield capture zone, which prohibits any infiltration of stormwater into the ground and requires connection into other systems. The existing systems within close range to these lots are all at capacity. The Commission supported the project and granted staff permission to solicit bids for construction of the public infrastructure component, which includes the installation of a controlled release stormwater connection to the existing stormwater main in Kercher Road.

Only one bid was received on April 18th. The bid was from Niblock Excavating, Inc. for a total cost of \$275,016. The bid price is approximately \$30,000 more than the engineer's estimate that was provided last October. However, in light of the substantial increases in construction materials across the board, we are commending that the project be awarded to Niblock and are requesting authorization to execute the agreement. The substantial completion date for this project will be July 15th of this year.

Genesis is actively working on their expansion plans for the various vacant parcels in this immediate area and the new stormwater connection will allow them to fully build out their plans to complete their Goshen campus.

AGREEMENT
FOR
GENESIS PRODUCTS PLANT 10 – KERCHER ROAD CROSSING

THIS AGREEMENT is entered into on _____, 2022, by and between **Niblock Excavating, Inc.** (“Contractor”), whose mailing address is PO Box 211, Bristol, Indiana 46507, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (“City”).

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

1. Scope of Services

- 1.1. Contractor shall perform all work for the Genesis Products Plant 10 – Kercher Road Crossing in accordance with the complete Specification Documents which are incorporated by reference into this agreement. For the purposes of this agreement, all construction work and services shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor, are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: (a) this agreement; (b) the Specification Documents for the Project, including detailed specifications, plans and drawings; and (c) Contractor’s Proposal.

2. Effective Date; Term; Liquidated Damages

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Redevelopment Commission and Contractor.
- 2.2. Contractor shall begin work on the Project as soon as practical and in proper weather conditions after receiving a written notice to proceed from City.
- 2.3. Contractor shall substantially complete the Project by **July 15, 2022**. “Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specification Documents, as may be modified by any written and approved change orders, and the Project is available for its intended use or purpose.
- 2.4. If Contractor does not substantially complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Five Hundred Dollars (\$500.00) per

day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

3. Compensation

- 3.1. City shall pay Contractor for the performance of the work based on established unit prices for the work items as set forth in Contractor's itemized proposal, a copy of which is attached as Exhibit A.
- 3.2. Contractor's itemized proposal is based on unit prices and estimated quantities with a total cost for the Project estimated at Two Hundred Seventy-Five Thousand and Sixteen Dollars (\$275,016.00). This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder. The actual number of units used in the Project may be more or less than the estimated quantities, and payment to Contractor on the contract will be based on the established unit prices and the actual number of units used.
- 3.3. The prices shall cover and include all Contractor's costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment and Retainage

- 4.1. Upon receipt of a detailed invoice, City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.
- 4.2. In accordance with Indiana Code § 36-1-12-14, City shall withhold payment of money from the contract price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, and amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- 4.3. Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- 4.4. Upon Contractor's completion of the Project in accordance with the Specification Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- 4.5. Contractor shall submit to City the detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Redevelopment Department
204 E Jefferson St, Ste 6
Goshen, IN 46528

- 4.6. Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed invoice, except for final payment under Section 4.4. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 4.7. Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.
- 4.8. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

5. Materials and Workmanship; Inspection

- 5.1. All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specification Documents, of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- 5.2. Upon request of City, Contractor shall furnish to City for approval full information concerning products, materials, components, equipment, or supplies that Contractor contemplates using in the Project.
- 5.3. City's representative shall be afforded complete and unhindered access to the work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- 5.4. City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City. Such correction shall also include the removal from the work site.
- 5.5. In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

6. Warranty

- 6.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.
- 6.2. This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.

- 6.3. Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- 6.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

7. Maintenance Bond

- 7.1. Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- 7.2. The maintenance bond shall guarantee that all workmanship and materials used in the Project are in accordance with the Specification Documents. Contractor shall be responsible for removing and correcting all defects due to faulty workmanship and/or materials and shall pay for any damages to other work resulting therefrom which shall be discovered within the guarantee period.
- 7.3. The maintenance bond shall not be released until three (3) years after the acceptance of the work by City.

8. Performance Bond

- 8.1. Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.
- 8.2. The performance bond shall guarantee the faithful and proper performance of the work in accordance with the Specification Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.
- 8.3. The surety on the performance bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

9. Payment Bond

- 9.1. Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the contract.
- 9.2. The payment bond is binding on Contractor, the subcontractor (if any), and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.
- 9.3. The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

10. Independent Contractor

- 10.1. Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- 10.2. Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

11. Non-Discrimination

- 11.1. Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Contractor agrees:

- 11.1.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- 11.1.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- 11.1.3. That there may be deducted from the amount payable to Contractor by City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- 11.1.4. That this contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

12. Employment Eligibility Verification

- 12.1. Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

- 12.2. Before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- 12.3. Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that Contractor subsequently learns is an unauthorized alien.
- 12.4. Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 12.5. City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

13. Drug Testing Program

- 13.1. Contractor, including any subcontractor of Contractor, must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18 et seq. as described in Contractor's written plan submitted with their proposal.
- 13.2. City may cancel or terminate this contract in the event Contractor, including any subcontractor of Contractor, fails to implement the employee drug testing program during the term of the contract for this Project; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the employee drug testing program.

14. Contractor Compliance with Other Laws

- 14.1. In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
 - 14.1.1. Contractor shall not pay cash to any individual employed by Contractor for work done by the individual on the Project.
 - 14.1.2. Contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
 - 14.1.3. Contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
 - 14.1.4. Contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
 - 14.1.5. Contractor shall comply with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- 14.2. In accordance with Indiana Code § 5-16-13-13, Contractor, including any subcontractor of Contractor, shall preserve all payroll and related records for all employees performing work under the Project for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.

15. Indemnification

15.1. Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this contract.

16. Insurance

16.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

16.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

16.3. Contractor shall at least include the following types of insurance with the following minimum limits of liability:

16.3.1. Workers Compensation and Employer's Liability - Statutory Limits

16.3.2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate

16.3.3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

16.3.4. Excess Umbrella Coverage - \$1,000,000 each occurrence

17. Force Majeure

17.1. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

17.2. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

18. Default

18.1. If Contractor fails to perform the work or comply with the provisions of this contract, then Contractor may be considered in default.

- 18.2. It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than thirty (30) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- 18.3. Contractor may also be considered in default by the City if any of the following occur:
- 18.3.1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - 18.3.2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - 18.3.3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - 18.3.4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - 18.3.5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - 18.3.6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
 - 18.3.7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

19. Termination

- 19.1. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- 19.2. City may terminate this contract, in whole or in part, in the event of default by Contractor.
- 19.3. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

20. Subcontracting or Assignment of Contract

- 20.1. Contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

21. Change Orders

- 21.1. If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the

original contract. If the change order requires an increase or decrease in units of materials that are included in the original contract, the cost of these units of materials must be the same as shown in the original contract.

- 21.2. Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

22. Amendments

- 22.1. Any modification or amendment to the terms and conditions of the contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

23. Waiver of Rights

- 23.1. No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

24. Applicable Laws

- 24.1. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this contract are incorporated by reference.
- 24.2. The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this contract by reference.
- 24.3. Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so maybe deemed a material breach of contract.

25. Miscellaneous

- 25.1. Any provision of this contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.
- 25.2. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- 25.3. These documents shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- 25.4. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

26. Severability

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

27. Binding Effect

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

28. Authority to Execute

28.1. The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

City of Goshen, Indiana
Goshen Redevelopment Commission

Niblock Excavating, Inc.

Becky Hutsell, Redevelopment Director

Date: _____

Printed: _____

Title: _____

Date: _____

EXHIBIT A
Contractor's Itemized Proposal

PART 2 – PROPOSAL
ITEMIZED BID FORM
Genesis Products 10 -Kercher Road Crossing

Contractor proposes to furnish all necessary supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals, for the established unit prices for the work items set forth below.

Contractor acknowledges that the evaluation of proposals shall be based on such sum and further acknowledges that the quantities stated are estimates only and solely for the purpose of comparing proposals and determining the lowest bidder. Contractor further understands that compensation for all work required to complete the Project will be based on the unit prices for the work items and the actual number of units used in the Project.

By submitting a proposal, the Contractor agrees that the proposal and price(s) shall remain firm for a minimum period of sixty (60) days after the opening of the proposals.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Construction Engineering	1	LS	6,600.00	6,600.00
2	Mobilization and Demobilization	1	LS	12,751.00	12,751.00
3	Maintenance of Traffic	1	LS	26,989.00	26,989.00
4	Construction Notice Board	1	LS	1,500.00	1,500.00
5	Clearing of Right of Way	1	LS	12,441.00	12,441.00
5A	Pipe, Remove	55	LFT	21.00	1,155.00
6	Earthwork	1	LS	19,164.00	19,164.00
7	Temporary Erosion and Sediment Control	1	LS	19,086.00	19,086.00
8	Compacted Aggregate for Base, No. 53	30	TON	63.00	1,890.00
9	HMA Patching, Full Depth, Type B	20	TON	290.00	5,800.00
10	Asphalt for Tack Coat	80	SYD	4.00	320.00
11	Concrete Sidewalk, 5"	35	SYD	149.00	5,215.00
12	Concrete Curb and Gutter	30	LFT	75.00	2,250.00
13	Seeding	900	SYD	6.00	5,400.00
14	Storm Sewer Pipe, Circular, PVC SDR 35, 15 IN.	20	LFT	177.00	3,540.00
15	Pipe, Bore and Jack, Steel Casing, 24 IN.	99	LFT	1,181.00	116,919.00
16	Standard Manhole, 48"	2	EA	2,993.00	5,986.00
17	Water Main, 12 IN.	55	LFT	342.00	18,810.00
18	Water Main Elbow, 45 Degree, 12 IN.	4	EA	1,550.00	6,200.00
19	Pavement Markings	1	LS	3,000.00	3,000.00
TOTAL AMOUNT OF BASE BID:				\$275,016.00	



**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 by David Stump to Amend Purchase Agreement

DATE: May 10, 2022

In March 2015, the Redevelopment Commission approved an Agreement for the Sale and Purchase of Real Estate for 323 S. 6th Street and 211 E. Madison Street. Per the agreement, the Commission agreed to sell the properties to David Stump for a total of \$61,500 (\$58,000 for 323 S. 6th Street and \$3,500 for 211 E. Madison Street) with the following conditions:

1. Within eight (8) years of the closing, Purchaser agrees to do the following:
 - a. Covert the 6th Street real estate into a single-family residence;
 - b. Incorporate the Madison Street real estate into the 6th Street real estate, creating one (1) real estate parcel;
 - c. Demolish the structure on the Madison Street real estate.
2. Purchaser agrees to execute a mortgage in favor of the City in the amount of \$25,000 for the 6th Street property and \$15,000 for the Madison Street property to secure the Purchaser's agreement to covert the 6th Street real estate into a single-family residence, to demolish the structure on the Madison Street real estate and to combine the two parcels into one residential lot. City agrees to release the mortgages without additional payment from Purchaser as soon as the conditions are met.

Per the agreement, the conditions are to be met no later than April 30, 2023.

We have received a request from David Stump to amend the agreement. His written request is attached to this memo along with a copy of the 2015 executed agreement. Any amendment to the agreement would require approval by the Commission.

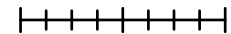


The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.



Feet

0 20 40 80



1 inch = 75 feet

323 S 6th St & 211 E Madison St

Information as of
May 2022

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

May 4th, 2022

RE: Request for amendment to agreement for purchase of 211 E Madison St and 323 S 6th Street

To Whom it May Concern:

I would like to request that the Redevelopment Commission allow an amendment to a portion of the purchase agreement and deed restrictions from a 2015 agreement. More specifically, the required demolition of the building at 211 E Madison by April 30, 2023. Under former ownership, the building sat vacant for several years and had fallen into disrepair. Since closing on this building, I have kept a quality tenant who has dramatically increased the condition both inside and out of this property. She has been operating a successful, necessary business at this address since taking possession in 2016. There are similar business types neighboring this property along the north side of Madison Street. The current tenant of 211 E Madison Street has expressed interest in buying the building, currently being used as a barber shop, and the property located at 323 S 6th Street together. I am available to be reached by phone or email, should you have any additional questions or concerns. Thank you for your consideration.

Sincerely,

David T. Stump

574-238-0929

stumprealestate@gmail.com

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into this 17th day of March, 2015, by and between David T. Stump and Sara Stump, Husband and Wife, hereinafter referred to as "Purchaser," and the City of Goshen, Indiana for the Use and Benefit of the Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as "City".

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, City agrees to sell and Purchaser agrees to purchase the following tract of real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as 323 S. Sixth Street, Goshen, Indiana (Sixth Street Real Estate), and more particularly described as follows:

Lot Numbered Thirty-eight (38), less and excepting the West sixty feet (60') thereof, as said lot is known and designated on the recorded Plat of Second South Addition, sometimes known as Barnes Second South Addition to Goshen; said Plat being recorded in Deed Record 15, page 489 in the Office of the Recorder of Elkhart County, Indiana.

And the following tract of real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as 211 E. Madison Street, Goshen, Indiana (Madison Street Real Estate) and more particularly described as follows:

Sixty feet (60') off and from the West end of Lot Numbered Thirty-eight (38) as said lot is known and designated on the recorded Plat of Second South Addition, sometimes known as Barnes Second South Addition to Goshen; said Plat being recorded in Deed Record 15, page 489 in the Office of the Recorder of Elkhart County, Indiana.

The real estate shall include all land, all pertinent rights, privileges and easements and all buildings and fixtures in their present condition.

PURCHASE PRICE

Purchaser agrees to pay and City agrees to accept the total sum of Fifty Eight Thousand Dollars (\$58,000.00) for the Sixth Street Real Estate and Three Thousand Five Hundred Dollars (\$3,500.00) for the Madison Street Real Estate to be paid in full at the closing.

CLOSINGS

A closing for the Sixth Street Real Estate will be held on or before April 30, 2015 unless both parties agree, in writing, to a later closing date. The real estate is currently rented. Purchaser does not want Seller to remove the existing tenants. Control over the real estate will be transferred to Purchaser on the date of closing.

A closing for the Madison Street Real Estate will be held on or before June 30, 2016. Possession of the real estate will be transferred to Purchaser on the date of the closing.

Parties will equally share the cost of the closing agent at each of the closings.

ADDITIONAL CONSIDERATION FOR SIXTH STREET REAL ESTATE

As additional consideration to induce City to sell the Sixth Street Real Estate, Purchaser agrees as follows:

- a) Within six (6) months of the closing, Purchaser will repair the gutter system on the house so that water will properly flow away from the house;
- b) Within six (6) months of the closing, Purchaser will make such repairs as are necessary to provide sufficient water pressure to the upstairs bathroom;
- c) Within eight (8) years of the closing, Purchaser agrees to do the following:
 - 1) Convert the Sixth Street Real Estate into a single family residence;
 - 2) Incorporate the Madison Street Real Estate into the Sixth Street Real Estate, creating one (1) real estate parcel.
 - 3) Demolish the structure on the Madison Street Real Estate.
- d) Purchaser agrees to execute a mortgage in favor of City in the amount of Twenty Five Thousand Dollars (\$25,000.00) to secure Purchaser's agreement to convert the Sixth Street Real Estate into a single family residence, to demolish the structure on the Madison Street Real Estate and to combine the Madison Street Real Estate and the Sixth Street Real Estate into one single family residential parcel. City agrees to release the mortgage without additional payment from Purchaser as soon as the Sixth Street Real Estate is converted into a single family residence, the structure on the Madison Street Real Estate is demolished and the Sixth Street Real Estate and Madison Street Real Estate are combined into one single family residential parcel.

ADDITIONAL CONSIDERATION FOR MADISON STREET REAL ESTATE

As additional consideration to induce City to sell the Madison Street Real Estate, Purchaser agrees that:

- a) Within eight (8) years of the closing, Purchaser will demolish the structure on the Madison Street Real Estate and combine the Madison Street Real Estate with the Sixth Street Real Estate into one single family residential parcel.

- b) Purchaser agrees to execute a mortgage in favor of City in the amount of Fifteen Thousand Dollars (\$15,000.00) to secure Purchaser's agreement to demolish the structure on the Madison Street Real Estate and to combine the Madison Street Real Estate with the Sixth Street Real Estate to create one single family residential parcel. City agrees to release the mortgage without additional payment from Purchaser as soon as the structure on the Madison Street Real Estate is demolished and the Madison Street Real Estate and the Sixth Street Real Estate are combined into one single family residential parcel.

USE OF MADISON STREET REAL ESTATE

- a) City reserves the right to use or permit another party to use the Madison Street Real Estate between the execution of this Agreement and the closing of the Madison Street Real Estate.
- b) City agrees to deliver possession of the Madison Street Real Estate to Purchaser in substantially the same condition as the real estate is in at the time of the execution of this Agreement.

TAXES

City shall pay the real estate taxes and assessments, including stormwater assessment, for 2014 due and payable in 2015 for each parcel of real estate. City agrees to pay the real estate taxes for 2015 payable in 2016 pro rated to the date of the closing. Purchaser agrees to pay all real estate taxes and assessments for 2015 payable in 2016 pro rated from the date of closing and agrees to pay the real estate taxes and assessments for 2016 payable in 2017 and all real estate taxes and assessments thereafter.

WARRANTY DEED

City shall deliver to Purchaser a warranty deed conveying to Purchaser a merchantable title to the real estate free and clear of all liens and encumbrances, except conditions of record including zoning restrictions, taxes and assessments for each real estate parcel purchased.

RISK OF LOSS

City shall assume the risk of loss until the closing at which time Purchaser shall assume the risk of loss.

USE OF REAL ESTATE

- a) Purchaser agrees to use real estate and any structure or facility on the real estate in accordance with all applicable laws and regulations of any government entity or public authority.
- b) Beginning eight (8) years after the execution of this Agreement, Purchaser agrees to use the Sixth Street Real Estate only as a single family residence. This provision is not intended to prohibit or restrict the rental of the Sixth Street Real Estate as a single family residence.

WARRANTIES

City warrants that City will convey a good and merchantable title to Purchaser. City makes no warranty, express or implied, that the real estate is suitable for any particular purpose. Purchaser has made their own inspection of the real estate and relies solely upon Purchaser's observation in deciding to purchase the real estate. The real estate is sold in its present condition AS IS and without any warranty of habitability, except City's obligation to deliver possession of Madison Street Real Estate in substantially the same condition as its condition at the time this Agreement is executed.. Purchaser does not rely upon any representation of City or any agent of the City which is not contained in this written Agreement.

TITLE INSURANCE

At the time of closing, City agrees to provide Purchaser with a deed conveying a merchantable title to the real estate and a policy of title insurance in standard ALTA owner's form insuring the title to the real estate to be conveyed by Seller to City in an amount equal to the purchase price to be free of defects except such defects that are included in the standard exceptions forming a part of such policies.

NON COLLUSION CLAUSE

The Purchaser has not, nor has any employee, representative or agent, directly or indirectly, entered into or offered to enter into any combination or agreement relative to the price to be proposed for the Madison Street Real Estate or the Sixth Street Real Estate nor taken any action to prevent a person from submitting a proposal; or to induce a person to refrain from submitting a proposal to purchase either parcel of real estate.

DEFAULT

- a) If either party to this agreement fails to do any act required or fails to conform to any term or condition, such party shall be considered in default as follows:
 - 1) If the default is because of non-payment of any of the obligations in this agreement, and the non payment continues for a period of thirty (30) days.
 - 2) If the default is because of any obligations other than payment, the default must continue to occur for thirty (30) days after the party in default is given written notice of default by the other party.
- b) Upon breach, the non-breaching party may seek any and all remedies available in law or in equity including the right to seek specific performance.

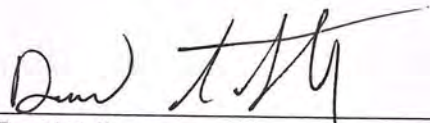
MISCELLANEOUS

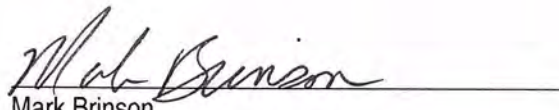
- a) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
- b) In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
- c) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys fees.
- d) In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- e) All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- f) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Purchaser and City.

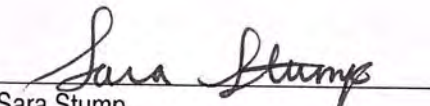
IN WITNESS WHEREOF, the parties have set their hands to this Agreement the day and year first written above.

Purchaser

City

By: 
David T. Stump


Mark Brinson
Community Development Director
Goshen Redevelopment Commission
City of Goshen, Indiana

By: 
Sara Stump

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 **April 12, 2022 through May 5, 2022** and finds that entries are allowed in the total amount of **\$45,608.26**

APPROVED on May 10, 2022

Vince Turner, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 04/12/2022 through 05/05/22

473-560-00-431.0502		SOUTHEAST TIF/Contractual Services	
5/5/2022	American Structurepoint, Inc. (03093)		\$6,075.80
5/5/2022	Boarman Kroos Vogel Group, Inc.		\$2,458.34
Line Total for Period:			\$8,534.14
473-560-00-439.0930		SOUTHEAST TIF/Other Services & Charges	
5/5/2022	The Goshen News (00115)		\$73.98
Line Total for Period:			\$73.98
474-560-00-431.0502		Lippert/Dierdorff Contractual Services	
5/5/2022	The Goshen News (00115)		\$88.14
Line Total for Period:			\$88.14
480-560-00-431.0502		RR/US 33 TIF/Contractual Services	
5/5/2022	A & Z Engineering, LLC		\$5,183.50
5/5/2022	A & Z Engineering, LLC		\$31,618.29
Line Total for Period:			\$36,801.79
480-560-00-439.0930		RR/US 33 TIF/Other Services & Charges	
5/5/2022	City of Goshen Utilities		\$23.64
5/5/2022	The Goshen News (00115)		\$86.57
Line Total for Period:			\$110.21
Total Expenditures for Period:			\$45,608.26



May 2022 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. Based a discussion with Norfolk Southern in November of 2021, NS has not begun their design work yet. 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.
- – 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. The project is expected to be completed in TBD.
- – 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”.

The City met with the Federal Railroad Administration (FRA) and INDOT at the end of July 2019 to review the plan’s implementation status and finalize the proposed changes. An addendum to the Notice of Intent with the proposed changes have been submitted to FRA, INDOT, and Norfolk and Southern for comment.

A review of the Madison Street railroad crossing occurred with INDOT and Norfolk Southern (NS) on February 19, 2020. NS noted the design would take 12 to 18 months to complete, but that timeline was established before COVID. Contact was made with INDOT on August 4, 2021, and they will assist by having an invoice sent to initiate the work.

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 the creek to just past Troyer Carpets and Steury Avenue from Lincoln to the “S” curves. The water main project, which

was a Water Utility project, east of Steury Avenue, was completed in December 2020, with successful improvement of fire flow capability in East Goshen. The plan is to bid the remaining work for East Lincoln and Steury Avenue this to allow for construction to begin in 2022. NIPSCO has recently completed the relocation of the electric lines. We intend to bid yet this year but will likely be able to complete only a portion of the work in 2022 with the second half being completed in 2023.

PROJECT: KERCHER ROAD RETENTION AREA

PROJECT DESCRIPTION

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

PROJECT UPDATE

All work has been completed on the first phase of this project. An easement needs to be acquired from Benteler, and then the project can be bid. Goshen Engineering continues to work towards bidding this project. Construction is planned for 2022.

PROJECT: PLYMOUTH AVENUE AREA STORMWATER PROJECT

PROJECT DESCRIPTION

The city owns an existing stormwater facility located on the south side of State Road 119 and east of Lighthouse Lane. This facility does not adequately address the stormwater issues in the area. The project will supplement existing public stormwater facilities by constructing additional interconnecting detention areas in partnership with the developer of The Crossing, a residential subdivision. The project will also include the extension of Lighthouse Lane to connect to The Crossing.

PROJECT UPDATE

The agreement negotiation with the Barak Group, LLC, ended without an agreement. Agreements are in place with the adjoining property owners to allow the drainage improvements to proceed. To avoid loss of the collected TIF funds, Civil City is partnering with the Redevelopment Commission to fund the stormwater design. Bids were received on December 6. HRP was awarded a contract in December to complete the construction work and intends to begin late spring. All work is to be complete by November of this year.

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

A Request for Proposals (RFP) was issued in April, 2021, with the initial round of proposals due May 11. A development proposal has been received from Anderson Partners LLC to build a mixed-use project consisting of approximately 150 apartments and 5,000 square feet of commercial space. The Redevelopment Commission has approved a development agreement with the developer and it will be taken to the City Council for approval on April 18th.

PROJECT: MULTI-USE PAVILION AND ICE RINK

PROJECT DESCRIPTION

A market analysis/feasibility study was completed in October 2017 to evaluate the ice rink/multi-use pavilion project on the west side of the Millrace Canal and the results were favorable. The concept is to have a parks' department operated facility that will function year-round for programming and events. Public feedback was incorporated into the study and all interviewed community members are in support of the idea. The City has received a \$300,000 grant from the Regional Cities initiative and \$1,000,000 from the Elkhart County Community Foundation. Mayor Stutsman has received a \$1,000,000 anonymous private commitment and he continues to talk with other potential donors to fulfill the costs of the project. The Commission has pledged \$2,500,000 as part of the approval of our 5 Year Capital Plan.

PROJECT UPDATE

The Mayor has asked to place this project on hold until the financial impact of the COVID-19 virus can be determined. (See the update on the Madison Street Bridge Improvement for current activity in this area).

PROJECT: RIVER ART

PROJECT DESCRIPTION

A Development Agreement is currently in place with InSite Development for development of an apartment complex (River Art) at the northwest corner of 3rd and Jefferson. The renovation of the north end of the Hawks building was part of the same agreement and this portion of the work is now complete.

PROJECT UPDATE

Agreement Amendment #2 is being brought to the Commission this month for approval and includes the time extensions discussed at the February meeting. Per the amendment, InSite is to provide updated plans for approval by August of this year with a commitment to commence construction by June 1, 2023.

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 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. Once a contractor is under contract, property owners can begin their work. For those that did not sign-up for the 2022 vault closure program, the City will need to implement an ordinance to compel further action.

PROJECT: EISENHOWER DRIVE RECONSTRUCTION

PROJECT DESCRIPTION

Eisenhower Drive North and South's pavement has been chip and sealed multiple times in the last ten years and is ready for reconstruction. Goshen Engineering has prepared bid documents for the full reconstruction of the pavement cross section.

PROJECT UPDATE

The project was bid in November 2020, and awarded in December to Phend and Brown. Construction is still ongoing. The contractor was to have been complete with their work by August 15, but that deadline was not met. The contractor, A meeting with the contractor is scheduled for December 9, 2021, to discuss uncompleted project items and contract responsiveness. With landscape restoration issues outstanding, this project will not be closed until 2022.

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

The Redevelopment Commission issued an RFP for the Millrace Townhome site on River Race Drive and received two proposals. A committee was established to review both proposals and make a recommendation to the board. The committee, which included members of the Redevelopment Commission, the Mayor and City staff, recommended that the Commission select the proposal from Insite Development as the preferred project. The proposed project includes 16 town homes, ranging in size from 2,500 to 3,000 square feet. All homes would feature private garages, decks and courtyards. Total private investment is projected to be \$4.2 million, with construction being completed in 2020.

At the December Redevelopment meeting, the Commission authorized staff to negotiate a development agreement with Insite Development.

PROJECT UPDATE

An Agreement Amendment is being brought to the Commission this month for approval and includes the time extensions discussed at the February meeting. Per the amendment, InSite is to provide updated plans for approval by August of this year with a commitment to commence construction by June 1, 2023.

PROJECT: COLLEGE AVE FROM US 33 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 2025.

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

The City and American Structurepoint continue to work out the final professional services design fee.

PROJECT: WATERFORD MILLS PARKWAY FROM SR 15 TO CR 40

PROJECT DESCRIPTION

The next phase of the Waterford Mills Parkway project will be to extend the road to the west and connect to CR 40, east of the existing bridge. The City of Goshen and Elkhart County will be working together to design and build this project, with the County taking the lead role.

PROJECT UPDATE

The County has prepared preliminary analysis of possible alignments, including a “no build” option. The County hired Lochmueller Group to conduct a traffic study, to further evaluate the options and prepared an interlocal agreement, which defined the roles and responsibilities of both parties in the design and construction of this

roadway. At this time, no action is triggered by the traffic study but will be amended if circumstances change with further development within the Southeast TIF.

PROJECT: MADISON STREET BRIDGE REPLACEMENT

PROJECT DESCRIPTION

The Madison Street bridge is approaching its end of life, and has a load restriction established. If development plans for the west side of the canal are undertaken, the bridge will need to be replaced prior to the development occurring.

PROJECT UPDATE

On September 8, 2020, the Redevelopment Commission approved the issuance of a Request for Proposals (RFP) for design services. The project design is being completed and will be shelved until the status of the site changes, or the condition of the bridge worsens, or the bidding environment becomes more favorable.

PROJECT: SOUTH FIRE STATION STUDY

PROJECT DESCRIPTION

The Five-Year Capital Plan includes the construction of a new south fire station. There is \$200,000 allocated for design and an additional \$4 million earmarked for construction. 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

A draft of the Final Report is being reviewed by staff and will be brought to the Commission in May for approval. Financing options for construction of the new facility will be discussed at the same meeting.

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

The Commission approved the issuance of RFP for design of the street improvements but issuance was delayed until the RDC was able to acquire the property at 113 W Jefferson Street. A contract has been executed with A&Z Engineering to complete necessary survey work for this area. As of December 2021, the survey work is complete and the geotechnical engineer is scheduling the soil borings for the first part of February. The design will be completed for a spring bid, but staff is cautiously watching the material prices and contractor availability.

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 City and County worked with JPR to complete a Traffic Impact Study (TIS) for the area based upon the new court complex and the changes in traffic patterns that can be expected. The report is now complete and has been approved by INDOT. Elkhart County has confirmed their funding commitment for the overall project and A&Z Engineering has been hired to complete the design. It's anticipated that the project will be ready to bid in 2022 or early 2023. The Commission granted permission to begin the process of obtaining appraisals for the impacted properties and more information will be provided once appraisals are complete.

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.

PROJECT UPDATE

Goshen Utilities is in negotiation of for the additional land purchase, but is working through the due diligence process to verify potential environmental concerns in the soil and groundwater. At the Board of Works meeting on March 1, 2021, agreements with Roberts Environmental and Peerless Midwest were approved to complete the due diligence process. A meeting with the Indiana Department of Environmental Management occurred, and the Water Utility will be hiring a consultant to assist with planning and design for water system improvements.

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, a RFP for design services will be issued. Optimistically, construction is anticipated to occur in 2022.

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

We anticipate issuing bids for all of the components of this project on April 15th with bids due back by May 9th. More information will be brought to the Commission for the May meeting.

PROJECT: PARK DEPARTMENT MAINTENANCE BUILDING

PROJECT DESCRIPTION

The Goshen Parks Department needs to relocate its existing maintenance building which is located in a floodway in Shanklin Park. The Redevelopment Commission has offered the property between Plymouth Avenue and Jackson Street, adjacent to the east side of the railroad. The Commission has also allocated \$1.0 million toward the cost of designing and constructing the new facility.

PROJECT UPDATE

We intend to rebid this project this month with bids due back in late May. We'll be bringing a contract recommendation to the Commission for award in June.