



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF August 8, 2023**

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

The Goshen Redevelopment Commission will meet on August 8, 2023 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. DISCUSSION

Vacant Lot at 417 South Third Street

5. NEW BUSINESS

Resolution 25-2023 – Partial Forgiveness of Loans to Goshen Theater, Inc.

Resolution 26-2023 – Request to Authorize Execution of Agreement Amendment #2 with Nuway Construction for the New Goshen Park Maintenance Building Construction Project

Resolution 27-2023 – Resolution of the Goshen Redevelopment Commission Accepting Transfer of Regent Street Real Estate

Resolution 28-2023 – Request for an Amendment to the Terms of the Sale and Purchase of Real Estate at 65736 State Road 15

Resolution 29-2023 – Request to Solicit Bids for the Roadway Construction Project

Resolution 30-2023 – Acquisition of Real Estate at 1723 Reliance Road

6. PRESENTATION

5 Year Capital Plan

7. APPROVAL OF REGISTER OF CLAIMS

8. MONTHLY REDEVELOPMENT STAFF REPORT

9. 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.

10. ANNOUNCEMENTS

Next Regular Meeting – September 12, 2023 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of July 11, 2023

The Goshen Redevelopment Commission met in a regular meeting on July 11, 2023 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

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

Present: Brian Garber, Andrea Johnson, Brett Weddell and Bradd Weddell

Absent: Brianne Brenneman and Steve Brenneman

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the minutes of the June 13, 2023 regular meeting.

The motion was adopted unanimously.

Resolution 18-2023 – Award Bid and Authorize Negotiation and Execution of Agreement for Tenth Street Reconstruction from Jackson Street to Reynolds Street

(:45) Dustin Sailor, Director of Public Works, a RFP was issued and four bids were received. With this bid there was a base bid and two alternatives. Bid Alternate No. 1 is for roadway improvements on Reynolds Street between Tenth Street and the railroad tracks with a bid of \$4,248,803.95. Bid Alternate No. 2 is for the installation of a two-color block road verses the standard single-cover surface that Goshen has installed on Jefferson Street. Alternate Bid No. 2 represents a \$41,050 increase over the base bid. Would like the Commission to make the decision between the two. Staff recommends to award to Niblock Excavating as the lowest responsible and responsive bidder.

Discussion regarding the alternate bids and the two-color blocks. After discussion, the Commission decided to proceed with Bid Alternate No. 1 for \$4,248,803.95.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to amend the resolution to read in paragraph number 4, item number 1, The bid for the Project is awarded to Niblock Excavating for Base Bid in addition to Alternate Bid No. 1 as the most responsible and responsive bidder.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 18-2023 as amended.

The motion was adopted unanimously.

Resolution 21-2023 – Resolution of the Goshen Redevelopment Commission Pledging TIF Revenues for the 9th Street Corridor Allocation Area

(11:15) Becky Hutsell, Redevelopment Director, as part of the Economic Development Agreement approved with AP Development, LLC for the Ariel Cycleworks project, the Commission and Council has agreed to provide 100% TIF revenues towards bond repayment for the project for the allocation's area's term of 25 years. This resolution is the formal document required to confirm that pledge. The next step is to go to Council to start the bond process.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 21-2023.

The motion was adopted unanimously.

Resolution 22-2023 – Accept Committee Recommendation to Negotiate a Purchase Agreement with AP Development, LLC for 3rd & Jefferson Street Redevelopment Property
(12:45) Becky Hutsell, Redevelopment Director, a Request for Proposals was issued in March for the 3rd and Jefferson Street redevelopment property. One proposal was received and opened May 15th and referred to the Selection Committee for review. AP Development originally submitted for this property and the Millrace Townhomes site with the condition they would need both projects bundled together. The Selection Committee desired to move forward with Viewrail proposal for the townhome site. AP Development indicated they still want to do the project and to continue to grow with Goshen. Their plan is to build 22 workforce plus townhomes.

Commission member asked what workforce plus housing is and Dan Beecher, Director of Project Development with AP Development, stated that the typical workforce is 80-120% AMI and workforce plus is 80-140/150% AMI.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 22-2023.

The motion was adopted unanimously.

Resolution 23-2023 – Interlocal Agreement with the County of Elkhart for Public Drainage Infrastructure Project
(15:30) Becky Hutsell, Redevelopment Director, this Interlocal has been a work in progress for the past 15 months as the project was designed and has continued to evolve. The roadway improvements are now an LPA project with funding assistance from MACOG. The City has been awarded the funds with a construction year of 2027. Because some of the planned drainage improvements will not occur until the roadway is constructed and this agreement details both the final plan for how it will work at that time as well as the measures that will be implemented now.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 23-2023.

The motion was adopted unanimously.

Resolution 24-2023 – Agreement Amendment #3 with American Structurepoint, Inc. for Quiet Zone
(19:20) Dustin Sailor, Director of Public Works, the City has renewed conversations with Norfolk Southern regarding the West Madison Street crossing which is the key point for the quiet zone. American StructurePoint has assisted the City through the years on similar work and has offered a proposal in the amount of \$48,495.00 to complete the tasks needed to apply for the quiet zone. Two part approval, Board of Works approved yesterday and now for Commission approval.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 24-2023.

The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the payment of the Register of Claims totaling \$781,906.27

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Becky Hutsell, Redevelopment Director, no major updates and we are working on reformatting the staff report. Update on Consolidated Courts Roadway Improvement project.

OPEN FORUM

Commissioner Brett Weddell told the Commission that the City Council passed the Cherry Creek Development Agreement. Commission needs to be supportive of first responders needed for the new developments. Civil City will need help from the Commission to navigate those expenses.

Commissioner Garber asked about the pending lawsuit and Commission Attorney Stegelmann respond that we have no response from the court yet.

Commissioner Brett Weddell asked about the lien on the north side of the Hawks building. Mr. Stegelmann responded that process has started.

Commissioner Garber asked about the East Goshen Steury project and Ms. Hutsell responded that plans are at 95% and intention is to bid August/September.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for August 8, 2023 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

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

APPROVED on August 8, 2023

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Brianne Brenneman, Secretary

RESOLUTION 25-2023

Partial Forgiveness of Loans to Goshen Theater, Inc.

WHEREAS, Goshen Theater, Inc., (“Theater, Inc.”) and the City of Goshen, Indiana acting by and through the Goshen Redevelopment Commission (“Redevelopment”) entered into an agreement dated March 1, 2019 (hereinafter the “Agreement”) to fund a portion of the repair and renovation of the Goshen Theater located at 216 South Main Street, Goshen, Indiana (“Goshen Theater”).

WHEREAS, Redevelopment provided Theater, Inc. loans, one loan in the amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) and one loan in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00), to acquire the theater and partially fund the repair and renovation of the Goshen Theater.

WHEREAS, Redevelopment agreed to forgive the loans if Theater, Inc. met certain terms and conditions.

WHEREAS, Theater, Inc. has completed the repairs and renovations described in Exhibit A attached to the Agreement and continues to use the Goshen Theater for performances, concerts, shows, and exhibitions which are open to the general public, such constituting the terms and conditions for loan forgiveness per the Agreement.

WHEREAS, as of July 12, 2022, per the Agreement, Redevelopment has forgiven Five Hundred Ninety-five Thousand Dollars (\$595,555) of the loan of Eight Hundred Fifty Thousand Dollars (\$850,000), leaving a loan balance of Two Hundred Fifty-five Thousand Dollars (\$255,000).

WHEREAS, as of July 12, 2022, per the Agreement, Redevelopment has forgiven Sixty Thousand Dollars (\$60,000) of the loan of One Hundred Fifty Thousand Dollars (\$150,000), leaving a loan balance of Ninety Thousand Dollars (\$90,000).

BE IT THEREFORE RESOLVED, that pursuant to the Agreement, Redevelopment forgives Eighty-five Thousand Dollars (\$85,000) of the loan of Eight Hundred Fifty Thousand Dollars (\$850,000) given to Theater, Inc. to partially fund the repair and renovation of the Goshen Theater. The remaining One Hundred Seventy Thousand Dollars (\$170,000) of that loan will be forgiven in the amount of Eighty-Five Thousand Dollars (\$85,000) a year provided that the Goshen Theater is maintained as a public venue for arts and entertainment open to the general public and owned by a nonprofit entity, per the Agreement. The next loan forgiveness will occur on July 1, 2024. The final forgiveness should occur on July 1, 2025.

BE IT FURTHER RESOLVED, that pursuant to the Agreement, Redevelopment forgives all accrued interest plus Thirty Thousand Dollars (\$30,000) of the loan of One Hundred Fifty Thousand Dollars (\$150,000) given to Theater, Inc. to acquire the Goshen Theater. The remaining Sixty Thousand Dollars (\$60,000) of that loan will be forgiven in the amount of Thirty Thousand Dollars (\$30,000) a year, along with accrued interest, provided that the Goshen Theater is used at least sixty percent (60%) of the time for performances, concerts, shows, and exhibitions open to the general public, per the Agreement. The next loan forgiveness will occur on July 1, 2024. The final forgiveness should occur on July 1, 2025.

PASSED and ADOPTED by the Goshen Redevelopment Commission on August _____, 2023.

Brian Garber, President

Brianne Brenneman, Secretary

RESOLUTION 26-2023

Approve Request to Execute Agreement Amendment No. 2 with Nuway Construction for the New Goshen Parks Maintenance Building Construction Project

WHEREAS in June 2022 a contract was awarded to Nuway Construction for the new Parks Maintenance facility at 610 East Plymouth Street.

WHEREAS items outside of the original scope have been identified.

WHEREAS this results in an increase of \$48,530.00 for a new total contract price of \$2,538,113.06. All project deadlines and other terms and conditions will remain the same.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Agreement Amendment No. 2 with Nuway Construction and Redevelopment Director Becky Hutsell is authorized to execute the Agreement Amendment No. 2 on behalf of the Goshen Redevelopment Commission and the City of Goshen.

PASSED and ADOPTED on August 8, 2023

Brian Garber, President

Brianne Brenneman, 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

RE: Request to Authorize Execution of Agreement Amendment #2 with Nuway
Construction for the New Goshen Parks Maintenance Building Construction Project

DATE: August 8, 2023

A contract was awarded to Nuway Construction for the new Parks Maintenance facility at 610 E. Plymouth Avenue in June. Since that time, material acquisition and utility coordination has been underway and it is anticipated that site work will begin within the next several weeks.

To date, two items outside of the original scope have been identified and are as follows:

1. Wall Thickness Change - \$466.00

Cost to change west wall of the two (2) restrooms and the east wall of the break room to be an 8" thick wall. Included additional costs for the larger studs as well as changing two (2) door frames to accommodate the larger width.

2. Credit for using Reinforced Concrete Pipe – (\$5,500.00)

Credit for using 12" Reinforced Concrete Pipe over what was specified on the plans for the structures and the two (2) drive culverts.

3. Costs for Using 2-3/8" Insulation Board - \$587.00

Costs associated with utilizing 2-3/8" insulation board instead of 3/4" insulation board.

4. 11-gauge Galvanized Gutter Support Hangers - \$1,948.00

Costs to complete the install of the 11-gauge galvanized gutter support hangers. Plans originally called for 22-gauge but it was determined that the 11-gauge would be a better long-term product.

5. Jobsite Security Package - \$644.00

Costs to provide and install jobsite security package to include: jobsite camera, motion sensor, spotlight and base station with hotspot. Utilized as a temporary measure until fencing could be installed to secure the jobsite.

6. Larger Conduit for Future EV Chargers - \$2,357.00

Costs to complete the install of (4) 1-1/2" PVC conduits in lieu of the (4) 1" conduits shown on the plans. Change order total includes a credit for the previously planned 1" conduit.

7. Additional Downspouts - \$3,845.00

All labor, material and equipment included to complete the install of (4) additional downspouts.

8. Addition of Receptacles for Mechanical Room and Office - \$842.00

Cost included the following electrical changes: furnish and install (3) 20-amp 125-volt duplex outlets and necessary wiring and furnish and install (1) data backbox with 1" conduit stub above the ceiling in Office 100.

9. Changes to East Side Downspouts - \$20,717.00

Costs included in the change order include the following: 1) excavate to open existing downspout line and main line, 2) demo and remove existing pipe, 3) install new 4" SDR35 solvent weld downspout line from existing 6" wye to downspout, 4) install 6" flexible ribbed pipe around the 4" line from the 90 deg bend to the 45 into the wye, 5) backfill and compact excavated area, 6) re-grade stone subgrade, 7) provide and install additional rebar for concrete apron at downspout locations and 8) brace downspout lines in concrete form.

10. Power and Data Conduit for Time Clock - \$851.00

Cost to provide and install (1) 20-amp 125-volt duplex outlet and (1) data backbox with 1" conduit stub above the ceiling.

11. Gate for Mezzanine - \$7,816.00

Costs included to modify existing guardrail on mezzanine and add a sliding gate to include the following: 1) an approximately 120"x42" rolling gate, 2) 240" steel track attached to concrete floor, 3) manually operated with a handle to open and close gate to eliminate pinch points and 2" square mesh infill to match existing guardrail.

12. Remediation of Unsuitable Soils on the Southwest Side of Site - \$9,059.00

Costs include labor, material and equipment to complete the remediation of unsuitable soils on the southwest side of the site. Included removal of existing soil, installation of #2 limestone, filling and regrading of the area.

13. Additional Gate for South Side - \$4,898.00

Cost included delivery and installation of (1) 10' wide by 8' tall swing gate at the southeast side of the site. Required to permit access to the greenspace with a mower.

In total, we are requesting approval of an amendment totaling \$48,530.00. The original agreement was \$2,472,058.06 and we've previously approved an amendment totaling \$17,545.00. This change increases that total contract amount to \$2,538,133.06. All project deadlines and other terms and conditions will remain the same. We're requesting authorization to execute Agreement Amendment #2 once prepared by the Legal Department with the scope of work defined within this memo and the attached change order requests. If granted, we'll bring the agreement back to be ratified in September.

It is anticipated that all work will be complete by August 31st. We'll be reaching out in the next few weeks to invite you to tour the new facility.



PCCO #004

Nuway Construction
2119 Carmen Ct.
Goshen, Indiana 46526
Phone: (574) 533-0588
Fax: (574) 534-2822

Project: 2211 - Goshen City Parks Dept
524 E Jackson St
Goshen, Indiana 46526

Prime Contract Change Order #004: CE #007 - Wall Thickness Change

TO:	City of Goshen 204 East Jefferson Street Suite 6 Goshen, Indiana 46528	FROM:	Nuway Construction 2119 Carmen Ct. Goshen, Indiana 46526
DATE CREATED:	12/14/2022	CREATED BY:	Kylie Steele (Nuway Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	0 days
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Goshen Parks Maintenance Building
		TOTAL AMOUNT:	\$466.00

DESCRIPTION:

CE #007 - Wall Thickness Change

Costs included to change the west wall of Men's 111, the west wall of Women's 110, and the east wall of Break Room 101 to be an 8" thick wall. This includes additional costs for the larger studs as well as changing two door frames to accommodate the larger width.

ATTACHMENTS:

The original (Contract Sum)	\$2,472,058.06
Net change by previously authorized Change Orders	\$17,545.00
The contract sum prior to this Change Order was	\$2,489,603.06
The contract sum would be changed by this Change Order in the amount of	\$466.00
The new contract sum including this Change Order will be	\$2,490,069.06
The contract time will not be changed by this Change Order.	

Arvin Delacruz (Abonmarche Confidence By Design, Inc.)

City of Goshen

Nuway Construction

204 East Jefferson Street Suite 6
Goshen, Indiana 46528

2119 Carmen Ct.
Goshen, Indiana 46526

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



PCCO #005

Nuway Construction
2119 Carmen Ct.
Goshen, Indiana 46526
Phone: (574) 533-0588
Fax: (574) 534-2822

Project: 2211 - Goshen City Parks Dept
524 E Jackson St
Goshen, Indiana 46526

Prime Contract Change Order #005: CE #008 - Credit for Using RCP

TO:	City of Goshen 204 East Jefferson Street Suite 6 Goshen, Indiana 46528	FROM:	Nuway Construction 2119 Carmen Ct. Goshen, Indiana 46526
DATE CREATED:	12/14/2022	CREATED BY:	Kylie Steele (Nuway Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	0 days
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Goshen Parks Maintenance Building
		TOTAL AMOUNT:	(\$5,500.00)

DESCRIPTION:

CE #008 - Credit for Using RCP

Credit for using 12" Reinforced Concrete Pipe over what is specified on the plans for the structures and the two drive culverts.

ATTACHMENTS:

The original (Contract Sum)	\$2,472,058.06
Net change by previously authorized Change Orders	\$17,545.00
The contract sum prior to this Change Order was	\$2,489,603.06
The contract sum would be changed by this Change Order in the amount of	(\$5,500.00)
The new contract sum including this Change Order will be	\$2,484,103.06
The contract time will not be changed by this Change Order.	

Arvin Delacruz (Abonmarche Confidence By Design, Inc.)

City of Goshen

Nuway Construction

204 East Jefferson Street Suite 6
Goshen, Indiana 46528

2119 Carmen Ct.
Goshen, Indiana 46526

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Barbara Hutselle 1/10/23



PCCO #006

Nuway Construction
2119 Carmen Ct.
Goshen, Indiana 46526
Phone: (574) 533-0588
Fax: (574) 534-2822

Project: 2211 - Goshen City Parks Dept
524 E Jackson St
Goshen, Indiana 46526

Prime Contract Change Order #006: CE #011 - Costs for Using 2-3/8" Insulation Board

TO:	City of Goshen 204 East Jefferson Street Suite 6 Goshen, Indiana 46528	FROM:	Nuway Construction 2119 Carmen Ct. Goshen, Indiana 46526
DATE CREATED:	1/03/2023	CREATED BY:	Kylie Steele (Nuway Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Goshen Parks Maintenance Building
		TOTAL AMOUNT:	\$587.00

DESCRIPTION:
CE #011 - Costs for Using 2-3/8" Insulation Board Over 3/4"
This change order includes additional material costs for using 2-3/8" thick insulation board instead of the 3/4" thick.
No labor included.

ATTACHMENTS:

The original (Contract Sum)	\$2,472,058.06
Net change by previously authorized Change Orders	\$17,545.00
The contract sum prior to this Change Order was	\$2,489,603.06
The contract sum would be changed by this Change Order in the amount of	\$587.00
The new contract sum including this Change Order will be	\$2,490,190.06
The contract time will not be changed by this Change Order.	

Arvin Delacruz (Abonmarche Confidence By Design, Inc.)

City of Goshen

Nuway Construction

204 East Jefferson Street Suite 6
Goshen, Indiana 46528

2119 Carmen Ct.
Goshen, Indiana 46526

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

[Handwritten Signature] 1/10/23



PCCO #007

Nuway Construction
2119 Carmen Ct.
Goshen, Indiana 46526
Phone: (574) 533-0588
Fax: (574) 534-2822

Project: 2211 - Goshen City Parks Dept
524 E Jackson St
Goshen, Indiana 46526

Prime Contract Change Order #007: CE #014 - 11 ga. Galvanized Gutter Support Hangers

TO:	City of Goshen 204 East Jefferson Street Suite 6 Goshen, Indiana 46528	FROM:	Nuway Construction 2119 Carmen Ct. Goshen, Indiana 46526
DATE CREATED:	1/23/2023	CREATED BY:	Kylie Steele (Nuway Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	0 days
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Goshen Parks Maintenance Building
		TOTAL AMOUNT:	\$1,948.00

DESCRIPTION:

CE #014 - 11 ga. Galvanized Gutter Support Hangers

Provide equipment, material, and labor to complete the install of the 11 ga. galvanized gutter support hangers:

- Support hangers to be 1.5" wide and 1/8" thick.

The originally planned for 22 ga. gutter support hangers will be used as covers to hide the galvanized material.

ATTACHMENTS:

The original (Contract Sum)	\$2,472,058.06
Net change by previously authorized Change Orders	\$17,545.00
The contract sum prior to this Change Order was	\$2,489,603.06
The contract sum would be changed by this Change Order in the amount of	\$1,948.00
The new contract sum including this Change Order will be	\$2,491,551.06
The contract time will not be changed by this Change Order.	

Arvin Delacruz (Abonmarche Confidence By Design, Inc.)

City of Goshen

Nuway Construction

204 East Jefferson Street Suite 6
Goshen, Indiana 46528

2119 Carmen Ct.
Goshen, Indiana 46526

Back Hutscup 2/28/23

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



PCCO #008

Nuway Construction
 2119 Carmen Ct.
 Goshen, Indiana 46526
 Phone: (574) 533-0588
 Fax: (574) 534-2822

Project: 2211 - Goshen City Parks Dept
 524 E Jackson St
 Goshen, Indiana 46526

Prime Contract Change Order #008: CE #016 - Jobsite Security Package

TO:	City of Goshen 204 East Jefferson Street Suite 6 Goshen, Indiana 46528	FROM:	Nuway Construction 2119 Carmen Ct. Goshen, Indiana 46526
DATE CREATED:	2/24/2023	CREATED BY:	Kylie Steele (Nuway Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	0 days
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Goshen Parks Maintenance Building
		TOTAL AMOUNT:	\$644.00

DESCRIPTION:
 CE #016 - Jobsite Security Package
 Provide and install jobsite security package including the following:
 (1) jobsite camera
 (1) motion sensor
 (1) spotlight
 (1) base station with hotspot.

The security package will remain installed at the jobsite until project completion. This is only a temporary security measure while construction is in process.

ATTACHMENTS:

The original (Contract Sum)	\$2,472,058.06
Net change by previously authorized Change Orders	\$13,098.00
The contract sum prior to this Change Order was	\$2,485,156.06
The contract sum would be changed by this Change Order in the amount of	\$644.00
The new contract sum including this Change Order will be	\$2,485,800.06
The contract time will not be changed by this Change Order.	

Arvin Delacruz (Abonmarche Confidence By Design, Inc.)

City of Goshen
 204 East Jefferson Street Suite 6
 Goshen, Indiana 46528

Nuway Construction
 2119 Carmen Ct.
 Goshen, Indiana 46526

 SIGNATURE DATE

Arvin Delacruz 2/28/23

 SIGNATURE DATE

 SIGNATURE DATE



PCCO #009

Nuway Construction
2119 Carmen Ct.
Goshen, Indiana 46526
Phone: (574) 533-0588
Fax: (574) 534-2822

Project: 2211 - Goshen City Parks Dept
524 E Jackson St
Goshen, Indiana 46526

Prime Contract Change Order #009: CE #017 - Larger Conduit for Future EV Chargers

TO:	City of Goshen 204 East Jefferson Street Suite 6 Goshen, Indiana 46528	FROM:	Nuway Construction 2119 Carmen Ct. Goshen, Indiana 46526
DATE CREATED:	2/27/2023	CREATED BY:	Kylie Steele (Nuway Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	0 days
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Goshen Parks Maintenance Building
		TOTAL AMOUNT:	\$2,357.00

DESCRIPTION:

CE #017 - Larger Conduit for Future EV Chargers

Provide labor, material, and equipment to complete the install of (4) 1-1/2" PVC conduits in lieu of the (4) 1" conduits shown on drawing E0.1 by Abonmarche.

Change order total includes a credit for the previously planned 1" conduits.

ATTACHMENTS:

The original (Contract Sum)	\$2,472,058.06
Net change by previously authorized Change Orders	\$13,098.00
The contract sum prior to this Change Order was	\$2,485,156.06
The contract sum would be changed by this Change Order in the amount of	\$2,357.00
The new contract sum including this Change Order will be	\$2,487,513.06
The contract time will not be changed by this Change Order.	

Arvin Delacruz (Abonmarche Confidence By Design, Inc.)

City of Goshen

Nuway Construction

204 East Jefferson Street Suite 6
Goshen, Indiana 46528

2119 Carmen Ct.
Goshen, Indiana 46526

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Arvin Delacruz 2/28/23



PCCO #010

Nuway Construction
 2119 Carmen Ct.
 Goshen, Indiana 46526
 Phone: (574) 533-0588
 Fax: (574) 534-2822

Project: 2211 - Goshen City Parks Dept
 524 E Jackson St
 Goshen, Indiana 46526

Prime Contract Change Order #010: CE #018 - (4) Additional Downspouts

TO:	City of Goshen 204 East Jefferson Street Suite 6 Goshen, Indiana 46528	FROM:	Nuway Construction 2119 Carmen Ct. Goshen, Indiana 46526
DATE CREATED:	2/28/2023	CREATED BY:	Kylie Steele (Nuway Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	0 days
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Goshen Parks Maintenance Building
		TOTAL AMOUNT:	\$3,845.00

DESCRIPTION:
CE #018 - (4) Additional Downspouts
 All labor, material, and equipment included to complete the install of (4) additional downspouts.
 Includes the following:
 - Downspout material
 - Labor to install downspouts
 - Labor and material to connect downspouts to underground storm piping.

ATTACHMENTS:

The original (Contract Sum)	\$2,472,058.06
Net change by previously authorized Change Orders	\$13,098.00
The contract sum prior to this Change Order was	\$2,485,156.06
The contract sum would be changed by this Change Order in the amount of	\$3,845.00
The new contract sum including this Change Order will be	\$2,489,001.06
The contract time will not be changed by this Change Order.	

Arvin Delacruz (Abonmarche Confidence By Design, Inc.)

City of Goshen
 204 East Jefferson Street Suite 6
 Goshen, Indiana 46528

Nuway Construction
 2119 Carmen Ct.
 Goshen, Indiana 46526

 SIGNATURE DATE

Arvin Delacruz 2/28/23

 SIGNATURE DATE

Kylie Steele 3/1/23

 SIGNATURE DATE



PCCO #011

Nuway Construction
2119 Carmen Ct.
Goshen, Indiana 46526
Phone: (574) 533-0588
Fax: (574) 534-2822

Project: 2211 - Goshen City Parks Dept
610 E Plymouth Ave
Goshen, Indiana 46526

Prime Contract Change Order #011: CE #020 - Receptacles for Mechanical 202 and Electrical Changes in Office 100

TO:	City of Goshen 204 East Jefferson Street Suite 6 Goshen, Indiana 46528	FROM:	Nuway Construction 2119 Carmen Ct. Goshen, Indiana 46526
DATE CREATED:	3/24/2023	CREATED BY:	Kylie Steele (Nuway Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	0 days
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Goshen Parks Maintenance Building
		TOTAL AMOUNT:	\$842.00

DESCRIPTION:
CE #020 - Receptacles for Mechanical 202 and Electrical Changes in Office 100

- Costs included to make the following electrical changes:
- Furnish and install (3) 20-amp 125-volt duplex outlets and necessary wiring. (2) of the outlets are for Mech. 202 and the other outlet is for Office 100.
 - Furnish and install (1) Data backbox with 1" conduit stub above ceiling in Office 100.

ATTACHMENTS:

The original (Contract Sum)	\$2,472,058.06
Net change by previously authorized Change Orders	\$21,892.00
The contract sum prior to this Change Order was	\$2,493,950.06
The contract sum would be changed by this Change Order in the amount of	\$842.00
The new contract sum including this Change Order will be	\$2,494,792.06
The contract time will not be changed by this Change Order.	

Arvin Delacruz (Abonmarche Confidence By Design, Inc.)

City of Goshen

Nuway Construction

204 East Jefferson Street Suite 6
Goshen, Indiana 46528

2119 Carmen Ct.
Goshen, Indiana 46526

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Arvin Delacruz 4/18/23

Kylie Steele 4/24/23



PCCO #012

Nuway Construction
2119 Carmen Ct.
Goshen, Indiana 46526
Phone: +15745330588

Project: 2211 - Goshen City Parks Dept
610 E Plymouth Ave
Goshen, Indiana 46526

Prime Contract Change Order #012: CE #021 - Changes to East Side Downspouts

TO:	City of Goshen 204 East Jefferson Street Suite 6 Goshen, Indiana 46528	FROM:	Nuway Construction 2119 Carmen Ct. Goshen, Indiana 46528
DATE CREATED:	4/03/2023	CREATED BY:	Kylie Steele (Nuway Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	7 days
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Goshen Parks Maintenance Building
		TOTAL AMOUNT:	\$20,717.00

DESCRIPTION:
CE #021 - Changes to East Side Downspouts
Costs included to complete the downspout changes on the east side per SD1.1.

Includes the following scope of work:

East Side:

- Excavate open existing downspout and main line.
- Demo and remove existing pipe.
- Install new 4" SDR35 solvent weld downspout line from existing 6" wye to downspout.
- Install 6" flexible ribbed pipe around the 4" line from the 90 deg bend to the 45 into the wye. **SEE NOTE BELOW**
- Backfill and compact excavated area.
- Bracing of line in concrete form is to be performed by others.
- Re-grade stone subgrade.
- Provide and install additional rebar for concrete apron at downspout locations.
- Brace downspout lines in concrete form.

Note: Nuway does not guarantee 6" flexible ribbed pipe will slide over 4" 90 deg bend and section of pipe. **Per conversation with Abonmarche the 6" ribbed pipe is allowed to be slit down the center and wrapped around the 4" pipe.*

Nuway is not including any sealant between 6" pipe and 4" pipe at either end to keep out water or soils per the provided detail. Nuway does not warranty any work associated with downspout pipe and adjacent concrete due to concerns regarding freezing, movement of pipe inside casing, slope of pipe inside casing, and/or cracking of adjacent concrete. Necessary parties will need to be onsite at the completion of first downspout lead to approve of installation. Any revisions beyond that will be on a time and material basis.

Cost Breakdown: East Side	
Line Item	Cost
Demo	
Labor	\$ 582.00
Material	\$ -
Equipment	\$ 1,414.21
Demo Total:	\$ 1,996.21
Excavation	
Labor	\$ 1,154.00
Material	\$ -
Equipment	\$ 3,999.91
Excavation Total:	\$ 5,153.91
New Install East Side	
Labor	\$ 3,953.00
Material	\$ 2,205.00
Equipment	\$ 7,408.88
New Install East Side Total:	\$ 13,566.88
Total for East Side:	\$ 20,717.00

ATTACHMENTS:

The original (Contract Sum)	\$2,472,058.06
Net change by previously authorized Change Orders	\$21,892.00
The contract sum prior to this Change Order was	\$2,493,950.06
The contract sum would be changed by this Change Order in the amount of	\$20,717.00
The new contract sum including this Change Order will be	\$2,514,667.06
The contract time will be increased by this Change Order by 7 days.	

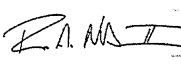
Arvin Delacruz (Abonmarche Confidence
By Design, Inc.)

City of Goshen


Nuway Construction

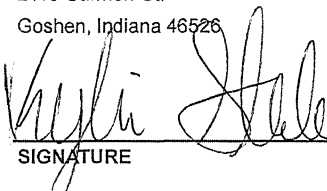
204 East Jefferson Street Suite 6
Goshen, Indiana 46528

2119 Carmen Ct.
Goshen, Indiana 46526


SIGNATURE DATE

Digitally signed by Robert Nichols
DN: cn=ROB, E=robnichols@abonmarche.com,
O=Abonmarche Consultants, CN=Robert
Nichols
Date: 2023.04.14 10:30:00-04'00'


SIGNATURE DATE


SIGNATURE DATE



PCCO #016

Nuway Construction
 2119 Carmen Ct.
 Goshen, Indiana 46526
 Phone: +15745330588

Project: 2211 - Goshen City Parks Dept
 610 E Plymouth Ave
 Goshen, Indiana 46526

Prime Contract Change Order #016: CE #026 - Power and Data Conduit for Time Clock

TO:	City of Goshen 204 East Jefferson Street Suite 6 Goshen, Indiana 46528	FROM:	Nuway Construction 2119 Carmen Ct. Goshen, Indiana 46526
DATE CREATED:	4/07/2023	CREATED BY:	Kylie Steele (Nuway Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	0 days
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Goshen Parks Maintenance Building
		TOTAL AMOUNT:	\$851.00

DESCRIPTION:
CE #026 - Power and Data Conduit for Time Clock
 Costs included to provide and install (1) 20-amp 125-volt duplex outlet and (1) data backbox with 1" conduit stub above the ceiling. Wiring to the duplex outlet is included.

The outlet and data will be located outside of Office 100 between Door 100A and the window.

Time clock and data wiring to be provided and installed by other.

ATTACHMENTS:

The original (Contract Sum)	\$2,472,058.06
Net change by previously authorized Change Orders	\$21,892.00
The contract sum prior to this Change Order was	\$2,493,950.06
The contract sum would be changed by this Change Order in the amount of	\$851.00
The new contract sum including this Change Order will be	\$2,494,801.06
The contract time will not be changed by this Change Order.	

Arvin Delacruz (Abonmarche Confidence By Design, Inc.)

City of Goshen
 204 East Jefferson Street Suite 6
 Goshen, Indiana 46528

Nuway Construction
 2119 Carmen Ct.
 Goshen, Indiana 46526

 SIGNATURE DATE

Arvin Delacruz 4/18/23

 SIGNATURE DATE

Kylie Steele 4/24/23

 SIGNATURE DATE



PCCO #018

Nuway Construction
 2119 Carmen Ct.
 Goshen, Indiana 46526
 Phone: +15745330588

Project: 2211 - Goshen City Parks Dept
 610 E Plymouth Ave
 Goshen, Indiana 46526

Prime Contract Change Order #018: CE #033 - Gate for Mezzanine

TO:	City of Goshen 204 East Jefferson Street Suite 6 Goshen, Indiana 46528	FROM:	Nuway Construction 2119 Carmen Ct. Goshen, Indiana 46526
DATE CREATED:	5/09/2023	CREATED BY:	Kylie Steele (Nuway Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	0 days
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Goshen Parks Maintenance Building
		TOTAL AMOUNT:	\$7,816.00

DESCRIPTION:

CE #033 - Gate for Mezzanine

Costs included to modify existing guardrail on mezzanine and add a sliding gate. Includes the following:

- (1) approximately 120" x 42" rolling gate.
- 240" steel track attached to concrete floor.
- Manually operated. Will include handle to open & close gate to eliminate pinch points.
- Gate will have 2" sq mesh infill to match existing guardrail.
- Gate support brackets bolted to existing guardrail.
- All painted black.

- Remove and cut out (2) sections of guardrail at designated place.
- Install 'C' cap over (2) end posts of existing guard rail.
- Cut off (1) post @ surface and fill remaining hole with concrete.
- Discard of old steel pcs.

Approval drawing of gate is attached.
 Location of gate shown on attached photo.

ATTACHMENTS:

Gate track.pdf, Sliding Gate - Goshen Parks.pdf, Mezzanine Rail.pdf

The original (Contract Sum)	\$2,472,058.06
Net change by previously authorized Change Orders	\$44,302.00
The contract sum prior to this Change Order was	\$2,516,360.06
The contract sum would be changed by this Change Order in the amount of	\$7,816.00
The new contract sum including this Change Order will be	\$2,524,176.06
The contract time will not be changed by this Change Order.	

Arvin Delacruz (Abonmarche Confidence
By Design, Inc.)

City of Goshen

Nuway Construction

204 East Jefferson Street Suite 6
Goshen, Indiana 46528

2119 Carmen Ct.
Goshen, Indiana 46526

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Arvin Delacruz 5/12/2023

Wylie Steele 5/15/23



PCCO #019

Nuway Construction
2119 Carmen Ct.
Goshen, Indiana 46526
Phone: +15745330588

Project: 2211 - Goshen City Parks Dept
610 E Plymouth Ave
Goshen, Indiana 46526

Prime Contract Change Order #019: CE #037 - Remediation of Unsuitable Soils on the Southwest Side of Site

TO:	City of Goshen 204 East Jefferson Street Suite 6 Goshen, Indiana 46528	FROM:	Nuway Construction 2119 Carmen Ct. Goshen, Indiana 46526
DATE CREATED:	5/19/2023	CREATED BY:	Kylie Steele (Nuway Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Goshen Parks Maintenance Building
		TOTAL AMOUNT:	\$9,059.00

DESCRIPTION:

CE #037 - Remediation of Unsuitable Soils on the Southwest Side of the Site
Labor, material, and equipment to complete the remediation of unsuitable soils on the southwest side of the site.

Includes removal of existing soil, installation of #2 limestone, filling, and regrading of the area.

ATTACHMENTS:

The original (Contract Sum)	\$2,472,058.06
Net change by previously authorized Change Orders	\$52,118.00
The contract sum prior to this Change Order was	\$2,524,176.06
The contract sum would be changed by this Change Order in the amount of	\$9,059.00
The new contract sum including this Change Order will be	\$2,533,235.06
The contract time will not be changed by this Change Order.	

Arvin Delacruz (Abonmarche Confidence By Design, Inc.)

City of Goshen

Nuway Construction

204 East Jefferson Street Suite 6
Goshen, Indiana 46528

2119 Carmen Ct.
Goshen, Indiana 46526

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Arvin Delacruz 5/22/23



PCCO #020

Nuway Construction
 2119 Carmen Ct.
 Goshen, Indiana 46526
 Phone: +15745330588

Project: 2211 - Goshen City Parks Dept
 610 E Plymouth Ave
 Goshen, Indiana 46526

Prime Contract Change Order #020: CE #038 - Additional Gate for South Side

TO:	City of Goshen 204 East Jefferson Street Suite 6 Goshen, Indiana 46528	FROM:	Nuway Construction 2119 Carmen Ct. Goshen, Indiana 46526
DATE CREATED:	5/19/2023	CREATED BY:	Kylie Steele (Nuway Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Goshen Parks Maintenance Building
		TOTAL AMOUNT:	\$4,898.00

DESCRIPTION:
 CE #038 - Additional Gate for South Side
 Provide and install (1) 10' wide by 8' tall single swing gate.
 Gate to be black to match fence.

 Gate will be located on the south east side of the site.

ATTACHMENTS:

The original (Contract Sum)	\$2,472,058.06
Net change by previously authorized Change Orders	\$52,118.00
The contract sum prior to this Change Order was	\$2,524,176.06
The contract sum would be changed by this Change Order in the amount of	\$4,898.00
The new contract sum including this Change Order will be	\$2,529,074.06
The contract time will not be changed by this Change Order.	

Arvin Delacruz (Abonmarche Confidence By Design, Inc.)

City of Goshen
 204 East Jefferson Street Suite 6
 Goshen, Indiana 46528

Nuway Construction
 2119 Carmen Ct.
 Goshen, Indiana 46526

 SIGNATURE DATE

Arvin Delacruz 5/22/23

 SIGNATURE DATE

 SIGNATURE DATE

GOSHEN REDEVELOPMENT COMMISSION
RESOLUTION NO. 27-2023

RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION
ACCEPTING TRANSFER OF REGENT STREET REAL ESTATE

WHEREAS, the City of Goshen, Indiana acquired title to the real estate generally located east and south of Regent Street, north of Waterford Mills Parkway, and west of Dierdorff Road by Corrective Warranty Deed dated January 29, 2001 and recorded December 28, 2001 as Instrument Number 2001-42758, by Warranty Deed December 17, 2001 and recorded December 28, 2001 as Instrument Number 2001-42758, and by Warranty Deed dated December 22, 2000 and recorded December 28, 2000 as Instrument Number 2000-34929, from Waterford Development Corp.;

WHEREAS, the Goshen Board of Public Works and Safety desires to transfer said Real Estate and control thereof to the Goshen Redevelopment Commission to be held and disposed of under Indiana Code § 36-7-14-22;

WHEREAS, the Goshen Redevelopment Commission desires to accept transfer of said Real Estate to be held and disposed of pursuant to Indiana Code § 36-7-14-22;

NOW, THEREFORE, BE IT RESOLVED BY THE GOSHEN REDEVELOPMENT COMMISSION, that the Goshen Redevelopment Commission accepts transfer of and control of the Regent Street Real Estate.

Adopted this 8th day of August, 2023.

GOSHEN REDEVELOPMENT COMMISSION

By: _____
President

Vice President

Secretary

Member

Member

Attest:

Secretary

RESOLUTION 28-2023

**Request for an Amendment to the Terms of the Sale and Purchase of Real Estate at
65736 State Road 15**

WHEREAS in 2021 the Redevelopment Commission sold the residential property at 65736 State Road 15 to Nate and Amber Butler.

WHEREAS per the agreement, improvements were to be completed by August 31, 2023. Significant progress has been made but not all improvements are complete.

WHEREAS staff is recommending an amendment to the agreement to remove the deadline for completion of the remaining improvements while all other terms of the agreement shall remain the same

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission To approve the Amendment to the Terms of the Sale and Purchase of Real Estate at 65736 State Road 15 and Becky Hutsell is authorized to execute the Amendment on behalf of the Goshen Redevelopment Commission and the City of Goshen.

PASSED and ADOPTED on August 8, 2023

Brian Garber, President

Brianne Brenneman, 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: August 8, 2023

RE: Request for an Amendment to the Terms of the Sale and Purchase of Real Estate at 65736 SR 15

In 2021, the Redevelopment Commission sold the residential property at 65736 SR 15 to Nate and Amber Butler. The terms of the sale were as follows:

- Purchase Price:
 - \$30,000 (originally \$50,000 but reduced to account for damage that occurred to the wiring and plumbing while the property was vacant).
 - \$10,000 was paid at the time of closing with a mortgage in favor of Redevelopment in the amount of \$20,000 to be paid in full by Purchaser five (5) years from the date of closing.
 - Mortgage to incur no interest until January 1, 2024. If the mortgage remains unpaid, the unpaid amount shall accrue interest at a rate of 2% until October 1, 2024. Beginning on October 1, 2025, the mortgage shall accrue interest in the amount of 6% on the unpaid balance.
 - Purchaser is not obligated to make any payment on the mortgage until October 1, 2023. Beginning October 1, 2023, Purchaser shall pay the mortgage on the first of every month at a rate of \$500. Any remaining principal and accrued interest shall be paid in full on or before October 1, 2026.
- Intended Use: Single-family home for personal use. To remain a single-family resident for at least 10 years and until Redevelopment's mortgage is paid in full.
- Renovation Proposal: Extensive renovation plan submitted with offer and incorporated into the purchase agreement with the condition that all improvements be made within 30 months.

The Butler's have submitted the attached update report, noting all of the improvements that have been completed, with a request to waive the deadline on the remaining portion of the work. Per the original agreement, all renovations are to be complete by August 31, 2023. They've made significant progress, have invested more than originally anticipated and have been living in the home with their daughters since November 2021. They've offered to set a time to walk through the property with Commission members and staff will work to coordinate a date and time in the coming weeks.

Staff is recommending an amendment to the agreement to remove the deadline for completion of the remaining improvements while all other terms of the agreement shall remain the same. We're requesting authorization to execute the agreement and to then bring it back to the September meeting for ratification.

Status Update - Renovation at 65736 SR 15 Goshen, IN
Nate and Amber Butler

Status update and request for consideration of completed work to date and/or extension of time to complete modifications per our purchase agreement.

Project Status Report:

We've returned the home to its single-family historic layout, have been living in the renovated portion of the home since November 2021, and are mid-renovation on other portions of the house. We are completing the majority of work ourselves in a part time capacity. The home is fitted with all new heating, water and electrical systems in a portion of the house, with additional rooms to complete in full.

We request consideration for whether we can be considered to have met the required modifications of our purchase agreement at this time and/or are in need of additional time to complete the work in full. We continue to renovate respectful of the home's history and materials, and in the best interest of the longevity of the home.

Completed work:

- Demolition phase is complete.
- All new plumbing and electrical services are in place.
- Whole house radiant floor heating system with high-efficiency boiler installed.
- Insulation installed in attic.
- New steel roof and gutter repair complete.
- Repaired water damaged areas of roof before installation.
- Tower cap fabricated and made weathertight.
- Framing and structure reinforced where needed throughout the house, including sistering floor joists.
- Subfloor patched and repaired as needed.
- Salvaged original wood flooring and reused in other locations in the house for repairs.
- Framed in a new basement staircase to return to the original layout.
- Reopened the back staircase for use to the second floor, and installed temporary handrail.
- Framed in the upstairs back wall to return to the original layout.
- New kitchen with custom cabinetry, sink and appliances (range, refrigerator, dishwasher).
- Full hall bathroom installed on the second floor.
- New stove hood and vent to exterior roof.
- Laundry installed in the basement.
- Installed water softener.
- New custom wood fence constructed on the property.

- Managed trees on the property with guidance of City of Goshen Director of Environmental Resilience (including two large tree removals).
- Cleaned up property and added new plantings.
- Installed a large shed outbuilding.
- Refurbished back door entrance.
- Installed vintage matching doors throughout the home.
- Plaster and drywall repairs throughout the home.
- Refinished original wood floors throughout the home.
- New tile installed in the bathroom.
- Sourced salvage handrail for staircase repair.
- Windows are inspected and repaired as needed.
- Masonry is inspected and adequate.
- Painting completed as necessary throughout the home.

Pending work as listed in purchase agreement:

- Finish additional plumbing and electrical work in the front half of the home.
- Re-install first floor ceilings (pending plumbing and electrical work completed).
- Additional plaster or drywall repair where needed.
- Finish handrail repairs where needed.
- Finish flooring repairs where needed.
- Install a primary bathroom on the second floor.

Funds invested in renovation work as of June 2023:

Category - Sparklin House	Total
Demolition	\$ (3,757.13)
Mechanicals	\$ (44,018.09)
Interior	\$ (25,876.23)
Exterior	\$ (38,090.80)
Tools & Equipment Costs	\$ (12,083.50)
Misc	\$ (1,497.38)
Total Expenses	\$ (125,323.13)

Consideration of changes request:

Due to the additional work and costs required as we proceeded, we request consideration of whether we have fulfilled the requirements of our agreement due to already completed work.

While some work has progressed in a different order than expected, we have invested more in the property than we initially committed to - and are continuing toward a complete renovation of the home. We will soon be refinancing the property and are prepared to pay off the mortgage held by the City of Goshen at that time.

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on January 13, 2021 by City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (Redevelopment) and Nathan A. Butler and Amber D. Butler, Husband and Wife (Purchaser).

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Redevelopment agrees to sell and Purchaser agrees to purchase the following real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known 65736 State Road 15, Goshen, Indiana, 46526, and more particularly described as follows:

Part of Lot 7 in SUNNY ACRES SUBDIVISION, in the Southeast corner of Section 28, and in the Southwest corner of Section 27, in Elkhart Township, more particularly described as follows:

Beginning at the iron pipe marking the Southwest corner of said Lot Number 7 and running North 0 degrees 30 minutes West One Hundred Six and Two Tenths (106.2) feet to an iron stake; South 89 degrees 23 minutes East Two Hundred Forty-five (245) feet to an iron stake; South 0 degrees 30 minutes East One Hundred Three and Seventy-five Hundredths (103.75) feet to an iron stake on the South line of Lot 7 aforesaid; West Two Hundred Forty-four and Seven Tenths (244.7) feet to the point of beginning as recorded in Plat Book 3, page 147 of the records in the Office of the Recorder of Elkhart County, Indiana.

Parcel No. 20-11-27-301-009.000-014

The above described real estate 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.

PURCHASE PRICE

Purchaser agrees to pay and Redevelopment agrees to accept the total sum of Thirty Thousand Dollars (\$30,000.00). Purchaser agrees to pay Redevelopment the sum of Ten Thousand Dollars (\$10,000.00) at the closing and agrees to execute a mortgage in favor of Redevelopment in the amount of Twenty Thousand Dollars (\$20,000.00) to be paid in full by Purchaser five (5) years from the date of the closing.

MORTGAGE

- 1) Purchaser agrees to mortgage to Redevelopment the Real Estate together with all rights, privileges, interest, easements, appurtenances, fixtures, and improvements now or hereinafter belonging or allocated to the Real Estate.
- 2) The mortgage is given to secure the payment of Twenty Thousand Dollars (\$20,000.00) together with all accrued interest and unpaid real estate taxes for which purchaser is obligated.
- 3) The mortgage shall incur no interest until January 1, 2024. If the mortgage remains unpaid the unpaid amount shall accrue interest at the rate of two (2) percent until October 1, 2025. Beginning on October 1, 2025 the mortgage shall accrue interest in the amount of six (6) percent on the unpaid balance.
- 4) Purchaser may pay the mortgage in full at any time or may pre-pay the mortgage in part at any time. If the mortgage is prepaid in part Purchaser is not relieved of the obligation to make monthly payments in the amount specified in this agreement except for the month in which the larger prepayment is made.
- 5) Purchaser is not obligated to make any payment on the mortgage until October 1, 2023. Beginning October 1, 2023 Purchaser shall pay the mortgage on the first of every month at the rate of Five Hundred Dollars (\$500.00). Any remaining principal and accrued interest shall be paid in full on or before October 1, 2026.
- 6) Redevelopment agrees to subrogate Redevelopment's mortgage to any mortgage incurred by Purchaser if such mortgage is necessary to make the required repairs and improvements and is used solely to finance the purchase price and required or needed repairs and improvements.

CLOSING

A closing will be held within thirty (30) days of Purchaser closing on the sale of their home, but no later than March 31, 2021 unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

WARRANTY DEED

Redevelopment shall deliver to Purchaser a warranty deed conveying merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments.

TAXES AND ASSESSMENTS

Redevelopment shall pay the real estate taxes and assessment for 2020 due and payable in 2021. Purchaser shall pay real estate taxes and assessments for 2021 due and payable in 2022. Purchaser shall pay all real estate taxes and assessments thereafter.

RISK OF LOSS

Purchaser shall assume the risk of loss beginning on the date of closing.

USE OF REAL ESTATE

Purchaser agrees to use the Real Estate as a single-family residence for at least ten (10) years and until Redevelopment's mortgage is paid in full. The obligation to use the Real Estate as a single-family residence shall apply to any entity acquiring title to the Real Estate.

REQUIRED MODIFICATION TO 65736 STATE ROAD 15

As an additional consideration to induce Redevelopment to sell the 65736 State Road 15 Real Estate, Purchaser agrees to make the following repairs to the structure at 65736 State Road 15 within thirty (30) months of closing.

Masonry:

- 1) Install new masonry according to local building codes where needed.
- 2) Tuckpoint, repair, and replace existing grout lines as necessary.
- 3) After mortar is set and cured, clean exposed masonry and surrounding areas.

Windows:

- 1) Refurbish and/or install new windows where repairs are needed.
- 2) Install caulking, flashing and trim boards around windows to provide water tight installation as needed.

Landscaping:

- 1) Remove two (2) large trees directly in front of porch.
- 2) Trim or remove additional trees in distress, in consultation with City of Goshen Director of Environmental Resilience.
- 3) Remove and/or improve existing bushes and plantings on the perimeter of the home.
- 4) Clean front and back yards of debris and trash.

Demolition:

- 1) Submit general demolition plans to Redevelopment for approval prior to closing.
- 2) Demolish walls, cabinets, damaged ceilings, flooring, and fixtures, three extraneous kitchens, three bathrooms (two from central hallway and one over back staircase) in accordance with applicable building codes.
- 3) Temporarily disconnect and cap all plumbing lines at existing plumbing fixture locations.
- 4) Remove and dispose of all demolition debris.

Framing:

- 1) Submit general floor plans to Redevelopment for approval prior to closing.
- 2) Install new wall framing and openings to restore central hallway.
- 3) Replace and install subflooring where needed.
- 4) Furnish and install new stair framing where needed.

- 5) Patch plywood floor sheathing where needed.

Insulation:

- 1) Furnish and install new insulation, including in the basement and attic, and exterior wall insulation, as applicable.

Drywall:

- 1) Furnish, install, tape, sand, and finish new drywall in areas of repair or to return to single family home layout. Ceiling in multiple rooms will require new drywall.
- 2) Patch and prep miscellaneous holes, cracks and imperfections in walls and on ceilings.
- 3) Furnish and install fire-resistant, mold-resistant drywall in areas required by Building Code.

Kitchen:

- 1) Retain one (1) full kitchen for the home on the first floor.

Bathrooms:

- 1) Relocate second and first floor bathrooms from hallway.
- 2) Relocate and install a second-floor master bathroom.
- 3) Relocate and install a second-floor hall bathroom.

Interior Woodwork

- 1) Repair front stairway bannister.
- 2) Reopen back staircase to the second floor and basement (after demolition of bathroom above).

Painting

- 1) Exterior and interior painting where necessary.

Basement:

- 1) After demolition, remove soft materials and rebuild interior back staircase for basement access.

Plumbing:

- 1) Rough in new water supply and water lines as necessary for new plumbing fixture locations.
- 2) Install new plumbing fixtures.

HVAC:

- 1) Upgrade and/or repair heating system.

Electrical:

- 1) Perform any necessary electrical demolition to accommodate new floor layout.
- 2) Install GFI protected outlets in wet locations as required by Building Codes.
- 3) All electrical work shall be installed according to Building Codes.

ANNEXATION

- 1) Purchaser understands that the real estate, while owned by the City of Goshen Indiana, is not currently within the Goshen City limits. The real estate is subject to a Water and Sewer Agreement dated April 10, 2019, recorded by the Elkhart County Recorder as instrument number 2019-07560. A copy of which is attached to this agreement as Exhibit A.
- 2) The parties further acknowledge that the City of Goshen intends to initiate an annexation within the next ten (10) months that will include the Real Estate.
- 3) Purchaser or any successor in title to the real estate waives and releases any right to remonstrate against any pending or future annexation for all or any portion of the Real Estate.
- 4) Purchaser also acknowledges that the purchaser or any subsequent owner of the real estate agrees to pay City Utilities the standard sewer connection fee upon connecting to City sewer. Purchaser agrees to connect to City sewer within one hundred eighty (180) days of City extending a sewer main to within three hundred (300) feet of the real estate. See Water and Sewer Agreement attached as Exhibit A.

WARRANTIES

- 1) Redevelopment warrants that Redevelopment will convey a good and merchantable title to Purchaser. Purchaser accepts the Real Estate AS IS without warranty of habitability. Redevelopment makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.
- 2) Purchaser has made its own inspection of the Real Estate and relies solely upon Purchaser's observation in deciding to purchase the Real Estate. Purchaser does not rely upon any representation of Redevelopment or any agent of Redevelopment.
- 3) Redevelopment will permit Purchaser or any inspector hired by Purchaser access to the Real Estate to conduct such inspections as Purchaser or their inspector deem appropriate.

ACCESS TO REAL ESTATE

No access is permitted from Real Estate to Waterford Mill Parkway. All access to State Road 15 will be through a private drive that provides access to State Road 15 for the following three (3) properties:

- 1) 65706 State Road 15
- 2) 65736 State Road 15
- 3) 65704 State Road 15

INSURANCE

- 1) Purchaser shall deliver to Redevelopment a copy of a homeowner's insurance policy covering all of the structures on the Real Estate from hazards in an amount at least equal to Redevelopments mortgage.

- 2) Purchaser shall maintain the homeowner's insurance policy covering the Real Estate in full force and effect, listing Redevelopment as a loss payee at all times until the purchase price, accrued interest, taxes, assessments, and insurance premiums are fully paid by Purchaser. If Purchaser does not maintain homeowner's insurance on the property Redevelopment may purchase insurance to cover the value of Redevelopment's mortgage, adding the cost of such insurance to the principle balance owed by the Purchaser.
- 3) City made a claim to the City's insurance carrier for damages to the roof of the Real Estate caused by hail. The City received a payment from the insurance carrier. City agrees to place the insurance proceeds into an escrow account. Once the roof on the real estate is repaired by a contractor selected by Purchaser, approved by Redevelopment, City will instruct the escrow agent to pay the roofing contractor the sum of Six Thousand Nine Hundred Twenty Dollars and Sixteen Cents (\$6,920.16) as partial payment for the roof repair.

DEFAULT

- 1) If either party to this agreement fails to do any act required by this agreement, by the mortgage to be executed by the Purchaser and Redevelopment, or fails to conform to any term or condition of this agreement, such party shall be considered in default.
- 2) If Purchaser does not pay or fulfill any obligation in this agreement within thirty (30) days after receiving written notice of the default from Redevelopment, Purchaser will be considered in breach of this agreement.
- 3) Upon breach, of this agreement by either party, the non-breaching party may seek any and all remedies available in law or in equity including the right to seek specific performance or to obtain payment in full of all outstanding monetary obligations.

MISCELLANEOUS


- 1) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) All provisions, covenants, terms and conditions of this agreement apply to and bind the parties to this agreement and their legal heirs, representatives, successors and assigns.

6) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Purchaser.

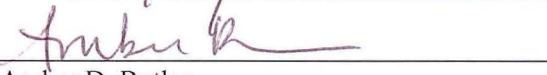
IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below.

Purchaser

Redevelopment


 Nathan A. Butler
 Date: 1/13/2021


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


 Amber D. Butler
 Date: 1/13/2021

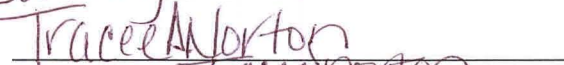
Date: 1/13/21

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

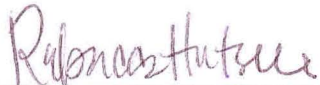
Before me, the undersigned Notary Public in and for said County and State, personally appeared **Nathan A. Butler**, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this 13 day of January, 20 21.




 Printed Name: Tracee A. Norton
 Notary Public of Elkhart County, Indiana
 My Commission Expires: May 1, 2024
 Commission Number: 684470

EXECUTED and DELIVERED in my presence:

Witness Signature: 

Witness Printed Name: REBECCA HUTSON

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared [Witness Name] Rebecca Hutson, being known to me or whose identity has been authenticated by me to be the person whose name is subscribed as a Witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by NATHAN A. BUTLER in the above-named subscribing Witness's presence, and that the above-named subscribing Witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or any proceeds as a result of the transaction.

Witness my hand and Notarial Seal this 13 day of January, 2021.

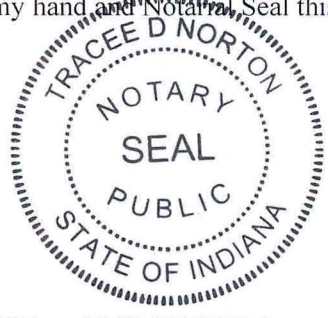


Tracee D. Norton
Printed Name: Tracee Norton
Notary Public of Elkhart County, Indiana
My Commission Expires: May 1, 2024
Commission Number: 684470

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared **Amber D, Butler**, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this 13 day of January, 2021.



Tracee D. Norton
Printed Name: Tracee D. Norton
Notary Public of Elkhart County, Indiana
My Commission Expires: May 1, 2024
Commission Number: 684470

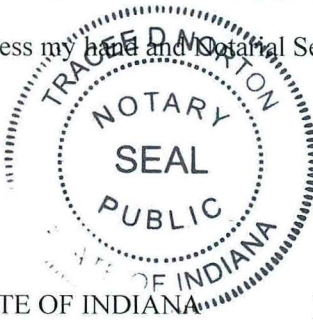
EXECUTED and DELIVERED in my presence:

Witness Signature: Rebecca Hutson
Witness Printed Name: Rebecca Hutson

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared [Witness Name] Rebecca Hutson, being known to me or whose identity has been authenticated by me to be the person whose name is subscribed as a Witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Amber D Butler in the above-named subscribing Witness's presence, and that the above-named subscribing Witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or any proceeds as a result of the transaction.

Witness my hand and Notarial Seal this 13 day of January, 2021.

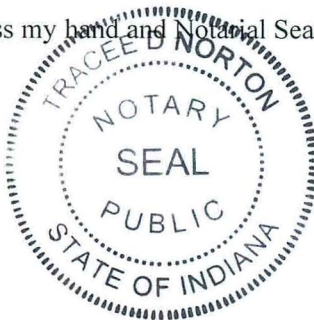


Tracee D. Norton
Printed Name: Tracee D. Norton
Notary Public of Elkhart County, Indiana
My Commission Expires: May 1, 2024
Commission Number: 084470

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared **Mark Brinson**, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this 13 day of January, 2021.



Tracee D. Norton
Printed Name: Tracee D. Norton
Notary Public of Elkhart County, Indiana
My Commission Expires: May 1, 2024
Commission Number: 084470

EXECUTED and DELIVERED in my presence:

Witness Signature: Rebecca Hutson

Witness Printed Name: REBECCA HUTSON

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared [Witness Name] Rebecca Hutson, being known to me or whose identity has been authenticated by me to be the person whose name is subscribed as a Witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Nikki Brinson in the above-named subscribing Witness's presence, and that the above-named subscribing Witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or any proceeds as a result of the transaction.

Witness my hand and Notarial Seal this 13 day of January 20 21.

Tracee D. Norton
Printed Name: Tracee D. Norton
Notary Public of Elkhart County, Indiana
My Commission Expires: May 1, 2024
Commission Number: 6842170

RESOLUTION 29-2023

Approve Request to Solicit Bids for the Consolidated Courts Roadway Construction Project

WHEREAS the overall project design is now complete and final acquisitions of right-of-way will be complete within the next thirty (30) days.

WHEREAS bids will be advertised on August 11, 2023 with a due date of September 11, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Request to Solicit Bids for the Consolidated Courts Roadway Construction Project.

PASSED and ADOPTED on August 8, 2023

Brian Garber, President

Brianne Brenneman, 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

RE: Update per the Interlocal Agreement for Consolidated County Court Site and Request to Solicit Bids for the Roadway Construction Project

DATE: August 8, 2023

Per the recorded Interlocal Agreement for Consolidated County Court Site, executed April 20, 2021, the following approvals are required regarding the funding participation agreement with Elkhart County:

1. After design engineering has been completed for the Joint Projects, the City shall provide written notice of design engineering completion to the County pursuant to the Notice provisions of this Agreement. For a period of thirty (30) days after receipt of the Notice that design engineering is complete, both the City and County shall have the right to withdraw from further participation in the Joint Projects by providing written notice to the other party if the estimated cost of the Joint Projects exceed Three Million Dollars (\$3,000,000). In the event that neither party withdraws, then both parties agree to complete the Joint Projects in accordance with the terms and provisions of this Agreement.
2. If one of the parties withdraws from this agreement, City and County each agree to pay for one-half (1/2) of the design engineering costs for the Joint Projects. If the parties are contractually obligated for any costs other than design engineering costs, the withdrawing party shall pay seventy-five percent (75%) of such costs and the non-withdrawing party shall pay twenty-five percent (25%) of the costs. Prior to the expiration of the thirty (30) day right to withdraw period, City and County agree that any contractual obligation for costs, other than design engineering costs, will only be entered with the written consent of both City and County.
3. In the event that neither party withdraws from participating in the Joint Projects, the City and County will be responsible for the costs and expenses of the Joint Projects as follows:
 - a. City will pay the first One-Million Five Hundred Thousand Dollars (\$1,500,000) of all direct and indirect costs of the Joint Projects including design, rights-of-way acquisition, and construction costs.
 - b. County will pay the next Five Hundred Thousand Dollars (\$500,000) of all direct and indirect costs of the Joint Projects including design, rights-of-way acquisition, and construction costs.
 - c. City and County will each pay one-half (1/2) of all direct and indirect costs of the Joint Projects which exceed Two Million Dollars (\$2,000,000).

The overall project design is now complete and final acquisitions of right-of-way will be complete within the next thirty (30) days. Below is a financial summary including the costs incurred by the City to date as well as the Engineer's Estimate for the construction portion of the project:

- Project Design - \$487,427.00
Copies of the original agreement with A&Z Engineering, along with the two agreement amendments, are attached as Exhibit A.
- Right-of-way Acquisition - \$944,640.41
A copy of the parcel acquisition breakdown is attached as Exhibit B.
- Engineer's Estimate for Construction - \$5,452,740.00
A copy of the construction estimate is attached as Exhibit C.

In total, overall estimated project costs total \$6,884,807.41 and, per the existing agreement, would equate to the following for each party:

- **City - \$3,942,403.70**
- **County - \$2,942,403.70**

Prior to soliciting bids for this project, this information has been provided to Elkhart County with a request for confirmation of their desire to move forward with the existing agreement terms. While the agreement provides thirty (30) days for the County's response, we are requesting the Commission's permission to publish the first bid advertisement on August 11th with a due date for bids of September 11th. Due to the large scale of the project, we would like to provide as much time to as possible to interested bidders. Subject to the County's agreement to proceed, award of a contract would then occur at the September 12th Redevelopment Commission meeting.

Substantial completion deadline for the construction project will be September 30, 2024.

Exhibit A

AGREEMENT
Elkhart County Courts Consolidation
Public Infrastructure Improvements

THIS AGREEMENT is entered into on Oct. 11th, 2021, which is the last signature date set forth below, by and between **A & Z Engineering LLC** (“Contractor”), whose mailing address is 1220 Ruston Pass, Fort Wayne, Indiana, 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:

Section 1. Contractor Duties

Contractor shall provide City the following services which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary for professional design services for improvements to the public infrastructure necessary to accommodate the proposed site of the Elkhart County consolidated courthouse (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- A. Survey
 - 1. Topography
 - a. Location of buildings and structures located within the survey limits;
 - b. Right-of-way and property corners as determined by the record information;
 - c. All utilities including utility markers, valves, manholes, catch basins, hydrants, culverts, and cleanouts;
 - d. All surface labels;
 - e. All pavements, which include pavement markings, centerline markings, edge of pavement, curbs, sidewalks, service walks, retaining walls and driveways;
 - f. All landscaping, which includes trees and their diameters, landscape areas, bushes, shrubs, and other decorative amenities;
 - g. Surface utility information, which includes, but may not be limited to, septic tank lids, sewer cleanouts, pedestals, utility poles with notes regarding underground power drops, and utility reference/warning posts; and
 - h. The rim, inverts, and bottom of sewer structures, utility manholes, and vaults.
 - 2. Vertical/Horizontal Control and Documentation
 - a. Horizontal control shall be local and shall be witness tied
 - b. Vertical Datum shall be NAVD 88
 - 3. Surveyor shall provide copies of all survey field notes

4. Surveyor shall be responsible for acquiring right-of-entries and notifications of pending survey work
 5. The City will provide available utility information that should be incorporated into the final survey drawing
- B. Geotechnical investigation
1. Minimum of 15 borings distributed approximately 250' feet apart within the project limits along Peddlers Village Road and Reliance Road and within the limits of proposed basins
 2. Boring locations shall be confirmed by City staff; Additional locations may be requested
 3. Borings shall utilize continuous sampling to minimum depth of 15'
 4. A City representative shall be on-site for each boring
 5. Traffic Control in accordance with Indiana MUTCD shall be provided for the boring operations
 6. The report shall be sealed by a licensed professional engineer, present findings of the subsurface exploration, and include recommendations for subsurface stabilization recommendations, if necessary, pavement cross-sections and utility construction
 7. The City has already performed pavement cores within the construction corridor
- C. Preliminary study and alternatives report
1. The preliminary study and alternatives report serves to provide comprehensive consideration of reasonable improvement options and should include, but not be limited to, the following items:
 - a. Collect additional relevant background information;
 - b. Procure essential project data in addition to the geotechnical investigation (e.g., traffic projections, construction traffic load requirements, hydraulics);
 - c. Establish fundamental design criteria – particular consideration should be given to long-term maintenance requirements;
 - d. Identify and assess alternatives based on design criteria and total project costs;
 - e. Provide viable alternatives and identify optimal alternative for design; and
 - f. Evaluate the risk and viability of the project.
- D. All necessary permitting
1. The Consultant is responsible for all necessary construction permits including the Rule 5 submission. The Consultant shall ensure the conditions of each permit are consistent with the plans, specifications and cost estimate and shall submit copies of all permits with the final bid document

E. Roadway/corridor design plans in accordance with the City of Goshen/INDOT/AASHTO requirements, including:

1. Design documents and specifications for all proposed improvements;
2. Drainage design and calculations, including site drainage for adjacent developments affected by the proposed improvements;
3. Water/sewer design and details;
4. Design and plans for erosion control;
5. Design and plans for traffic control;
6. Design and plans for roadway lighting;
7. Utility coordination and relocation plans;
8. Design calculations; and
9. Quantity calculations and cost estimates.
10. Submittals of plans and estimates will be required at 60% and 90% of design, in addition to the final design and bidding documents.

F. Specifications are to be incorporated into the City's standard bidding process, including the standard specification documents

G. Bidding/Quoting

1. Bid documents including the project specifications and design plans shall be assembled into a single PDF for submission. The final bid document will be uploaded to the City of Goshen's bidding portal.
2. If additional information is required from the Consultant during the bidding process, other than clarification of the design/specifications, this task will be charged on a Time & Material basis based on the information provided in the proposal. Consultant shall respond within eight (8) hours of receiving any request for information. Responses shall be reviewed by the City of Goshen and will then be uploaded to the City's bidding portal.

H. Right-of-Way Engineering

1. Location Control Route Survey Plat
2. Legal Descriptions
3. Parcel Plats
4. Right of Way staking.

Section 2. Effective Date; Term

A. The agreement shall become effective on the day of execution and approval by both parties.

B. Contractor shall complete all Duties according to the following schedule:

1. 60% of Plans and Estimates on or before March 11, 2022
2. 90% of Plans and Estimates on or before May 13, 2022

3. All permits, Final Plans, and Bid Documents on or before June 30, 2022.

Section 3. Compensation

City agrees to compensate Contractor the sum of \$395,995.00 for performing all Duties, according to the charges attached hereto as Exhibit A.

Section 4. Payment

A. Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528

B. Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

C. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 6. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 7. Independent Contractor

A. 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.

B. Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.

C. 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.

Section 8. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of

Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee'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.

Section 9. Employment Eligibility Verification

A. 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.

B. 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 the Contractor subsequently learns is an unauthorized alien.

C. Contractor shall require their subcontractors, who perform work under this contract, to certify to the 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.

D. 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.

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 11. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 12. Indemnification

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 or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 13. Insurance

A. Prior to commencing work, the 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.

B. 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.

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

1. Workers Compensation and Employer's Liability - Statutory Limits
2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
4. Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
5. Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 14. Force Majeure

A. 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.

B. 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.

Section 15. Default

A. If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

B. It shall be mutually agreed that if Contractor fails to perform the services 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 fifteen (15) 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 services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

C. Contractor may also be considered in default by the City if any of the following occur:

1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.

3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
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 services described under these Specification Documents.
7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 16. Termination

A. The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

B. City may terminate this agreement, in whole or in part, in the event of default by Contractor.

C. 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 agreement.

Section 17. Notice

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Contractor: A & Z Engineering LLC
1220 Ruston Pass
Fort Wayne, IN 46825

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

A. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

B. 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 services. Failure to do so may be deemed a material breach of agreement.

Section 22. Miscellaneous

A. Any provision of this agreement shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between this Agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

B. This agreement 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.

C. In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

Section 26. Authority to Bind Contractor

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
Redevelopment Commission

By Becky Huttsen
Printed: BECKY HUTTSEN

Its: REDEVELOPMENT DIRECTOR

Date Signed: 10/7/2021

A & Z Engineering LLC

By: JAMAL T. ANASTAWI, PE
Printed:

[Signature]
Its: CO-OWNER - MEMBER

Date Signed: 10/11/2021

Exhibit A

	Description	Amount
DESIGN ENGINEERING		
A	Project Management	\$7,540
B	Preliminary Engineering Study	\$26,990
C	Topographic Survey	\$24,000
D	Roadway Design and Plans including Signing and Pavement Markings	\$195,450
H	Pavement Analysis/Design	\$12,192
I	Utility Coordination	\$8,950
J	Geotechnical Investigation and Report (20 Borings)	\$46,443
K	Traffic Signal Design	\$11,350
L	Lighting Design	\$6,020
M	IDEM Rule 5 Permit, Erosion Control Report, Plans, and NOI Letter	\$6,460
N	INDOT Permit	\$4,460
Q	Pre-Bid and Bid Phase Services	\$4,670
R	Reimbursable (Permit Fees, Publication costs, Copies, Milcage,etc.)	\$1,000
DESIGN ENGINEERING SERVICES SUBTOTAL		\$355,525
RIGHT OF WAY ENGINEERING		
S	Location Control Route Survey Plat	\$6,470
Y	Legal Descriptions (10 @ \$1,500.00 EA)	\$15,000
Z	Parcel Plats (10 @ \$1,500.00 EA)	\$15,000
AB	R/W Staking (10 @ \$400.00 EA)	\$4,000
RIGHT OF WAY ENGINEERING SERVICES SUBTOTAL		\$40,470
TOTAL		\$395,995

AMENDMENT NO. 1
Elkhart County Courts Consolidation
Public Infrastructure Improvements

THIS AMENDMENT NO. 1 is entered into on NOVEMBER 16TH, 2022, which is the last signature date set forth below, by and between **A & Z Engineering LLC** ("Contractor"), whose mailing address is 1220 Ruston Pass, Fort Wayne, Indiana, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission ("City").

RECITALS

WHEREAS, City and Contractor entered into an Agreement on October 11, 2022, for professional design services for improvements to the public infrastructure necessary to accommodate the proposed site of the Elkhart County consolidated courthouse ("Agreement").

WHEREAS, City and Contractor agree to amend the agreement to add Duties to be performed by Contractor.

WHEREAS, any modification or amendment to the terms and conditions of the Agreement must be made in writing and signed by both parties.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment No. 1, the parties agree as follows:

SECTION 1. Contractor Duties

The Agreement shall be amended by adding the following Duties to be included in the services that Contractor shall perform:

- A. Geotechnical investigation
 - 1. Undertake two (2) soil borings one each at two (2) proposed Retention Pond locations near the proposed Roundabout location to investigate groundwater infiltration and percolation rate and prepare Report.
- B. Roadway/corridor design plans in accordance with the City of Goshen/INDOT/AASHTO requirements, including:
 - 1. Design and prepare plans for two (2) Retention Ponds
- C. Right-of-Way Engineering
 - 1. Title Search Documents (T&E Reports)

SECTION 2. Effective Date; Term

- A. Contractor shall complete all Duties according to the following schedule:
 - 1. 60% of Plans and Estimates on or before August 29, 2022, (30 days from approval of drainage study of existing culvert under Peddlers Village Rd/CR17 intersection).

2. 90% of Plans and Estimates on or before 60 days from approval of 60% plans.
3. All permits, Final Plans, and Bid Documents on or before 45 days from approval of 90% plans.

SECTION 3. Compensation

City agrees to compensate Contractor the sum of Sixty-Five Thousand Four Hundred Twelve Dollars (\$65,412.00) for performing the Duties under this Amendment consistent with Exhibit A, attached hereto and made a part hereof (Four Hundred Sixty-One Thousand Four Hundred Seven Dollars (\$461,407.00) total for all Duties under the Agreement and this Amendment No. 1).

SECTION 4. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment No.1 shall remain in full force and effect.

SECTION 5. Authority to Execute

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

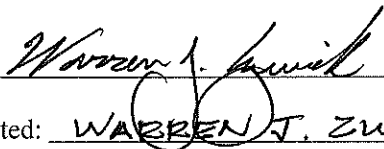
IN WITNESS WHEREOF, the parties have executed this Amendment on the dates as set forth below.

City of Goshen, Indiana
Redevelopment Commission

A & Z Engineering, LLC



Becky Hutsell, Director



Printed: WARREN J. ZWICK

Date Signed: 11/8/2022

Title: MEMBER
Date Signed: 11/16/2022

Exhibit A

Public Infrastructure Improvements (Reliance and Peddlers Village Roadways)				
City of Goshen				
Consultant: A&Z Engineering, LLC.				
August 15, 2022				
	Description	Original	Amendment No. 1	Amount
DESIGN ENGINEERING				
A	Project Management	\$7,540		\$7,540
B	Preliminary Engineering Study	\$26,990		\$26,990
C	Topographic Survey	\$24,000		\$24,000
D	Roadway Design and Plans including Signing and Pavement Markings	\$195,450	\$14,900	\$210,350
H	Pavement Analysis/Design	\$12,192		\$12,192
I	Utility Coordination	\$8,950	\$340	\$9,890
J	Geotechnical Investigation and Report (20 Borings)	\$46,443	\$18,672	\$65,115
K	Traffic Signal Design	\$11,350		\$11,350
L	Lighting Design	\$6,020		\$6,020
M	IDEM Rule 5 Permit, Erosion Control Report, Plans and NOI Letter	\$6,460		\$6,460
N	INDOT Permit	\$4,460		\$4,460
Q	Pre-Bid and Bid Phase Services	\$4,670		\$4,670
R	Reimbursable (Permit Fees, Publication costs, Copies,	\$1,000		\$1,000
DESIGN ENGINEERING SERVICES SUBTOTAL		\$356,526	\$34,512	\$390,037
RIGHT OF WAY ENGINEERING				
S	Location Control Route Survey Plat	\$6,470		\$6,470
Y	Legal Descriptions (16@ \$1,500.00 EA)	\$15,000	\$9,000	\$24,000
Z	Parcel Plats (16@ \$1,500.00 EA)	\$15,000	\$9,000	\$24,000
AB	R/W Staking (15@ \$400.00 EA)	\$4,000	\$2,000	\$6,000
AC	Title Search Documents/ 22 Owners		\$10,100	\$10,100
AD	Title Updates within 2 years / estimated 4 Owners at \$200 ea		\$800	\$800
RIGHT OF WAY ENGINEERING SERVICES SUBTOTAL		\$40,470	\$30,900	\$71,370
TOTAL		\$395,995	\$65,412	\$461,407

AGREEMENT NO. 2
Elkhart County Courts Consolidation
Public Infrastructure Improvements

THIS SUPPLEMENTAL AGREEMENT is entered into on April 11, 2023, which is the last signature date set forth below, by and between **A & Z Engineering LLC** (“Contractor”), whose mailing address is 1220 Ruston Pass, Fort Wayne, Indiana, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (“City”).

RECITALS

WHEREAS, City and Contractor entered into an Agreement on October 11, 2021, for professional design services for improvements to the public infrastructure necessary to accommodate the proposed site of the Elkhart County Consolidated Courthouse (“Agreement”)

WHEREAS, City and Contractor agree to amend the agreement to add Duties to be performed by Contractor.

WHEREAS, any modification or amendment to the terms and conditions of the Agreement must be made in writing and signed by both parties.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment No. 2, the parties agree as follows:

In consideration of the terms, conditions and mutual covenants contained in the Original City-Contractor Agreement dated October 11, 2021, the parties agree as follows:

Section 1. Contractor Duties

The Agreement shall be amended by adding the following Duties to be added in the services that the Contractor shall perform:

- A. Geotechnical Investigation
 - 1. Undertake one (1) soil boring at the CR 17 pond location to investigate soils and groundwater infiltration and percolation rate and prepare Report.
- B. Roadway/ corridor design plans in accordance with the City of Goshen/INDOT/AASHTO requirements, including:
 - 1. Design and prepare plans for revised Schrock Pond and the new pond inside CR 17 Right-of-Way
 - 2. Prepare erosion control plans incorporating the new pond.
- C. Utility Coordination
 - 1. Undertake utility coordination for the new pond area.
- D. Permit
 - 1. Include new pond in CSGP permit application and obtain approval.

Section 2. City's Responsibility

City agrees to obtain permission from other agencies to construct the new pond inside CR 17 right-of-way.

Section 3. Compensation

City agrees to compensate Contractor the sum of Thirty Two Thousand Nine Hundred and Thirty Dollars ((\$26,020.00) for performing the Duties under this Agreement consistent with Exhibit A, attached and made part hereof Four Hundred Eighty Seven Thousand Four Hundred and Twenty Seven Dollars (487,427.00) total for all Duties under the Agreement, Amendment No. 1 and this Amendment No. 2)

Section 3. Original Agreement and Amendment No. 1

In all respects, all other provisions of the original Agreement and Amendment No. 1 not affected by this Amendment No. 2 shall remain in full force and effect.

Section 4. Authority to Execute

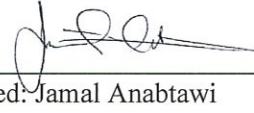
The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

City of Goshen, Indiana
Redevelopment Commission

A & Z Engineering LLC

By: 
Printed:

By: 
Printed: Jamal Anabtawi

Its: REDEVELOPMENT DIRECTOR

Its: Co-Owner/Member

Date Signed: 4/11/2023

Date Signed: 03/31/2023

Exhibit A

Public Infrastructure Improvements (Reliance and Peddlers Village Roadways) City of Goshen					
Consultant: A&Z Engineering, LLC. March 30, 2023					
	Description	Original	Amendment No. 1	Amendment No. 2	Amount
DESIGN ENGINEERING					
A	Project Management	\$7,540			\$7,540
B	Preliminary Engineering Study	\$26,990			\$26,990
C	Topographic Survey	\$24,000			\$24,000
D	Roadway Design and Plans including Signing and Pavement Markings	\$195,450	\$14,900	\$14,200	\$224,550
H	Pavement Analysis/Design	\$12,192			\$12,192
I	Utility Coordination	\$8,950	\$940	\$1,750	\$11,640
J	Geotechnical Investigation and Report (20 Borings)/2 pond Inf Test/New Pond Testing	\$46,443	\$18,672	\$8,020	\$73,135
K	Traffic Signal Design	\$11,350			\$11,350
L	Lighting Design	\$6,020			\$6,020
M	IDEM Rule 5 Permit, Erosion Control Report, Plans, and NOI Letter	\$6,460		\$2,050	\$8,510
N	INDOT Permit	\$4,460			\$4,460
Q	Pre-Bid and Bid Phase Services	\$4,670			\$4,670
R	Reimbursable (Permit Fees, Publication costs, Copies, Mileage, etc.)	\$1,000			\$1,000
DESIGN ENGINEERING SERVICES SUBTOTAL		\$355,525	\$34,512	\$26,020	\$416,057
RIGHT OF WAY ENGINEERING					
S	Location Control Route Survey Plat	\$6,470			\$6,470
Y	Legal Descriptions (10@ \$1,500.00 EA)/ 6 Addnl at Suppl 1	\$15,000	\$9,000		\$24,000
Z	Parcel Plats (10@ \$1,500.00 EA) / 6 Addnl at Suppl 1	\$15,000	\$9,000		\$24,000
AB	R/W Staking (10@ \$400.00 EA) / 5 Addnl at Suppl 1	\$4,000	\$2,000		\$6,000
AC	Title Search Documents/ 18 Owners at Suppl 1		\$10,100		\$10,100
AD	Title Updates within 2 years / estimated 4 Owners at \$200 ea		\$800		\$800
RIGHT OF WAY ENGINEERING SERVICES SUBTOTAL		\$40,470	\$30,900	\$0	\$71,370
TOTAL		\$395,995	\$65,412	\$26,020	\$487,427

Exhibit B

Property Acquisition Costs

Parcel X	Charles & Brenda Moore	Total Take	\$134,060.37
Parcel 2	Gospel Community Church	Fee Simple ROW, partial take; Temporary Grading ROW	\$40,803.33
Parcel 4	Sam & Sue Perri	Total Take	\$350,000.00
Parcel 5	Michelle & Travis Thaxton	Fee Simple ROW, partial take of two parcels	\$17,712.50
Parcel 8	Sun Brookside Manor	Permanent ROW	\$20,300.00
Parcel 9	Spacemaker Self Storage	Fee Simple ROW, partial take in 2 parcels	\$24,433.33
Parcel 12	Schrock Real Estate	Fee Simple ROW, partial take in 2 parcels; Temporary ROW for Driveway Construction	\$78,233.33
Parcel 14	Jeremy Krull	Fee Simple ROW, partial take	\$34,550.00
Parcel 15	Kurt Vargas & Norma Hernandez	Fee Simple ROW, partial take	\$3,250.00
Parcel 16	Martina Dawson	Fee Simple ROW, partial take	\$3,050.00
Parcel 17	Peter Perez	Fee Simple ROW, partial take; Temporary ROW for Driveway Construction	\$3,300.00
Parcel 18	Gary Pletcher	Fee Simple ROW, partial take; Temporary ROW for Driveway and Grading	\$3,300.00
Parcel 21	Carol Immel	Temporary ROW for Driveway Reconstruction	\$500.00
Parcel 22	Elsie Cheetold	Temporary ROW for Driveway Reconstruction	\$500.00
Parcel 1	Delmar & Stacy Birkey	Total Take	\$230,647.55
Total Acquisition Costs Incurred			\$944,640.41

Exhibit C

90% Plan Submission - Opinion of Probable Construction Cost



Client City Of Goshen
Project Peddlers Village Rd & Reliance Rd Roundabout

Date 12/29/2022 Calc:LSG

Place in Estimate	Item	Description	Quantity	Unit	Unit Price	Extension
	1	Construction Engineering (2%)	1	LS	\$92,420.00	\$92,420.00
	2	Mobilization and Demobilization (5%)	1	LS	\$231,050.00	\$231,050.00
	3	Clearing Right of Way (2%)	1	LS	\$92,420.00	\$92,420.00
	4	Erosion Control (1%)	1	LS	\$46,210.00	\$46,210.00
	5	Concrete Pavement, Remove	190	SYS	\$44.00	\$8,360.00
	6	Curb, Concrete, Remove	112	LFT	\$27.00	\$3,024.00
	7	Curb & Gutter, Concrete, Remove	1431	LFT	\$15.00	\$21,465.00
	8	Sewer Service, Remove & Plug Service	1	EA	\$1,500.00	\$1,500.00
	9	Sidewalk, Concrete, Remove	307	SYS	\$30.00	\$9,210.00
	10	Handhole, Remove	1	EA	\$490.00	\$490.00
	11	Detector Housing, Remove	1	EA	\$327.00	\$327.00
	12	Inlet, Remove	11	EA	\$1,086.00	\$11,946.00
	13	Manhole, Remove	1	EA	\$3,822.00	\$3,822.00
	14	Pipe, Remove	126	LFT	\$33.00	\$4,158.00
	15	End Section, Remove	1	EA	\$2,304.00	\$2,304.00
	16	Grinder Pump, Remove	1	EA	\$1,200.00	\$1,200.00
	17	Excavation, Common	21925	CYD	\$37.00	\$811,225.00
	18	Excavation, Unclassified	714	CYD	\$88.00	\$62,832.00
	19	Borrow	3156	CYD	\$33.00	\$104,148.00
	20	Subgrade Treatment, Type II	1703	SYD	\$19.00	\$32,357.00
	21	Subgrade Treatment, Type IBC	21419	SYD	\$13.00	\$278,443.00
	22	Structure Backfill, Type 2	980	CYD	\$43.00	\$42,131.00
	23	Flowable Backfill, Non-Removable	18	CYD	\$354.00	\$6,372.00
	24	Geogrid, Type 1A	2142	SYD	\$2.00	\$4,284.00
	25	Geogrid, Type 1B	1703	SYD	\$13.00	\$22,139.00
	26	Dense Graded Subbase	225	CYS	\$85.00	\$19,125.00
	27	Compacted Aggregate, No. 53	6145	TON	\$26.00	\$159,770.00
	28	Compacted Aggregate, No. 73	10	TON	\$68.00	\$680.00
	29	Milling Asphalt, Scarification/Profile	2202	SYS	\$4.00	\$8,808.00
	30	HMA Surface, Type C	2022	TON	\$105.00	\$212,310.00
	31	HMA Intermediate, Type C	2226	TON	\$95.00	\$211,470.00
	32	HMA Base, Type C	4907	TON	\$90.00	\$441,630.00
	33	Joint Adhesive, Surface	9764	LFT	\$1.00	\$9,764.00
	34	Joint Adhesive, Intermediate	7474	LFT	\$1.00	\$7,474.00
	35	Liquid Asphalt Sealant	9289	LFT	\$1.00	\$9,289.00
	36	Asphalt for Tack Coat	12	TON	\$772.00	\$9,264.00
	37	PCCP For Roundabout Truck Apron, 10"	450	SYD	\$127.00	\$57,150.00
	38	D-1 Contraction Joint	640	LFT	\$24.00	\$15,360.00
	39	Sidewalk, Concrete, 4"	1012	SYD	\$71.00	\$71,852.00
	40	Curb Ramp, Concrete	86	SYD	\$235.00	\$20,210.00
	41	Detectable Warning Surface	16	SYD	\$373.00	\$5,968.00
	42	Curb, Concrete, 6"	289	LFT	\$64.00	\$18,496.00
	43	Curb and Gutter, Concrete	292	LFT	\$74.00	\$21,608.00
	44	Curb and Gutter, Concrete, Modified	4566	LFT	\$43.00	\$196,338.00
	45	Concrete Center Curb, Type D, Modified	730	SYD	\$362.00	\$264,260.00
	46	Curb Turnout	6	EA	\$948.00	\$5,688.00
	47	Curb and Gutter, Concrete, Roll Curb	346	LFT	\$59.00	\$20,414.00
	48	HMA For Drive Approaches, Type B	291	TON	\$159.00	\$46,269.00
	49	HMA For Approaches, Type C	74	TON	\$170.00	\$12,580.00
	50	PCCP For Approaches, 6"	144	SYD	\$87.00	\$12,528.00
	51	PCCP For Approaches, 9"	1309	SYD	\$103.00	\$134,827.00
	52	Mailbox Assembly, Remove	5	EA	\$336.00	\$1,680.00
	53	Mailbox Assembly, Single, Remove and Relocate	19	EA	\$355.00	\$6,745.00
	54	Monument Section Corner Install	1	EA	\$857.00	\$857.00
	55	Monument, B	28	EA	\$870.00	\$24,360.00
	56	Monument, C	5	EA	\$750.00	\$3,750.00
	57	Monument, D	13	EA	\$338.00	\$4,394.00
	58	Riprap Revetment	81	TON	\$62.00	\$5,022.00
	59	Mobilization and Demobilization for Seeding	4	EA	\$541.00	\$2,164.00
	60	Fertilizer	43	LBS	\$1,231.00	\$52,933.00
	61	Mulch Seeding, U	19188	SYD	\$2.00	\$38,376.00
	62	Water	3	KGAL	\$7.00	\$21.00
	63	Topsoil, 2 in.	29	CYD	\$173.00	\$4,979.00
	64	Sodding, Nursery	515	SYD	\$15.00	\$7,725.00
	65	Detention Basin Seed Mix	59	LBS	\$750.00	\$44,404.00
	66	4' x 4' Scour Stop Transition Mat	17	EA	\$400.00	\$6,800.00
	67	Field Office, B	12	MOS	\$3,042.00	\$36,504.00
	68	Water Service, Adjust to Grade	6	EA	\$2,404.00	\$14,424.00
	69	Water Service, Remove & Plug Service	3	EA	\$2,404.00	\$7,212.00
	70	Pipe, HDPE, 8"	4	LFT	\$88.00	\$352.00
	71	Pipe, HDPE, 12"	371	LFT	\$96.00	\$35,616.00
	72	Pipe, RCP, 12"	769	LFT	\$88.00	\$67,672.00
	73	Pipe, CMP, 12"	40	LFT	\$128.00	\$5,120.00
	74	Pipe, HDPE, 15"	279	LFT	\$109.00	\$30,411.00
	75	Pipe, RCP, 15"	345	LFT	\$99.00	\$34,155.00
	76	Pipe, RCP, 18"	315	LFT	\$108.00	\$34,020.00
	77	Pipe, HDPE, 24"	315	LFT	\$163.00	\$51,345.00
	78	Pipe, RCP, 24"	277	LFT	\$164.00	\$45,428.00
	79	HMA For Structure Installation, Type C	3	TON	\$288.00	\$864.00
	80	Geotextile for Riprap, Type 1A	54	SYS	\$8.00	\$432.00
	81	Pipe End Section, Diameter 12"	14	EA	\$1,012.00	\$14,168.00
	82	Pipe End Section, Diameter 15"	2	EA	\$1,092.00	\$2,184.00
	83	Pipe End Section, Diameter 18"	4	EA	\$1,199.00	\$4,796.00
	84	Pipe End Section, Diameter 24"	4	EA	\$1,611.00	\$6,444.00
	85	Casting, Inlet, Adjust to Grade	3	EA	\$822.00	\$2,466.00
	86	Casting, Manhole, Adjust to Grade	3	EA	\$1,016.00	\$3,048.00
	87	Casting, Water Valve, Adjust to Grade	9	EA	\$1,056.00	\$9,504.00
	88	Inlet Type E-7	2	EA	\$3,354.00	\$6,708.00
	89	Inlet Type F-7	3	EA	\$3,289.00	\$9,867.00
	90	Inlet Type M-10	1	EA	\$4,470.00	\$4,470.00
	91	Manhole Type C-8	1	EA	\$5,519.00	\$5,519.00
	92	30" Round Inlet with Curb Casting	24	EA	\$4,600.00	\$110,400.00
	93	30" Round Inlet with 24" Beehive Casting	2	EA	\$4,600.00	\$9,200.00
	94	30" Round Inlet with 24" Solid Storm Casting	1	EA	\$4,600.00	\$4,600.00
	95	33" Round Inlet with Curb Casting	4	EA	\$5,000.00	\$20,000.00
	96	24" Catch Basin with Catch Basin Casting	2	EA	\$3,200.00	\$6,400.00
	97	30" Catch Basin with Curb Casting	2	EA	\$3,800.00	\$7,600.00
	98	30" Catch Basin with 24" Beehive Casting	1	EA	\$3,800.00	\$3,800.00
	99	48" Catch Basin with 24" Storm Casting	1	EA	\$4,800.00	\$4,800.00

100	48" Catch Basin with 24" Solid Storm Casting	1	EA	\$4,800.00	\$4,800.00
101	48" Catch Basin with Curb Casting	1	EA	\$4,800.00	\$4,800.00
102	48" Manhole with 24" Solid Storm Casting	6	EA	\$5,515.00	\$33,090.00
103	Core Structure	2	EA	\$1,500.00	\$3,000.00
104	Pipe Plug	1	EA	\$1,000.00	\$1,000.00
105	Fire Hydrant Assembly, Remove and Relocate	2	EA	\$5,424.00	\$10,848.00
106	Fire Hydrant Assembly, Adjust to Grade	2	EA	\$3,630.00	\$7,260.00
107	Casting, Gate Valve Box, Adjust to Grade	9	EA	\$750.00	\$6,750.00
108	Road Closure Sign Assembly	12	EA	\$315.00	\$3,780.00
109	Temporary Pavement Marking, Removable, 4"	2380	LFT	\$1.00	\$2,380.00
110	Temporary Transverse Pavement Marking, Removable, 24"	38	LFT	\$12.00	\$456.00
111	Detour Route Marker Assembly	112	EA	\$165.00	\$18,480.00
112	Construction Sign, A	34	EA	\$234.00	\$7,956.00
113	Construction Sign, B	12	EA	\$143.00	\$1,716.00
114	Flashing Arrow Sign	60	Day	\$18.00	\$1,080.00
115	Maintenance of Traffic (3%)	1	LS	\$138,630.00	\$138,630.00
116	Barricade Type III, B	144	LFT	\$17.00	\$2,448.00
117	Sign, Sheet, Remove	12	EA	\$73.00	\$876.00
118	Sign Post, Square, Type 1, Reinforced Anchor Base	210	LFT	\$18.00	\$3,780.00
119	Sign Post, Square, Type 2, Reinforced Anchor Base	64	LFT	\$38.00	\$2,432.00
120	Sign, Sheet, Relocate	9	EA	\$88.00	\$792.00
121	Sheet Sign with Legend 0.080 in.	112	SFT	\$21.00	\$2,342.00
122	Sheet Sign with Legend, Double-Faced, 0.100 in.	7	SFT	\$44.00	\$308.00
123	Sheet Sign with Legend 0.100 in.	94	SFT	\$25.00	\$2,347.00
124	Sheet Sign with Legend 0.125 in.	32	SFT	\$24.00	\$768.00
125	Signal Pole Foundation 36 IN x 144 IN	4	EA	\$4,368.00	\$17,472.00
126	Traffic Signal Head, Realign	3	EA	\$225.00	\$675.00
127	Signal Handhole	8	EA	\$1,787.00	\$14,296.00
128	Pedestrian Signal Head with Push Button	2	EA	\$7,500.00	\$15,000.00
129	Conduit, PVC, 2 IN., Schedule 80	586	LFT	\$58.00	\$33,988.00
130	Controller and Cabinet, TS2 Type 1, 8-Phase, Menu Driven, on P1 Foundation	1	EA	\$16,536.00	\$16,536.00
131	Conduit, PVC, 2 IN., Schedule 40	738	LFT	\$15.00	\$11,070.00
132	Loop Detector Delay Amplifier, Counting, 2 Channel	4	EA	\$439.00	\$1,756.00
133	Traffic Signal Head, 3-Section, 12" Red, 12" Amber, 12" Green	7	EA	\$920.00	\$6,440.00
134	Traffic Signal Head, 4-Section, 12" Red Arrow, 12" Amber Arrow, 12" Flashing Amber Arrow, 12" Green Arrow	1	EA	\$1,073.00	\$1,073.00
135	Span Catenary and Tether	4	EA	\$3,354.00	\$13,416.00
136	Disconnect Hanger	3	EA	\$362.00	\$1,086.00
137	Signal Cable, Service, Copper, 3c/8 GA	35	LFT	\$7.00	\$245.00
138	Signal Cable, Roadway Loop, Copper, 1c/14 GA	1826	LFT	\$1.00	\$1,826.00
139	Signal Cable, Control, Copper, 3c/14 GA	505	LFT	\$2.00	\$1,010.00
140	Signal Cable, Control, Copper, 5c/14 GA	927	LFT	\$4.00	\$3,708.00
141	Signal Cable, Control, Copper, 7c/14 GA	224	LFT	\$4.00	\$896.00
142	Signal Cable, Control, Copper, 9c/14 GA	198	LFT	\$33.00	\$6,534.00
143	Signal Cable, Detector Lead-In, Copper, 2c/16 GA	1266	LFT	\$7.00	\$8,862.00
144	Detector Housing/Wireless Sensor	6	EA	\$1,474.00	\$8,844.00
145	Saw Cut for Roadway Loop Detector and Sealant	538	LFT	\$12.00	\$6,456.00
146	Signal Strain Pole, Steel, Install, 30'	4	EA	\$10,494.00	\$41,976.00
147	Pavement Message Marking, Remove	2	EA	\$92.00	\$184.00
148	Line, Remove	150	LFT	\$3.00	\$450.00
149	Line, Multi-Component, Solid, White, 4 IN.	2873	LFT	\$1.00	\$2,873.00
150	Line, Multi-Component, Solid, Yellow, 4 IN.	7910	LFT	\$1.00	\$7,910.00
151	Line, Multi-Component, Broken, Yellow, 4 IN.	833	LFT	\$1.00	\$833.00
152	Transverse Marking, Multi-Component, Crosshatch Line, Yellow, 12 IN.	146	LFT	\$10.00	\$1,460.00
153	Line, Multi-Component, Solid, White, 6 IN.	90	LFT	\$10.00	\$900.00
154	Transverse Marking, Multi-Component, Stop Line, White, 24 IN.	166	LFT	\$15.00	\$2,490.00
155	Line, Multi-Component, Solid, Yellow, 6 IN.	1509	LFT	\$6.00	\$9,054.00
156	Line, Multi-Component, Broken, White, 6 IN.	20	LFT	\$2.00	\$40.00
157	Pavement Message Markings, Multi-Component Lane Indication Arrow	28	EA	\$190.00	\$5,320.00
158	Transverse Marking, Multi-Component, Crosswalk Line, White, 24 IN.	118	LFT	\$16.00	\$1,888.00
159	Line, Multi-Component, Dotted, White, 4 IN.	169	LFT	\$5.00	\$845.00
160	Transverse Marking, Multi-Component, Yield Line, White, 24 IN.	79	LFT	\$15.00	\$1,191.00
161	Grooving for Pavement Markings	10933	LFT	\$1.00	\$10,933.00
162	Line, Multi-Component, Broken, Yellow, 6 IN.	40	LFT	\$4.00	\$160.00
163	Snowplowable Raised Pavement Marker	40	EA	\$77.00	\$3,080.00
164	Meter Service Point	1	EA	\$2,099.00	\$2,099.00
165	Construction Notice Board	2	EA	\$500.00	\$1,000.00
166	Concrete Saddle For Vertical Utility Separation	1	EA	\$3,000.00	\$3,000.00
166	Contingency (5%)	1	LS	\$231,050.00	\$231,050.00
	Total (2023)				\$5,452,740.00

**Goshen Redevelopment Commission
Resolution 30-2023**

Acquisition of Real Estate at 1723 Reliance Road

WHEREAS, the City of Goshen plans to make roadway improvements at the intersection of Reliance Road and Peddler’s Village Road, hereinafter referred to as the “Project”;

WHEREAS, the City of Goshen needs to acquire certain real estate for the Project more commonly known as 1723 Reliance Road, Goshen, hereinafter referred to as the “Real Estate”;

WHEREAS, the Goshen Redevelopment Commission is providing funding for the City’s acquisition of the Real Estate;

WHEREAS, the Goshen Board of Public Works and Safety approved the terms and conditions of an Agreement for the Sale and Purchase of Real Estate, and further authorized Mayor Gina M. Leichty to execute the Agreement for the Sale and Purchase of Real Estate and any other documents on behalf of the Goshen Board of Public Works and Safety and the City of Goshen that are necessary to effectuate the City’s acquisition of the Real Estate;

NOW, THEREFORE, BE IT RESOLVED, that the Goshen Redevelopment Commission approves the terms and conditions and ratifies Mayor Gina M. Leichty’s execution of the Agreement for the Sale and Purchase of Real Estate attached to and made a part of this resolution.

PASSD by the Goshen Redevelopment Commission on August 8, 2023.

President

Secretary

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on _____, 2023, which is the last signature date set forth below, by and between **Samuel S. Perri and Sue A. Perri, husband and wife** (“Seller”), and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Board of Public Works and Safety (“Goshen”).

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 Goshen agrees to purchase the following real estate located in Concord Township, Elkhart County, Indiana, more commonly known as **1723 Reliance Road, Goshen, IN 46526**, and more particularly described as follows:

A part of the Southeast Quarter of Section 36, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana, and more particularly described as follows:

Beginning at a Harrison monument marking the Southeast corner of said Southeast Quarter; thence West, 174.84 feet, along the South line of said Southeast Quarter, and County Road 28, to the Southeast corner of the recorded plat of Kilmer Minor (Plat Book 18, Page 34); thence North 00 degrees, 49 minutes East, 180.32 feet, to a rebar at the Northeast corner of said plat; thence West, 390.12 feet along the North line of said Kilmer Minor and the North line of Lots 1 and 2 in the recorded plat of Deerfield (Plat Book 9, Page 41), to an iron pipe; thence North 00 degrees, 43 minutes, 55 seconds West, 197.30 feet, along the East lines of Lots 7, 8, and 9 in the recorded plat of Deerfield, to a rebar; thence East, 564.28 feet, to a point on the East line of said Southeast Quarter; thence South 00 degrees, 49 minutes, 39 seconds East, 22.64 feet, along the last described line and County Road 17; thence West, 185.00 feet; thence South 00 degrees, 49 minutes, 39 seconds East, 100.00 feet; thence East, 185.00 feet, to a point on the East line of said Southeast Quarter; thence South 00 degrees, 49 minutes, 39 seconds East, 255.00 feet, along the last described line and County Road 17, to the point of beginning.

AND

A part of the Southeast Quarter of Section 36, Township 37 North, Range 5 East, in Concord Township, Elkhart County, Indiana, more particularly described as follows: Beginning at a point on the East line of said Quarter Section that is 255 feet North of the Southeast corner of said Quarter Section; thence Westwardly parallel with the South line of said Quarter Section, 185 feet; thence Northwardly parallel with the East line of said Quarter Section, 100 feet; thence Eastwardly parallel with the South line

of said Quarter Section, 185 feet to the East line of said Quarter Section; thence Southwardly along the East line of said Quarter Section, 100 feet to the place of beginning.

Subject to all legal highways, easements, and restrictions of record.

Parcel Numbers: 20-06-36-478-008.000-013
20-06-36-478-017.000-013

The above described real estate 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.

IN LIEU OF EMINENT DOMAIN

Goshen is acquiring the Real Estate make roadway improvements at the intersection of Reliance Road and Peddler's Village Road. While the terms have been amicably negotiated between the parties, the parties have entered into the negotiation process to avoid the commencement of an eminent domain lawsuit.

PURCHASE PRICE

Goshen agrees to pay and Seller agrees to accept the total sum of Three Hundred Thirty Thousand One Hundred Dollars (\$330,100.00) to be paid at the closing.

APPRAISAL

Seller has obtained at Seller's expense an appraisal of the Real Estate. Seller has supplied a copy of the appraisal to Goshen.

ADDITIONAL COMPENSATION DUE SELLER

In addition to the purchase price set forth in the agreement, Goshen owes the following additional obligations to Seller for the Seller's relocation to a new site.

(1) In accordance with Indiana Code § 8-23-17-13(1), Goshen will pay to Seller actual reasonable expenses incurred by Seller in moving. The payment will be made after possession of the Real Estate is delivered to Goshen and within thirty (30) days after Goshen receives an invoice with supporting expense documentation from Seller.

(2) In accordance with Indiana Code § 8-23-17-17(a), Goshen will pay to Seller Two Thousand Five Hundred Dollars (\$2,500) to enable Seller to make a down payment on

the purchase of an adequate replacement dwelling. The payment will be made within thirty (30) days of the execution of this agreement or at closing, whichever occurs first.

(3) In accordance with Indiana Code § 8-23-17-17(b), Goshen will pay to Seller reasonable expenses incurred by Seller for evidence of title, recording fees, and other closing costs incidental to the purchase of the replacement dwelling, but not including prepaid expenses. The payment will be made within thirty (30) days after Goshen receives a supporting expense documentation (i.e., settlement statement) from Seller.

(4) In accordance with Indiana Code § 8-23-17-18 and Indiana Code § 8-23-17-20 and upon request of Seller, Goshen agrees to provide relocation assistance to Seller.

TAXES AND ASSESSMENTS

Seller shall pay the real estate taxes and assessments for 2022 due and payable in 2023. The real estate taxes and assessments for 2023 due and payable in 2024 shall be prorated between Seller and Goshen 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. Goshen shall pay all real estate taxes and assessments for 2024 due and payable in 2025 and thereafter.

TITLE SEARCH

A title search for the Real Estate shall be obtained. The cost of the title search shall be paid by Goshen. Any encumbrances or defects in title must be removed by Seller and Seller must convey merchantable title subject to standard title exceptions. Seller agrees to pay the cost of obtaining all other documents necessary to perfect title so that merchantable title can be conveyed.

WARRANTY DEED

Seller shall deliver to Goshen a warranty deed conveying merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments. Title shall be transferred to "City of Goshen, Indiana".

CLOSING

A closing will be held on or before August 31, 2023, unless the parties agree to a later date in writing. Goshen will pay the cost of the closing agent and costs of the closing except to the extent that such costs are specifically designated as the cost of the Seller by the terms of this agreement.

POSSESSION OF REAL ESTATE

(1) Possession and occupancy of the Real Estate will be delivered to Goshen on or before September 15, 2023, unless a later date of occupancy is agreed to in writing by Seller and Goshen.

(2) Except for any salvage rights granted to Seller, Seller shall maintain the Real Estate in its present condition as long as Seller retains possession.

(3) Seller shall remove all personal property and debris that is not included in the sale.

(4) Seller shall be responsible for payment of all utility charges through the date of possession.

(5) Seller shall assume the risk of loss until the closing at which time Goshen shall assume the risk of loss, unless Seller retains possession after the closing date. If possession is retained by Seller, the risk of loss shall remain with Seller until possession is given to Goshen.

SALVAGE RIGHTS

As long as the structure on the Real Estate can be secured and remains stable and safe, Seller may salvage any fixtures or other parts of the structure. It is understood and agreed by the Parties that the salvage rights of Seller shall be given to and executed by Habitat for Humanity, its agent for purposes of these salvage rights. Seller and/or its agent, Habitat for Humanity, must complete all salvage work by September 15, 2023.

AMENDMENT

Any amendment or modification to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

MISCELLANEOUS

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

(2) 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.

(3) 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.

(4) 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.

(5) All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

(6) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Goshen and Seller.

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

Seller

Goshen

Samuel S. Perri

Gina M. Leichty, Mayor
Goshen Board of Public Works & Safety
City of Goshen, Indiana

Date: _____

Sue A. Perri

Date: _____

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **July 12, 2023 through August 4, 2023** and finds that entries are allowed in the total amount of **\$ 2,919,719.86**

APPROVED on August 8, 2023

Brian Garber, President

Brianne Brenneman, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 07/12/2023 through 08/04/2023

406-560-00-431.0502		RDV NON-RVRT OP/Contractual Services	
8/1/2023	Affordable Lawn Service (04844)		\$1,115.00
Line Total for Period:			\$1,115.00
406-560-00-433.0000		RDV NON-RVRT OP/Printing & Advertising	
7/28/2023	Elan Corporate Payment Systems		\$52.00
Line Total for Period:			\$52.00
406-560-00-435.0101		RDV NON-RVRT OP/Electric	
7/17/2023	NIPSCO (00014)		\$48.59
8/3/2023	NIPSCO (00014)		\$235.14
8/3/2023	NIPSCO (00014)		\$35.56
Line Total for Period:			\$319.29
406-560-00-435.0201		RDV NON-RVRT OP/Gas	
8/3/2023	NIPSCO (00014)		\$39.72
8/3/2023	NIPSCO (00014)		\$24.39
Line Total for Period:			\$64.11
406-560-00-439.0301		RDV NON-RVRT OP/Subscriptions & Dues	
7/17/2023	Redevelopment Association of Indiana (07563)		\$125.00
7/17/2023	The Goshen News (00115)		\$253.68
Line Total for Period:			\$378.68
473-560-00-431.0502		SOUTHEAST TIF/Contractual Services	
7/27/2023	American Structurepoint, Inc. (03093)		\$18,517.00
7/27/2023	American Structurepoint, Inc. (03093)		\$13,539.95
Line Total for Period:			\$32,056.95
473-560-00-439.0930		SOUTHEAST TIF/Other Services & Charges	
8/4/2023	Baker Tilly Municipal Advisors, LLC		\$52,925.00
Line Total for Period:			\$52,925.00

473-560-00-442.0000		SOUTHEAST TIF/Capital Projects	
7/27/2023	Elkhart County Gravel, Inc. (00174)		\$4,018.02
7/28/2023	Elkhart County Gravel, Inc. (00174)		\$13,004.81
Line Total for Period:			\$17,022.83
480-560-00-431.0502		RR/US 33 TIF/Contractual Services	
7/27/2023	Beam Longest Neff - BLN (12772)		\$43,828.92
7/27/2023	Jones Petrie Rafinski Corp. (00463)		\$9,703.40
Line Total for Period:			\$53,532.32
480-560-00-439.0930		RR/US 33 TIF/Other Services & Charges	
7/27/2023	Goshen Utilities (00013)		\$103.18
7/28/2023	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$1,538.23
7/31/2023	Goshen Utilities (00013)		\$23.65
8/2/2023	Menards - Goshen Store # 3096 (01046)		\$225.23
Line Total for Period:			\$1,890.29
480-560-00-441.0001		RR/US 33 TIF/Property Acquisition	
7/17/2023	Gospel Community Church of Goshen, Inc.		\$39,470.00
7/21/2023	Elkhart County Superior Court		\$34,550.00
Line Total for Period:			\$74,020.00
480-560-00-442.0000		RR/US33 TIF/Capital Projects	
7/27/2023	Goshen Utilities (00013)		\$95.71
7/27/2023	Goshen, City of		\$85,000.00
7/27/2023	TeleData, Inc. (00663)		\$2,110.25
7/28/2023	NuWay Construction		\$74,144.09
7/31/2023	Abonmarche (05859)		\$63,000.00
Line Total for Period:			\$224,350.05
482-560-00-442.0000		RDV DIST CAP (08 RR BONDS)/Capital Projects	
7/17/2023	HRP Construction		\$295,592.74
7/17/2023	Niblock Excavating, Inc. (00653)		\$714,257.20
Line Total for Period:			\$1,009,849.94

482-560-00-442.0001

Capital Projects - East College

7/13/2023	HRP Construction	\$549,657.65
7/13/2023	Niblock Excavating, Inc. (00653)	\$902,485.75
Line Total for Period:		\$1,452,143.40

Total Expenditures for Period: \$2,919,719.86



August 2023 Redevelopment Staff Report

PROJECT: RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE

PROJECT DESCRIPTION

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

PROJECT UPDATE

- The City continues to work with INDOT and Norfolk Southern for the design of the Madison Street railroad Crossing. The quiet zone schedule is being driven by this work. Activities to be completed to implement the Quiet Zone are:
 - Installation of signs and delineators at the railroad crossings.
 - Traffic counts to be done at each of the railroad crossings.
 - 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 2024.
 - 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, to request an invoice. In 2022, the invoice was paid and Goshen Engineering is now working with Norfolk Southern on the design for the railroad crossing.

Goshen Engineering is working to engage American Structurepoint to serve as the City's agent to schedule another site meeting with the Federal Railroad Administration (FRA) and Norfolk Southern. The goal is to settle on a final plan in 2023 that can be implemented in 2024.

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.

Utility relocation will be finalized with the relocation of Frontier’s communication cable during the winter of 2022. Goshen Engineering is has issue a right-of-way permit for the relocation, but has not receive conformation the utilities are clear. Design plans are being finalized and bidding for this project is anticipated to occurring in the May 2023. Because of material lead times, it is anticipated this project will being construction in 2024.

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 will likely be delayed until late 2023 or 2024.

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

This project is substantially complete.

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 was received from Anderson Partners LLC to build a mixed-use project consisting of approximately 138 apartments and 1,000 square feet of commercial space. The Redevelopment Commission and City Council have approved a development agreement with the developer and the rezoning has been completed. The developers have been awarded READI grant funds and design work is underway. We are in the process of amending the River Race TIF to carve out this parcel, establishing it as its own allocation area, and will then proceed with issuance of the bond.

The design is eighty percent complete, and the City and its consultant are working through utility coordination. Due to a project conflict with a natural gas line, the City is working with NIPSCO to perform a utility relocation. This work is anticipated to be complete in 2023, which will push the City’s project into 2024. Project letting is still anticipated for June of 2023.

PROJECT: RIVER ART

PROJECT DESCRIPTION

The half block at 3rd & Jefferson is currently vacant and ready for development. The City is soliciting proposals from interested developers.

PROJECT UPDATE

A new RFP has been issued for redevelopment of this site with proposals due by April 11, 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. Goshen Engineering did not proceed with requesting bids for vault removal in 2022. If possible, we would like to proceed with the same scope of work in 2023.

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

The one-acre lot, established as the Millrace Townhomes Subdivision, is currently vacant and proposals are being solicited by interested developers.

PROJECT UPDATE

A new RFP has been issued for redevelopment of this site with proposals due by April 11, 2023.

PROJECT: COLLEGE AVE FROM US 33 EAST TO RAILROAD XING

PROJECT DESCRIPTION

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

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

American Structurepoint is actively working on the design. A public meeting was held the evening of December 6, 2023, with good turnout. The City will begin the process of purchasing right-of-way in 2023.

PROJECT: COLLEGE AVE FROM US 33 WEST TO NINTH STREET

PROJECT DESCRIPTION

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

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

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

PROJECT: SOUTH FIRE STATION STUDY

PROJECT DESCRIPTION

The 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

The study has been completed and the Redevelopment Commission has approved issuance of an RFP for design services for a new south fire station facility. Prior to proceeding with a traditional design/build, staff is exploring the “Build Operate Transfer” model and will bring an update to the Commission at next month’s 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. The survey and geotechnical work are complete. A conceptual plan has been completed and a review with redevelopment commission members has taken place. In February 2023, a public meeting was held with potentially affected property owners. Goshen Engineering continues to work on the project design, and anticipates bidding this project in the fall of 2023 for construction in 2024. It should be noted that depending on where other projects come in on cost, this project may need to be delayed.

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. The design is currently at 90-percent and is being reviewed. Bidding is anticipated in the spring of 2023. Right-of-way

purchasing is ongoing. Before bidding occurs, both the Redevelopment Commission and Elkhart County will need to review the project and the proposed cost and authorize the project to be bid.

PROJECT: KERCHER WELLFIELD LAND PURCHASE

PROJECT DESCRIPTION

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

The site has been purchased. City staff have begun designing the required improvements from withdrawal, to treatment, to transportation. This process is anticipated to take 3-years.

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

Construction contracts have been awarded to HRP Construction for Contracts 1 and 3 and Niblock Excavating for Contract 2. Work progressed through the winter of 2022 as weather allowed. HRP Construction was able to complete the gravity sewer installation and enough of the water main to allow Brinkley RV to occupy their first building in March 2023. The second building is well on its way to be being fully enclosed. HRP continues to install water main along County Road 31 to complete the water main loop. They are also working on the stormwater infrastructure within the development site as well as the development's primary lift station. The goal is to have Brinkley East completed by July, which will better support Brinkley RV's operation in Building No. 1 and future Building No. 2.

Niblock Excavating continues to balance the site with earth movement to allow the road, the development sites, and the detention basins to meet their final grades. Work on site earthwork will continue well into summer.

As we approach July and the Elkhart County Fair, County Road 36 will receive a pavement scratch coat to allow the road safely passed during the fair. Once the fair is over the road will be shut down once again in September to perform pavement reclamation and install a new pavement surface. This work will be an addition to the project, but necessary since the heavy construction in this corridor has severely damage the road bed.

The City and County continue to work together to address outstanding drainage issues.

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

The building is enclosed and Nuway is working on finalizing the interior framing, electrical and plumbing work. The exterior utilities are in and the rest of the site's exterior will start taking shape in the next month with the installation curb, pavement, and drive approaches. The City is working through several change order requests and time extensions from the contractor.