



GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF September 12, 2023

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

The Goshen Redevelopment Commission will meet on September 12, 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. OPEN PROPOSALS

Regent Square Court Redevelopment Property

5. NEW BUSINESS

Resolution 31-2023 Exchange of Real Property

Resolution 32-2023 Authorization to Execute Documents for the Exchange of Real Property

Resolution 33-2023 Agreement Amendment with American Structurepoint for Environmental Phase 2 for College Avenue Reconstruction Phase 1

Resolution 34-2023 Ratification of an Amendment to the Terms of the Sale and Purchase of Real Estate at 65736 State Road 15

Resolution 35-2023 Ratification of Agreement Amendment #2 with Nuway Construction for the New Goshen Park Maintenance Building Construction Project

Resolution 36-2023 Request to Approve Execution of an Agreement with Larry & Julia Gautsche for the Purchase of the Third Street Redevelopment Lots

Resolution 37-2023 Terminate Negotiations with Northern Indiana Clay Alliance for 113 W Jefferson Street and to Solicit Additional Proposals – ***Resolution to follow***

6. APPROVAL OF REGISTER OF CLAIMS

7. MONTHLY REDEVELOPMENT STAFF REPORT

8. 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.

9. ANNOUNCEMENTS

Next Regular Meeting – October 10, 2023 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of August 8, 2023

The Goshen Redevelopment Commission met in a regular meeting 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.

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, Brianne Brenneman, Steve Brenneman, Andrea Johnson, Brett Weddell and Bradd Weddell

Absent:

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the minutes of the July 11, 2023 regular meeting.

The motion was adopted unanimously.

DISCUSSION

Vacant Lot at 417 South Third Street

(:45) Becky Hutsell, Redevelopment Director, presented a map with the location of the vacant lot at 417 South Third Street. This is a historic lot that had a home which was demolished. There was an inquiry regarding the lot. Prior to requesting appraisals, wanted to reach out to the Commission for approval.

After discussion, the Commission agreed to issue a Request for Proposals for the property.

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

(4:75) Becky Hutsell, Redevelopment Director, a memo was provided showing the forgiveness amount in the past. Two loans were given to Goshen Theater are forgivable as long as conditions have been met.

(5:30) Susan Visser, Executive Director, thanked the Commission for the ongoing loan forgiveness. Talked about recent events at the theater.

A motion was made by Commissioner Johnson and seconded by Commissioner B. Brenneman to approve Resolution 25-2023 as amended.

The motion was adopted unanimously.

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

(9:00) Becky Hutsell, Redevelopment Director, a contract was awarded to Nuway Construction for the new Parks Maintenance facility in June. Items outside of the original scope have been identified which is an increase of \$48,530.00 for a new contract amount of \$2,538,133.06. All project deadlines and other terms and conditions will remain the same.

A motion was made by Commissioner Weddell and seconded by Commissioner B. Brenneman to approve Resolution 26-2023.

The motion was adopted unanimously.

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

(11:45) Becky Hutsell, Redevelopment Director, there is approximately seven (7) acres of land in question that is adjacent and part of existing linear park. Currently in the City of Goshen's name and asking to accept the transfer to Redevelopment to allow us to move forward with a RFP for the land. The RFP will be very specific to ensure the linear park maintains its integrity. Proposals will be due back 30 days after initial RFP offering.

A motion was made by Commissioner Weddell and seconded by Commissioner B. Brenneman to approve Resolution 27-2023.

The motion was adopted unanimously.

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

(13:00) Becky Hutsell, Redevelopment Director, in 2021 the Commission sold the residential property at 65736 State Road 15 to Nathan and Amber Butler. The home was previously a five unit rental that the Butler's are returning it to a single family home. One of the terms of the agreement was the improvements were to be completed by August 31, 2023. While significant process has been made not all improvements have been completed. Recommending an amendment to the agreement removing the deadline for completion of the remaining improvements while all other terms of the agreement shall remain the same. The Butler's have invited Commission members to tour the home.

A motion was made by Commissioner Weddell and seconded by Commissioner B. Brenneman to approve Resolution 28-2023.

The motion was adopted unanimously.

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

(19:00) Becky Hutsell, Redevelopment Director, gave an update of the project to the Commission. The overall project design is complete and final right-of-way acquisitions will be completed in the next 30 days. Bids will be advertised on August 11, 2023 with a due date of September 11, 2023.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 29-2023.

The motion was adopted unanimously.

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

(25:25) Becky Hutsell, Redevelopment Director, requesting approval from the Commission to proceed with the acquisition of 1723 Reliance Road. Purchase price is \$330,100 with relocation expenses.

Commissioner Brett Weddell thanked the Perri's for working with the Commission.

A motion was made by Commissioner Weddell and seconded by Commissioner B. Brenneman to approve Resolution 30-2023

The motion was adopted unanimously.

PRESENTATION

5 Year Capital Plan

Becky Hutsell, Redevelopment Director, presented a power point on the 5 Year Capital Plan. Ms. Hutsell went through each project in each TIF for the next five years. There are a lot of new developments that have 100% TIF reimbursement. With new developments there is a need for more first responders and public safety funding. There is new component that allows funds to be spent on public safety. Looking for feedback from the Commission regarding public safety with the purchase of police cars.

Questions and discussion regarding how the Commission can help with funding for public safety.

(1:34:55) Mayor Leichty thanked the Commission for considering making finances available for public safety.

A motion was made by Commissioner Weddell and seconded by Commissioner S. Brenneman to approve the 5 Year Capital Plan as presented.

The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner B. Brenneman to amend the Register of Claims to a new total of \$3,376,636.08

The motion was adopted unanimously.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the register of claims as amended.

MONTHLY REDEVELOPMENT STAFF REPORT

Redevelopment Director Becky Hutsell offered to answer any questions about the monthly report; however the Commission did not have any questions.

OPEN FORUM

Commissioner Graber asked Bodie Stegelmann if an appeal had been filed for the lawsuit regarding Western Rubber property and Mr. Stegelmann responded that no appeal had been filed yet.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for September 14, 2023 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 4:42 p.m.

APPROVED on September 12, 2023

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Brianne Brenneman, Secretary

City of Goshen

**Goshen Redevelopment Commission Resolution 31-2023
Goshen Board of Public Works and Safety Resolution 2023-28**

Exchange of Real Property

WHEREAS The Board of Commissioners of Elkhart County, Indiana (“County”) owns certain real property generally located south of Pike Street, north of Clinton Street, west of New Street, and east of the Elkhart River, and certain real estate between U.S. 33 and Westmoor Parkway in Goshen (“County Real Estate”);

WHEREAS the County Real Estate is more particularly described in the legal description attached as Exhibit A and depicted on the aerial view attached as Exhibit B;

WHEREAS as part of the Goshen Redevelopment Commission’s plan to the redevelop the area generally located south of Pike Street, west of New Street, east of the Elkhart River, and north of Lincoln Avenue, the Goshen Redevelopment Commission would like to acquire certain County Real Estate from County;

WHEREAS City of Goshen, Indiana (“City”) is also willing to accept from County certain County Real Estate between U.S. 33 and Westmoor Parkway;

WHEREAS County is willing to transfer certain County Real Estate to City of Goshen, Indiana for the use and benefit of its Department of Redevelopment, and certain County Real Estate to the City of Goshen, Indiana;

WHEREAS the City owns real property generally located south of the railroad tracks and west of North Main Street (“City Real Estate”);

WHEREAS the City Real Estate is more particularly described in the legal description attached as Exhibit C and depicted on the aerial view attached as Exhibit D;

WHEREAS the County would like to acquire the City Real Estate from City;

WHEREAS City is willing to transfer the City Real Estate to the County;

WHEREAS in accordance with Indiana Code § 36-1-11-8, a transfer or exchange of real property may be made with a governmental entity upon terms and conditions agreed upon by the entities as evidenced by adoption of a substantially identical resolution by each entity.

NOW, THEREFORE, BE IT RESOLVED that:

1. County agrees to transfer to City the County Real Estate as more particularly described in the legal description attached as Exhibit A and depicted on the aerial view attached as Exhibit B. The title to all real estate shall be transferred to City of Goshen, Indiana for the use and benefit of its Department of Redevelopment, except the title to the real estate between U.S. 33 and Westmoor Parkway shall be transferred to City of Goshen, Indiana.
2. The transfer of the County Real Estate shall be an exchange for the City Real Estate.
3. City accepts the transfer of the County Real Estate in “as is” condition with the transfer to be through a Quit Claim Deed. City releases and discharges the County from any and all claims, demands, actions, and causes of action caused by, arising out of, or related to the County Real Estate. City further agrees to indemnify and hold harmless County from and against all liabilities, damages, civil fines and penalties, costs, expenses, and fees, including reasonable attorney fees, for all claims, demands, actions, and causes of action caused by, arising from, or relating to the County Real Estate.
4. The City agrees to transfer to County the City Real Estate as more particularly described in the legal description attached as Exhibit C and depicted on the aerial view attached as Exhibit D.
5. The transfer of the City Real Estate shall be an exchange for the County Real Estate.
6. County accepts the transfer of the City Real Estate in “as is” condition with the transfer to be through a Quit Claim Deed. County releases and discharges the City from any and all claims, demands, actions, and causes of action caused by, arising out of, or related to the City Real Estate. County further agrees to indemnify and hold harmless City from and against all liabilities, damages, civil fines and penalties, costs, expenses, and fees, including reasonable attorney fees, for all claims, demands, actions, and causes of action caused by, arising from, or relating to the City Real Estate.
7. The City of Goshen’s Legal Department is authorized and directed to prepare the documents necessary to effectuate the transfer of County’s interest in the County Real Estate to City. Any costs for document preparation, title search, and filing and recording the deed shall be paid by City.
8. The Elkhart County Attorney’s Office is authorized and directed to prepare the documents necessary to effectuate the transfer of City’s interest in the City Real Estate to County. Any costs for document preparation, title search, and filing and recording the deed shall be paid by County.
9. This resolution, a substantially identical resolution adopted or to be adopted by County which is a condition for the effectiveness of this resolution, and the execution and the delivery of the respective deeds are intended to comply with Indiana Code § 36-1-11-8.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety of the City of Goshen, Indiana on September _____, 2023.

Gina M. Leichty, Mayor

Mary Nichols, Member

Michael A. Landis, Member

Barb Swartley, Member

Orv Myers, Member

PASSED and ADOPTED by the Goshen Redevelopment Commission of the City of Goshen, Indiana on September _____, 2023.

Brian Garber, President

Brianne Brenneman, Secretary

Exhibit A

COUNTY REAL ESTATE

The Board of Commissioners of Elkhart County, Indiana shall release and quitclaim to the City of Goshen, Indiana, for the use and benefit of its Department of Redevelopment, the following described real estate located in Elkhart Township, Elkhart County, in the State of Indiana, to-wit:

That part of the former Goshen Lateral Track as described in the conveyance to the Board of Commissioners of Elkhart County, Indiana as recorded in the Office of the Recorder of Elkhart County in Vol. 407, pages 526-532, located North of Clinton Street and South of the southern right-of-way line of Pike Street.

Parcel No. 20-11-09-185-006.000-015

ALSO, a part of the South half of Lot Number 277 in HOOD AND BRITTON'S ADDITION to the Town, now City, of Goshen, more particularly described as follows: Beginning Sixty-two (62) feet West of the Southeast corner of said Lot 277; thence in a Northwesterly direction to a point on the East and West centerline of said Lot 80 feet West of the East line of said Lot; thence East to the East line of said Lot; thence South to the Southeast corner of said Lot; thence West on the South line of said Lot and place of beginning.

Being tax code number 20-11-09-185-004.000-015.

ALSO, that part of Lots Number Two Hundred Seventy-five (275) and Two Hundred Seventy-six (276) in Hood and Britton's Addition to the Town, now City of Goshen, which lies east of the right of way of the Goshen Lateral Railway Company; ALSO the north half of the vacated Clinton Street adjacent South, by virtue of Vacation Ordinance 3037.

Being tax code number 20-11-09-185-005.000-015.

ALSO, all that portion of Lots Numbered Two Hundred Seventy-five (275) and Two Hundred Seventy-six (276) in Hood & Britton's Addition to the Town, now City, of Goshen, Indiana, which lies west of the west line of the right-of-way of the Goshen Lateral Railway Company; ALSO, the north half of the vacated Clinton Street adjacent South, by virtue of Vacation Ordinance 3037.

Being tax code number 20-11-05-184-012.000-015.

The Board of Commissioners of Elkhart County, Indiana shall release and quitclaim to the City of Goshen, Indiana, the following described real estate located in Elkhart Township, Elkhart County, in the State of Indiana, to-wit:

ALSO, Westmoor Addition Buffer Strip northeast of Westmoor Drive northwest of Sunset Boulevard, southwest of U.S. 33, containing .154 acre, more or less.

Being tax code number 20-11-08-202-001.000-015.

Exhibit B

AERIAL VIEW OF COUNTY REAL ESTATE



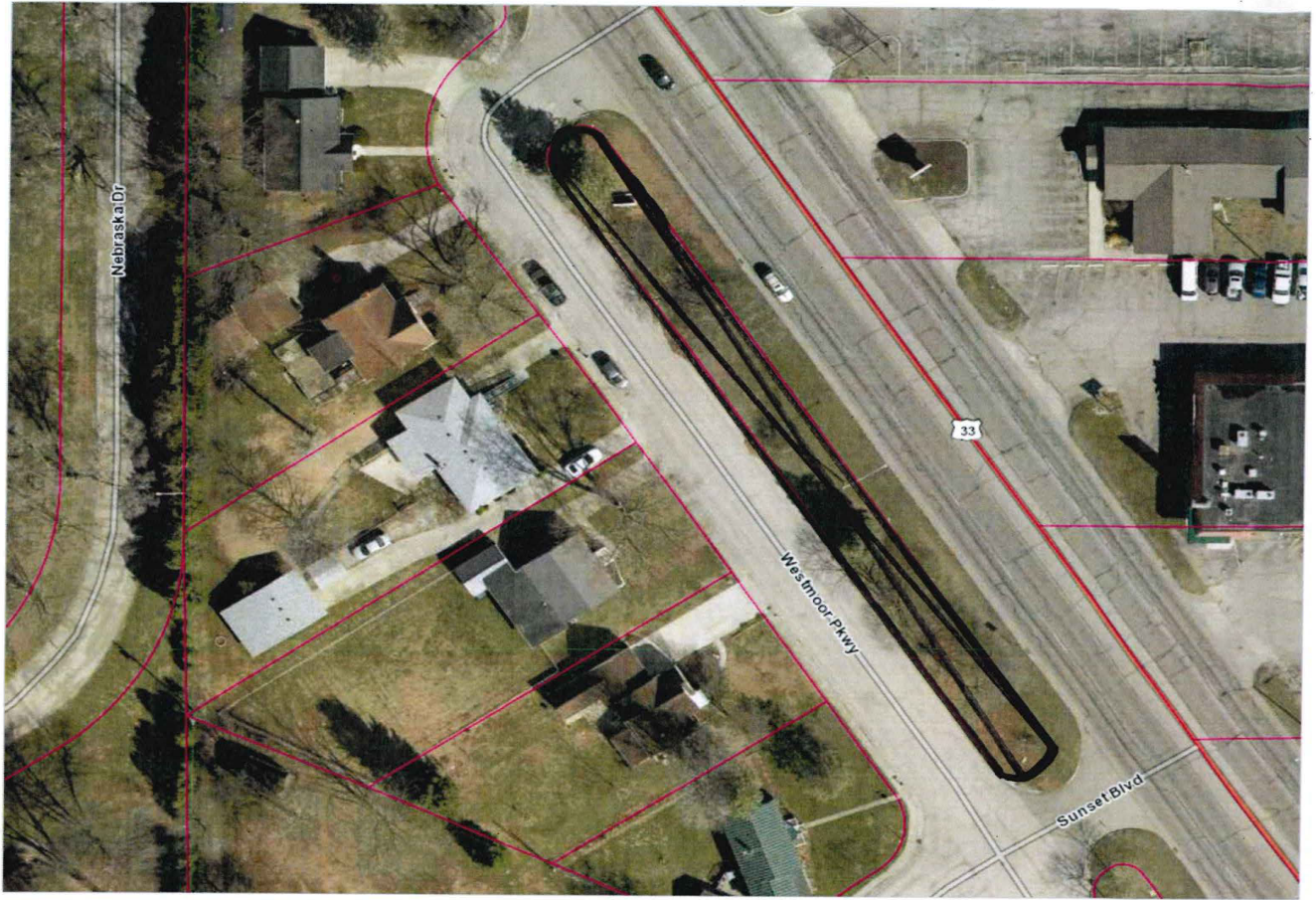


Exhibit C

CITY REAL ESTATE

The City of Goshen, Indiana, the City of Goshen, Indiana for the Use and Benefit of its Department of Redevelopment, and the City of Goshen for the Use and Benefit of its Department of Redevelopment, shall release and quitclaim to the Board of Commissioners of Elkhart County, Indiana, the following described real estate located in Elkhart Township, Elkhart County, in the State of Indiana, to-wit:

Parcel 1:

The South half (S 1/2) of Lot number Fifteen (15) in Crane's North Addition to the City of Goshen, Indiana, more fully described as follows:

Beginning at the Southeast corner of said lot; thence North 33 feet; thence West 165 feet; thence South 33 feet; thence East 165 feet to the place of beginning.

Tax Code Number: 20-11-09-259-016.000-015.

Parcel 2:

The North half (N 1/2) of Lot number Fifteen (15) in Crane's North Addition to the Town, now City of Goshen, Indiana.

Tax Code Number: 20-11-09-259-015.000-015.

Parcel 3:

Lot Number Sixteen (16) in Crane's North Addition to the City of Goshen, Indiana.

EXCEPTING therefrom Thirty-six (36) feet off of the South side of said Lot; said Plat being recorded in Deed Record 1, page 39, in the Office of the Recorder of Elkhart County, Indiana.

ALSO EXCEPTING that part of said Lot heretofore sold to the Indiana Railway Company and to the Lake Shore and Michigan Southern Railway Company (now known as the New York Central Railway Company).

Tax Code Number: 20-11-09-259-013.000-015.

Parcel 4:

That Part of Lot 17 in Crane's North Addition to the City of Goshen, Indiana lying South of Lake Shore and Michigan Central Railroad (now Penn Central Railroad).

Tax Code Number: 20-11-09-259-012.000-015.

Parcel 5:

Part of Lot Number Fourteen (14) in Cranes North Addition to the Town, now City, of Goshen, described as follows, to-wit: Commencing at the Northeast corner of Lot Fourteen (14); then West fifty-six (56) feet; then South sixty-six (66) feet; then East fifty-six (56) feet; then North sixty-six (66) feet to the place of beginning.

Tax Code Number: 20-11-09-259-011.000-015.

Exhibit D

AERIAL VIEW OF CITY REAL ESTATE



Goshen Redevelopment Commission Resolution 32-2023

Authorization to Execute Documents for the Exchange of Real Property

WHEREAS by Goshen Redevelopment Commission Resolution 31-2023, the Goshen Redevelopment Commission approved the exchange of certain real estate with The Board of Commissioners of Elkhart County, Indiana.

BE IT RESOLVED that the Goshen Redevelopment Commission authorizes Redevelopment Director Becky Hutsell to execute any and all documents on behalf of the Goshen Redevelopment Commission to effectuate the exchange of the real estate contemplated by Resolution 31-2023. This authorization is specifically approved for such real estate in which title is currently vested in the City of Goshen for the Use and Benefit of its Department of Redevelopment and the City of Goshen, Indiana for the Use and Benefit of its Department of Redevelopment.

PASSED and ADOPTED on September _____, 2023.

Brian Garber, President

Brienne Brenneman, Secretary

RESOLUTION 33-2023

**Request to Authorize Execution of Agreement Amendment No. 1 with
American Structurepoint for Environmental Phase II for College Avenue
Reconstruction Phase 1**

WHEREAS per INDOT's project review, an environmental evaluation of 2703 College Avenue is required to screen for potential environmental hazards.

WHEREAS American Structurepoint will perform a Phase II for an additional fee of \$29,526.32.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Agreement Amendment No. 1 with American Structurepoint and Mayor Leichty 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 September 12, 2023

Brian Garber, President

Brianne Brenneman, Secretary



**Engineering Department
CITY OF GOSHEN**

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

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
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Memorandum

To: Goshen Redevelopment

From: Dustin K. Sailor, Director of Public Works

RE: **COLLEGE AVENUE, PHASE 1 – AMERICAN STRUCTUREPOINT, AGREEMENT
AMENDMENT NO. 1 FOR ENVIRONMENTAL PHASE 2 (JN: 2019-0022)**

Date: September 7, 2023

Contract Amendment No. 1 is requested with American StructurePoint. Per INDOT's project review, they are requiring an environmental evaluation of Lippert's property at 2703 College Avenue. The environmental evaluation will screen for potential environmental hazards that could impact the project during construction. StructurePoint will perform a Phase II environmental evaluation to address INDOT's comments for an additional fee of \$29,526.32.

Goshen Legal is reviewing the contract provided by American StructurePoint, and once they provide their approval, we ask that Becky Hutsell be authorized to sign Agreement Amendment No. 1.

Suggested Motion: Move to approve Contract Amendment No. 1 with American StructurePoint for an additional fee of \$29,526.32 and authorize Becky Hutsell to sign the agreement once approved by Goshen Legal.

Amendment No. 1

This Amendment, made and entered into this ___ day of _____, 2023, by and between City of Goshen Board of Public Works and Safety, acting by and through its proper officials (hereinafter referred to as LPA) and American Structurepoint, Inc., (hereinafter referred to as CONSULTANT), a corporation organized under the laws of the State of Indiana.

WHEREAS, on March 25, 2020 LPA entered into a contract with the CONSULTANT for College Avenue Reconstruction Project, DES No. 1900739,

WHEREAS, the LPA has concurred with CONSULTANT's determination of Limited Phase II Environmental Site Assessment (ESA) services and has requested the additional services be performed by the CONSULTANT.

NOW THEREFORE, it has been determined by LPA and the CONSULTANT that the contract shall be amended as follows:

Appendix A, Paragraph D shall be revised to include **D.1** as follows:

D. Environmental Services

1. The CONSULTANT shall conduct a Red Flag Investigation (RFI) of the project corridor. The RFI will include a preliminary analysis of publicly available infrastructure, environmental, hydrological and cultural resources data within the project corridor. In addition, the IDEM Virtual File Cabinet will be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the RFI will be produced. The RFI will be prepared in general accordance with the INDOT Site Assessment & Management (SAM) Operating Manual. If after completion of the Red Flag survey and preliminary site investigation it is determined the project will require a Phase I Initial Site Assessment (ISA), Phase II Site Investigation, or development of a remediation work plan the services required to complete these additional investigations will be considered out of scope and additional or supplemental services will required.
2. The CONSULTANT shall carry out environmental analyses and develop the appropriate level of National Environmental Policy Act (NEPA) documentation for the project in accordance with INDOT environmental procedures as determined by the anticipated project impacts. A Level 2 Categorical Exclusion is anticipated for this project. The environmental services required to develop this project shall be in accordance with the *Procedural Manual for Preparing Environmental Documents* (2008) and the most recent *INDOT Categorical Exclusion Manual* and revisions thereto. Copies of these documents are on file with INDOT and are incorporated by reference and made a part hereof.
3. The CONSULTANT shall provide specialized studies required to complete the environmental document including evaluation of potential historic or cultural resources. This shall include a Historic Properties Report, Archaeological Records Check, and an Archaeological Field Reconnaissance as required. The CONSULTANT shall prepare appropriate Section 106 documentation in accordance with the INDOT Cultural Resources Manual. It is anticipated the project will result in a finding of "No Historic Properties." If consultation with INDOT and the State Historic Preservation Officer result in the identification of a resource eligible for listing on the National Register of Historic Places which could result in a finding of "No Adverse Effect "or

“Adverse Effect,” additional services will be required to complete the Section 106 process. These additional services will be considered out of scope, and additional or supplemental services will be required to complete the required consulting parties coordination and/or the preparation of a Memorandum of Agreement.

4. The CONSULTANT shall prepare necessary documentation to advertise and conduct a Public Hearing and one (1) Public Information Meeting for the project. Public notices and presentation graphics will be prepared for the Public Hearing and Public Information Meeting in accordance with the most recent version of the INDOT Public Involvement Procedures Manual and revisions thereto. A hearing transcript and responses to public comment will be prepared to facilitate the Public Hearing Certification. If the LPA requests additional public involvement meetings be held, additional or supplemental services will be required to facilitate these meetings.
5. It is not anticipated that Section 4(f) or Section 6(f) documentation will be required as part of this project. If during development of the preferred alternative it is determined a Section 4(f) or Section 6(f) resource will be impacted and a Section 4(f) or Section 6(f) evaluation is necessary, additional or supplemental services will be required to develop and evaluate potential avoidance alternatives, determine whether any alternatives are feasible and prudent, and analyze impacts from identified avoidance alternatives, as required for individual evaluations.
6. An analysis of Noise Impacts is not anticipated, as the scope of the proposed project is consistent with a Type 3 project, as defined in the most recent version of the INDOT Traffic Noise Analysis Procedures and revisions thereto. If during consultation with INDOT it is determined an analysis of noise impacts is required, services required for determining existing noise levels, identification of noise receivers, predictions of future noise levels, evaluation of impacts, and an analysis of noise abatement will be considered out of scope and additional or supplemental fees will be required.
7. If the CONSULTANT is required to provide an environmental service not listed above, the work to provide such additional service shall be considered a change in the scope of work. The environmental services required to develop this project shall be in accordance with the *Procedure Manual for Preparing Environmental Documents* dated 2008 and the most recent version of the *Categorical Exclusion Manual* and any revisions thereto. Copies of these documents are on file with the INDOT and are incorporated by reference and made a part hereof.
8. The CONSULTANT shall prepare a Wetland Delineation Report, including Qualitative Habitat Evaluation Index for streams to determine the presence of wetlands and other aquatic resources that are regulated by the US Army Corps of Engineers (USACE) and/or Indiana Department of Environmental Management (IDEM). The Wetland Delineation Report will include the location of wetlands or waterways and coordination with the design engineers regarding avoidance alternatives for the proposed project. The Wetland Delineation will be prepared in accordance with the USACE Wetland Delineation Manual (1987) and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.
9. The CONSULTANT shall prepare and submit the appropriate permit applications for the project including Section 401 Regional General Permit (RGP) to the Indiana Department of Environmental Management (IDEM) and Section 404 RGP to the United States Army Corps of Engineers (USACE). If during coordination with the USACE or IDEM it is determined that an individual permit and/or mitigation is required for impacts to water resources, the work to

identify potential sites and to prepare mitigation plans or other related services shall be considered a change in the scope or work, and additional or supplemental services will be required.

D.1 Limited Phase II Environmental Site Assessment (ESA)

- 1. Basic Services:** The tasks as outlined below constitute the scope for the assessment of potentially contaminated soils and groundwater (i.e. Limited Phase II Environmental Site Assessment (ESA)) for the proposed roadway reconstruction project along College Avenue located in Goshen, Elkhart County, Indiana. It is anticipated that the roadway reconstruction will include full depth reconstruction of the roadway with improvements that include the addition of a two-way left turn lane (TWTL), a new 10-foot-wide multi-use path and new storm sewer/curb and gutter system. The Red Flag Investigation (Des # 1900739) identified a Leaking Underground Storage Tank (LUST)/Voluntary Remediation Program (VRP) located at 2703 College Avenue, approximately 1,200 feet east of the intersection of College Avenue and Spring Brooke Drive. Available information indicates the site has currently and historically been occupied by Lippert Components Incorporated, an automotive parts manufacturer. Records indicate the property previously contained multiple underground storage tanks (USTs) containing gasoline and used oil in addition to buried debris, a lacquer thinner storage tank, and a hazardous waste storage area.

The Indiana Department of Environmental Management (IDEM) Office of Land Quality granted the facility a No Further Action (NFA) determination in relation to the LUST incident on July 2, 1999. Additionally, the IDEM VRP Program issued a Certificate of Completion for the property on January 21, 2020. Excavation is anticipated to reach depths as great as 10-feet for the entire project area (approximately 7-feet within the area of investigation for this Phase II ESA). Project activities occurring within the vicinity of the site include full depth reconstruction of the roadway, new curb and gutter system, and new storm sewer system. Because depth of excavation is expected to be as great as ten (10) feet below ground surface (bgs) and due to the potential to encounter contaminated soils and/or groundwater, a Limited Phase II Environmental Site Assessment is warranted to investigate the nature and extent of potential contaminated soil and/or groundwater within the project area.

- 2. Task 1 – Health and Safety Plan:** A Health and Safety Plan (HASP) will be prepared prior to mobilization to the site.
- 3. Task 2 – Utility Locates:** Prior to initiating any work in the project area, the Indiana Underground Plant Protection Service (IUPPS) will be contacted to locate public utility lines in the vicinity of the site. Utility locates will be requested from IUPPS a minimum of 48 hours prior to commencement of field investigations. Work being completed in this area is within the publicly owned right-of-way; however, IUPPS will not identify private utilities that service the site, buried storage tanks, or other subsurface appurtenances that may be present. Therefore, Blood Hound Underground Utility Locators will be contacted to identify the private utilities that service the project area or adjacent properties and other structures that might be located beneath the surface. Blood Hound will search for and mark utilities by use of ground penetrating radar or other non- invasive technologies in the areas of the proposed boring locations.

4. Task 3 – Sampling and Analysis Plan

- a. **Drilling Procedures:** CONSULTANT is proposing to advance ten (10) soil borings (B-1 through B-10) in the project area for the Limited Phase II ESA (see Figure 1). Proposed excavation depths of up to 10 feet are expected for storm sewer construction. A boring depth of 10 feet below ground surface (bgs) is being used to evaluate the subsurface conditions within the project area that might be encountered. A judgmental sampling approach is being employed that will target specific areas in the project area, based on findings of the RFI. The soil borings are anticipated to be advanced to a maximum depth of 10 feet, depending on geologic conditions. However, if auger refusal is met in the boring prior to reaching the desired depth, the boring will be offset a minimum of 5 feet and attempted again. Should auger refusal be met in both attempts prior to reaching the desired depth, the boring will be terminated at this depth and deemed complete.

The drilling procedure will include the advancement of soil borings via GeoProbe® direct push drill rig equipped with an acetate-lined, stainless steel core barrel soil sampler, or via hollow stem auger with stainless steel split spoon samplers. Soil samples will be extracted from the borehole in 2 or 4-foot intervals. This method will be repeated to the desired boring depth.

Upon the conclusion of sampling, all soil borings will be abandoned by an Indiana licensed well driller by removing the temporary well material to at least 2 feet bgs, filled with an inert substance (bentonite) to 6 inches bgs and capped with soil, asphalt, or concrete to match the surrounding ground surface.

All soil cuttings generated during drilling activities will be containerized in a 55-gallon drum, properly labeled and left on site until laboratory analysis for the collected samples is complete. Upon laboratory analysis, all soil cuttings will be properly transported and disposed, as required, based on laboratory analysis.

- b. **Decontamination Procedures:** All soil and water sampling equipment will be thoroughly cleaned prior to the drilling activity. The sampling equipment will also be cleaned between sample intervals using a solution of non-phosphate detergent and rinsed with potable water. All equipment shall also be cleaned, as necessary, between each boring.
- c. **Soil Sampling Procedures:** CONSULTANT will provide a Field Geologist to visually inspect and log each soil interval. Physical evidence of soil contamination will be noted, including soil staining, odor, or presence of free product. Soil will be collected from representative 1-foot intervals and immediately placed into a sealed plastic bag and placed on ice for potential sample collection. A portion of each soil interval will be visually inspected, logged and placed in a separate sealed plastic bag and set aside for approximately 10- 15 minutes to allow for equilibration of vapors within the bag headspace. Each sample will then be monitored for total photo-ionizable vapors (TPV) using a photo-ionization detector (PID) that will record the concentration of TPV (in parts per million) within the headspace of the sealed bag. Additionally, Level D Personal Protection Equipment (PPE) is recommended for work occurring on-site.

One soil sample from the boring displaying the highest probability of contamination, based on field observations and PID readings, will be submitted for analysis. If no

evidence of contamination is observed from the field indicators, CONSULTANT will submit a soil sample from the midpoint of the boring (4-5 feet) interval for laboratory analysis.

All soil cuttings generated during drilling activities will be containerized in a 55-gallon drum, properly labeled and left on-site until laboratory analysis for the collected samples is complete. Upon laboratory analysis, all soil cuttings will be properly transported and disposed, as required, based on results of the laboratory analysis.

- d. **Groundwater Sampling Procedures:** CONSULTANT is proposing to collect one groundwater sample from each boring, if groundwater is encountered within the 10-foot boring depth. Once the soil boring is advanced to the desired depth, a new, temporary 1-inch diameter PVC well screen and casing will be inserted into the borehole and groundwater will be extracted with a check valve (or foot valve) sampler and low-density polyethylene tubing. If available, at least one liter of groundwater shall be purged from the borehole, or until groundwater is notably cleared of suspended sediment. Groundwater will be transferred from the tubing directly to the laboratory provided sample containers. Groundwater samples will be immediately placed on ice and logged on a chain of custody form.
- e. **Laboratory Analysis:** One soil sample and one groundwater sample (if encountered) from each boring will be submitted to an accredited laboratory for analysis of the parameters listed below.
 1. Volatile Organic Compounds (VOCs) via EPA SW846 Method 8260B
 2. PAHs via EPA SW 846 Method 8270
 3. RCRA 8 Metals via EPA SW846 6010B/7471A/7470
 4. Hexavalent Chromium via EPA SW846 Method 7196A (*for soil samples with Total Chromium results that exceed IDEM Remediation Closure Guide (RCG) migration to groundwater screening levels for hexavalent chromium*)
 5. Semi-Volatile Organic Compounds+SIM (SVOCs) via EPA SW846 Method 8270
 6. Volatile Organic Compounds (VOCs) via EPA SW846 Method 8270
 7. Poly-Chlorinated Biphenyls (PCBs) via EPA SW846 Method 8082
 8. Percent Moisture via EPA SW846 Method 1664
 9. Toxicity Characteristic Leaching Potential (TCLP) RCRA 8 Metals via EPA Method 6010B (*required if total lead analysis > 100 ppm (20x RCRA)*)

Analysis for RCRA 8 Metals in groundwater will include both filtered and unfiltered metals. Filtration of the samples will occur at the laboratory. Soil and groundwater sample analysis will utilize analytical methods, detection limits, and QA/QC reporting protocol consistent with the Indiana Department of Environmental Management (IDEM) 2022 Remediation Closure Guide or other appropriate IDEM guidance which will include the submission of Trip Blanks for VOC analysis. Additional quality control samples are not anticipated.

5. Task 4 – Prepare Investigation Report

A technical report describing and documenting the activities performed during the investigation, a summary of field activities, and the laboratory analysis results will be provided. Any opinions and conclusions regarding the presence and extent of contaminants in the soil within the project boundary will be included in the report. The report will be prepared in accordance with the INDOT Site Assessment & Management (SAM) Manual.

In the event that contamination is found, CONSULTANT will utilize INDOT 2024 Standard Specifications and/or prepare draft special provisions (to be included as an appendix item) intended to be used for the project letting documents that provides specifications for the excavation, storage, removal, and transport of contaminated materials, and the appropriate backfill measures for excavation limits. The limits of excavation will be provided on aerial maps and/or project roadway plans. The limits of excavation will not extend beyond the anticipated construction limits for the project. Consultation with IDEM and/or US EPA is not included in our scope of services for this Phase II ESA.

CONSULTANT will not be responsible for reporting site conditions to the regulatory agencies. CONSULTANT is available for this correspondence, but this will constitute an Additional Service. If during consultation with the client, it is determined that the proposed project will require additional soil/groundwater characterization or remediation, the services required to complete a Further Site Investigation (FSI), or a Remediation Work Plan (RWP) related to the handling or disposal of contaminated materials, this will constitute an Additional Service. As indicated above, draft special provisions for the handling of contaminated materials will be included as supporting documentation.

CONSULTANT shall have no responsibility for oversight or supervision of the contractors or their employees, for the means and methods of construction, or for the safety of persons on or off the job site. We shall have no responsibility to remove hazardous materials. If contaminant conditions are encountered in the soil and/or groundwater samples during the Phase II ESA, we recommend the responsible party report the suspected release to the IDEM. We will not be responsible for reporting to any regulatory agencies.

CONSULTANT will provide the LPA with a draft investigation report for review and incorporate comments received into a final investigation report.

6. Deliverables

Phase II ESA Investigation Report

- a. Summary of the analytical results for soil and groundwater**
- b. Recommendations for further investigation, if necessary, including locations for additional soil borings and/or monitoring well installation**
- c. Maps and exhibits of the project area depicting sampling locations and other pertinent data**
- d. Appendices with soil boring logs, laboratory analytical report, draft special provisions for excavation/ handling of contaminated material, and appropriate supporting documentation**

Appendix D, Paragraph A.1 and A.2 shall be revised as follows:

APPENDIX "D"

A. Amount of Payment

1. The CONSULTANT shall be compensated for services to be performed under this Contract a total fee not to exceed ~~\$651,210~~ **\$680,810** unless approved in writing by the LPA.
2. The CONSULTANT shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Contract shall not exceed ~~\$474,150~~ **\$503,750** unless approved in writing by the LPA.

a. Survey	\$65,750
b. Environmental Services	
1) Red Flag and Initial Site Assessment	\$6,500
2) Section 106 Documentation	\$27,500
3) Categorical Exclusion Document	\$19,700
4) Wetland Delineation	\$10,600
5) Public Hearing	\$16,300
6) Public Information Meeting	\$11,800
7) Limited Phase II ESA	\$29,600
c. Road Design and Plan Development	\$198,000
d. Pavement Design	\$6,500
e. Pedestrian Bridge Design	\$47,050
f. Hydraulic Analysis & DNR Permit	\$13,800
g. Traffic Design Services	\$19,700
h. Meetings	\$8,900
i. Utility Coordination	\$16,900
j. Bidding Phase Services	\$2,650
k. Pre-Construction Meeting	\$2,500

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

American Structurepoint, Inc.

DocuSigned by:

Cash E. Canfield

F19A20CCE23A42D...
Cash E. Canfield, Chief Operating Officer

LOCAL PUBLIC AGENCY

Gina M. Leichty, Mayor
City of Goshen, Indiana



Source: 2016 IndianaMap Aerial Photography

2016 Aerial Photography

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

College Avenue Road Reconstruction
Des. No. 1900739
Location: Goshen
Township: Elkhart
County: Elkhart
State: Indiana

Date: 01/04/2021

AMERICAN STRUCTUREPOINT, INC.
MAN-HOUR FEE JUSTIFICATION BY CLASSIFICATION
Phase II ESA -- Lippert Components - 2703 College Avenue
Goshen, Elkhart County, Indiana

1/24/2023

	ESTIMATED TIME								
	Project Manager	Senior Environmental Specialist	Geologist/Environmental Specialist	Staff Scientist	Senior Technician	Staff Engineer	Survey Crew	Clerical	Total
Environmental Services									
Conduct Phase II Environmental Site Assessment -- per INDOT HazMat Manual/IDEM RISC Manual									
Prepare QAPP		1	2						3
Conduct Site Reconnaissance/Stake boring locations		8	8						16
Coordinate Scope of Work with INDOT SAM		2	2						4
Drilling/Utility Locate/Laboratory Coordination		2	2						4
Conduct Field Soil/GW Sampling			12						12
Assemble/Evaluate Laboratory Data		2	4						6
Prepare Maps, figures and tables		2	6						8
Cross Sections			4						4
Prepare Draft Phase II Report		4	16						20
Coordinate Draft Report w/ Client and Designers	2	2	2						6
Prepare Final Phase II ESA Report		1	4						5
QC Review	4	2							
Total Hours Environmental Site Assessment	6	26	62	0	0	0	0	0	94
Direct Expenses									\$ 16,283.40
Total Fee Environmental Site Assessment	\$ 1,198.68	\$ 4,548.44	\$ 7,495.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,526.32
Average Weighted Hourly Rate	\$ 199.78	\$ 174.94	\$ 120.90	\$ 74.19	\$ 124.74				

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel (field checks, coordination meetings, etc.)	\$ 0.575	532	\$ 305.90
Reproductions			\$ -
Materials (mylars)			\$ -
Copies (xerox)			\$ -
Lodging	\$ 120.00		\$ -
Meals	\$ 12.00	2	\$ 24.00
Sampling materials (gloves, sample bags, ice, etc.)	\$ 30.00	1	\$ 30.00
PID unit rental (per day)	\$ 100.00	1	\$ 100.00
Sampling pump rental (per day)	\$ 110.00		\$ -
55-Gallon Drum	\$ 75.00	1	\$ 75.00
Waste Characterization/Soil Disposal	\$ 500.00		\$ -
Filters	\$ 15.00		\$ -
Utility Locates (private)	\$ 1,000.00	1	\$ 1,000.00
Soil Boring Services			
Mobilization/Demobilization	\$ 300.00	1	\$ 300.00
Geoprobe Drilling (per day)	\$ 1,600.00	1	\$ 1,600.00
Geoprobe Drilling (partial day)	\$ 1,200.00		\$ -
Geoprobe Drilling (in excess of 10 hour day - Per Hour)	\$ 175.00	2	\$ 350.00
Granular Bentonite	\$ 13.00		\$ -
Concrete Mix	\$ 5.00	1	\$ 5.00
Asphalt Mix	\$ 18.00	2	\$ 36.00
Sample Liners	\$ 7.00	30	\$ 210.00
55-gallon Drum	\$ 50.00	1	\$ 50.00
Poly Tubing	\$ 0.25	130	\$ 32.50
PVC riser (10 ft)	\$ 12.00	5	\$ 60.00
PVC screen (5 ft)	\$ 19.00	5	\$ 95.00
PVC pointed plug	\$ 9.00	10	\$ 90.00
Bentonite	\$ 12.00	5	\$ 60.00
Overnight stay	\$ 150.00		\$ -
Traffic Maintenance (per day)	\$ 500.00		\$ -
Soil Sample Analysis			
TPH-ERO (EPA 8015M)	\$ 100.00		\$ -
TPH-GRO (EPA 5035/8015M)	\$ 100.00		\$ -
RCRA Metals -- As, Ba, Cd, Cr, Pb, Hg, Se, Ag	\$ 80.00	10	\$ 800.00
Total Cyanide (EPA 9010/9012)	\$ 35.00		\$ -
Free Cyanide (EPA 9014)	\$ 50.00		\$ -
Chromium VI (EPA 7196A)	\$ 85.00	10	\$ 850.00
VOCs (EPA 5035/8260)	\$ 65.00	10	\$ 650.00
SVOCs (EPA 8270)	\$ 155.00	10	\$ 1,550.00
PCBs 8082	\$ 90.00	10	\$ 900.00
PAHs (8270+SIM)	\$ 65.00	10	\$ 650.00
pH (SM 4500)	\$ 12.00		\$ -
Lead	\$ 70.00		\$ -
% Moisture (ASTM)	\$ 6.00	10	\$ 60.00
5035 Sample Kits	\$ 10.00		\$ -
Groundwater Sample Analysis			
RCRA Metals -- As, Ba, Cd, Cr, Pb, Hg, Se, Ag (EPA 6010)	\$ 100.00	20	\$ 2,000.00
Additional Metals (6010)	\$ 50.00		\$ -
Chromium VI (EPA 3500CR.B)	\$ 65.00	10	\$ 650.00
Total Cyanide (EPA 9012)	\$ 35.00		\$ -
Free Cyanide (EPA 9014)	\$ 25.00		\$ -
Cyanide (WAD)	\$ 55.00		\$ -
VOCs (EPA 8260)	\$ 65.00	10	\$ 650.00
SVOCs (EPA 8270)	\$ 155.00	10	\$ 1,550.00
PCBs 8082	\$ 90.00	10	\$ 900.00
PAHs (8270+SIM)	\$ 65.00	10	\$ 650.00
Lead and scavengers (8011)	\$ 18.00		\$ -
			\$ -

RESOLUTION 34-2023

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

WHEREAS the Commission approved the request in August to waive the deadline of August 31, 2023 on the remaining improvements that need to be completed.

WHEREAS an Amendment was executed by Becky Hutsell, Redevelopment Director and Nathan and Amber Butler on August 29, 2023.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the Amendment to the Terms of the Sale and Purchase of Real Estate at 65736 State Road 15 by Becky Hutsell, Redevelopment Director on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on September 12, 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: September 12, 2023

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

At last month's meeting, we requested permission to prepare and execute an agreement amendment with Nate and Amber Butler for the property at 65736 SR 15. They submitted an update report in advance of the original August 31st deadline, noting all of the improvements that have been completed, with a request to waive the deadline on the remaining portion of the work. The Commission approved the request. The Legal Department prepared the amendment and it has since been executed by both staff and the Butler's. We are requesting that the amendment now be ratified

In addition, on August 24th, the Butler's provided a tour of the property for Commission members. Myself, Brian Garber, Brienne Brenneman and Andrea Johnson were able to attend. Throughout the walkthrough, the extent of the work completed to date, along with their desire to restore the property's original details, was evident. They indicated that 2028 will mark the home's 150th birthday and their plan is to have an open house to allow the community to experience the home's history.

Suggested Motion: Move to approve the ratification of an Amendment to the Terms of the Sale and Purchase of Real Estate at 65736 SR 15

**AMENDED AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE
AT 65736 STATE ROAD 15, GOSHEN**

THIS AMENDED AGREEMENT is entered into on August 29th, 2023, which is the last signature date set forth below, between Nathan A. Butler and Amber D. Butler, Husband and Wife (hereinafter "Butler"), and the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (hereinafter "Redevelopment").

Recitals:

WHEREAS, Butler and Redevelopment entered into an Agreement for the Sale and Purchase of Real Estate on January 13, 2021 (the "Agreement") for the real estate at 65736 State Road 15, Goshen, Indiana 46526 (the "Real Estate");

WHEREAS, the closing on the Agreement occurred on February 4, 2021 with transfer of the Real Estate effectuated via Warranty Deed recorded on February 8, 2021 in the Office of the Recorder of Elkhart County, Indiana as Document No. 2021-03401;

WHEREAS, Butler granted Redevelopment a mortgage on the Real Estate to secure the performance of the obligations due under the terms of the Agreement and the provisions of the Mortgage dated February 4, 2021 and recorded in the Office of the Recorder of Elkhart County, Indiana on February 8, 2021 as Document No. 2021-03402;

WHEREAS, pursuant to the terms and conditions of the Agreement, Butler was to make various required modifications to the Real Estate and the structure located thereon within thirty (30) months of closing, or by August 31, 2023;

WHEREAS, Butler has made significant progress in completing the required modifications to the Real Estate as obligated by the Agreement and have invested more funds that originally contemplated by Butler and Redevelopment in completion of modifications to date;

WHEREAS, Butler requested a modification to the terms of the Agreement removing the deadline to complete required modifications to the Real Estate, which was accepted and approved by the Redevelopment on August 8, 2023 via Goshen Redevelopment Commission Resolution 28-2023;

NOW, THEREFORE, for and in consideration of mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Required Modification to 65736 State Road 15. Redevelopment agrees that Butler does NOT need to complete the required modifications to the Real Estate as outlined in the Agreement by August 31, 2023.

2. Mortgage. The parties acknowledge that the Mortgage (Document No. 2021-03402) was to secure the performance of obligations under the terms of the Agreement. The parties agree that all provisions of said Mortgage shall remain in full force and effect except as otherwise amended herein.
3. Modifications. Any modification or amendment to the terms and conditions of this Amended Agreement shall not be binding unless made in writing and signed by all parties. Any verbal representations or modifications concerning this Amended Agreement shall be of no force and effect.
4. Notice. Any notice required or desired to be given under this Amended 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 a party may designate in writing from time to time.

Redevelopment: City of Goshen Department of Redevelopment
 c/o Redevelopment Director
 204 E. Jefferson Street, Suite 6
 Goshen, IN 46528

AND

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

Butler: Nathan A. Butler & Amber D. Butler
 65736 State Road 15
 Goshen, IN 46526

5. Miscellaneous Provisions.

- 5.1. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
- 5.2. 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.
- 5.3. 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 shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

5.4. 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.

5.5. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach.

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


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

City of Goshen, Indiana

Butler




Becky Hutsell, Redevelopment Director



Nathan A. Butler

Date: 8/29/23



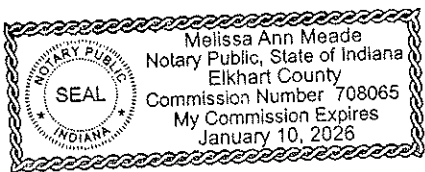
Amber D. Butler

Date: 8/29/23

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 and Amber D. Butler, as husband and wife, being known to me or whose identity has been authenticated by me, and acknowledged execution of the foregoing instrument as a voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this August 29, 2023.

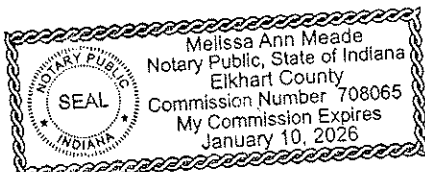


Melissa Ann Meade
Printed Name: Melissa Ann Meade
County of Residence: Elkhart
My Commission Expires: January 10, 2026
Commission No.: 708065

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Rebecca Hutsell, Redevelopment Director for the City of Goshen, Indiana, being known to me or whose identity has been authenticated by me, and acknowledged execution of the foregoing instrument as a voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this August 29, 2023.



Melissa Ann Meade
Printed Name: Melissa Ann Meade
County of Residence: Elkhart
My Commission Expires: January 10, 2026
Commission No.: 708065

RESOLUTION 35-2023

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

WHEREAS permission was granted to prepare and execute an Agreement Amendment No. 2 with Nuway Construction in August 2023.

WHEREAS Amendment No. 2 was executed by Becky Hutsell, Redevelopment Director and Nuway Construction on August 29, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission ratifies the Agreement Amendment No. 2 with Nuway Construction by Becky Hutsell, Redevelopment Director on behalf of the Goshen Redevelopment Commission and the City of Goshen.

PASSED and ADOPTED on September 12, 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: September 12, 2023

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

At last month's meeting, we requested permission to prepare and execute Agreement Amendment #2 with Nuway Construction for the new Parks Maintenance building. The items included in the amendment 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.

The changes associated with this amendment total \$48,530.00 bringing the total contract amount to \$2,538,133.06. Following the Commission's approval to proceed, the amendment was prepared and executed. We are now requesting ratification of the agreement amendment from the Commission.

Suggested Motion: Move to approve the ratification of Agreement Amendment #2 with Nuway Construction for the Construction for the New Goshen Parks Maintenance Building Construction Project

AMENDMENT NO. 2

New Goshen Parks Maintenance Building Construction Project

THIS AMENDMENT is entered into on August 29th, 2023, which is the last signature date set forth below, by and between **NuWay Construction** ("Contractor"), whose mailing address is 2119 Carmen Court, Goshen, Indiana, and **City of Goshen, Indiana**, a municipal corporation and political subdivision acting through the Goshen Redevelopment Commission ("City").

Recitals:

WHEREAS, City and Contractor entered into an Agreement on June 16, 2022 for New Goshen Parks Maintenance Building Construction Project;

WHEREAS, City and Contractor entered into Amendment No. 1 to the June 16, 2022 Agreement for New Goshen Parks Maintenance Building Construction Project on October 4, 2022;

WHEREAS, the Parties agree to amend the original Agreement and Amendment No. 1 to include additional services;

WHEREAS, the original Agreement and Amendment No. 1 requires that any modification or amendment to the terms and conditions of the Agreement to 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 June 16, 2022 Agreement and the October 4, 2022 Amendment No. 1, the parties agree as follows:

SECTION 1. Scope of Services.

1.01 The Agreement shall be amended by adding or modifying the following Services:

(A) Contractor shall include in the building plans the Installation of 8" thick wall to the west wall of Men's 111, the west wall of Women's 110, and the east wall of Break Room 101.

(B) Contractor shall include in the building plans the Installation of 12" Reinforced Concrete Pipe for structures and the two (2) drive culverts.

- (C) Contractor shall include in the building plans the Installation of 2-3/8" thick insulation board.
- (D) Contractor shall include in the building plans the Installation of Eleven (11) Gallon Galvanized Gutter Support Hangars.
- (E) Contractor shall provide and install a Jobsite Security Package while construction is in process, including jobsite camera, motion sensor, spotlight, and base station.
- (F) Contractor shall include in the building plans the Installation of Four (4) 1-1/2" PVC Conduits for Future EV Chargers.
- (G) Contractor shall include in the building plans the Installation of four (4) additional downspouts.
- (H) Contractor shall include in the building plans the Installation of three (3) 20-amp 125-volt duplex outlets and necessary wiring, and one (1) Data backbox with 1" conduit.
- (I) Contractor shall include in the building plans the Installation of East Side Downspouts, per SD1.1. as outlined in PCCO #012.
- (J) Contractor shall include in the building plans the Installation of Power and Data Conduit for Time Clock.
- (K) Contractor shall include in the building plans the Installation of a Gate for Mezzanine, as outlined in PCCO #018.
- (L) Contractor shall include Remediation of Unsuitable Soils on the Southwest Side of Site.
- (M) Contractor shall include in the building plans the Installation of an Additional Gate for South Side, 10' wide by 8' tall, single swing gate, black to match fence.

SECTION 2. Effective Date; Term.

- 2.01 The Amendment shall become effective on the day of execution and approval by both parties.

SECTION 3. Compensation.

3.01 City agrees to compensate Contractor, or Contractor agrees to Credit City, as appropriate, as follows for the modification of the Services under this Amendment:

(A) Installation of 8" Thick Wall	\$466.00
(B) Installation of 12" Reinforced Concrete Pipe	(\$5,500.00)
(C) Installation of 2-3/8' Thick Insulation Board	\$587.00
(D) Installation of Eleven (11) Galvanized Gutter Support Hangars	\$1,948.00
(E) Installation of Jobsite Security Package	\$644.00
(F) Installation of Four (4) PVC Conduits for EV Chargers	\$2,357.00
(G) Installation of Four (4) Additional Downspouts	\$3,845.00
(H) Installation of Electrical Receptacles	\$842.00
(I) Installation of Downspout changes on East Side	\$20,717.00
(J) Installation of Power and Data Conduit for Time Clock	\$851.00
(K) Installation of Gate for Mezzanine	\$7,816.00
(L) Remediation of Unsuitable Soils on Southwest Side of Site	\$9,059.00
(M) Installation of Additional Gate for South Side	\$4,898.00
Total sum of amendment of services	\$48,530.00

SECTION 4. Original Agreement

In all respects, all other provisions of the original Agreement and Amendment No. 1 to this Agreement not affected by this Amendment No. 2 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 by and through
Goshen Redevelopment Commission**

NuWay Construction

By: Becky Hutscup
Becky Hutscup
Redevelopment Director

Date Signed: 8/29/2023

By: Kylie Steele
Printed: Kylie Steele

Title: Project Manager

Date Signed: 8/29/23



**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: September 12, 2023

RE: Request to Pass a Resolution ending negotiations with Northern Indiana Clay Alliance for 113 W. Jefferson Street

Last spring, in response to the Commission's Request for Proposals for 113 W. Jefferson Street (former muffler shop), a full-priced offer was received from the Northern Indiana Clay Alliance. A copy of their proposal is attached.

In response to their proposal and in light of the fact that they're a start-up organization, the committee put forth the following offer:

Prior to Commencing Construction:

- Building plans to be approved by RDC no later than November 14, 2023. Plan should be approved through the City's Tech Review process in advance of final approval by RDC.
- Business Plan to be approved by RDC no later than November 14, 2023. Documentation of secured funding to be provided.
 - o *No building permits to be issued until both plans are approved.*
- Desire is to see large windows to allow community to see in to what's happening in the building. Would it be possible to leave the overhead doors, even if they're not used for vehicular access to the building anymore? (For 2 out of the 3).
- Annual report to the Commission until Option to Purchase is executed detailing accomplishments.

Rent Scale:

Year 1 - \$250/mo + Utilities

Year 2 - \$500/mo + Utilities

Year 3 - \$750/mo + Utilities

Year 4 - \$1,000/mo + Utilities

- Option to Purchase for \$192,500 with the condition that a minimum of \$250,000 has been invested into the building (not equipment) and can be documented

OR

- Request to extend lease for one (1) additional year

Year 5 - \$1,250/mo + Utilities

- Purchase for \$192,500

OR

- Renegotiate lease with RDC

NICA responded to the initial offer with the following counteroffer:

Prior to Commencing Construction:

- Building plans and timeline to be approved by RDC no later than November 14, 2025.
- Business Plan to be approved by RDC no later than January 30, 2025.

Rent Scale:

Year 1 - \$0/mo + Utilities – *During this time, the building will be under construction and Jefferson Street will be inaccessible. There will be no opportunity to earn income in the building. Construction on Jefferson is likely to impede access to the building well into year 2.*

Year 2 - \$0/mo + Utilities – *Increased to \$100/month upon completion of Jefferson Street Road construction project.*

Year 3 - \$250/mo + Utilities

Year 4 - \$500/mo + Utilities

Year 5 – Monthly fee at 8.5% of income + Utilities – *A \$6,000/month revenue projection would generate \$510/month in lease payments. NICA anticipates \$8,300/month revenue which would be \$700/month in lease payment during this time.*

Option to Purchase for \$192,500 with all lease payments for the first 5 years applied toward the overall purchase price.

The Selection Committee has reviewed the counteroffer and feels that the initial offer was fair but that the counteroffer is too far off to continue negotiations. In addition, it is not anticipated that the Jefferson Street Reconstruction project will have the impact that they suggest. We are recommending that the Commission reject the counteroffer and pass a resolution noting that we have failed to negotiate an agreeable deal. In addition, we recommend that additional offers be solicited for the property.



Northern Indiana
Clay Alliance

1708 Lincolnway E, Goshen, IN 46526 | IndianaClay.org | 574.903.9731

The Northern Indiana Clay Alliance (NICA), a 501(c)3 non-profit organization, was founded in 2022 capitalizing on over 300 years of ceramic history in our region and the City of Goshen. Indigenous peoples first made use of the natural resources of the land, Elkhart River, and surrounding areas, developing bowls, cups, and more for everyday life. In 1842, the first full-time ceramic studio was opened in Goshen, setting in motion an incredible story of artists flocking to our town to build careers as ceramic artists and manufacturers.

This tradition has continued throughout Goshen's modern history as over the last 60 years artists of all walks of life have built a career in the Maple City. Each year, hundreds of shoppers flock to Goshen to participate in the Michiana Pottery Tour, which in 2022 garnered over \$120,000 in regional sales during the two-day event. Goshen is known as a ceramics hotbed across the country. NICA membership already represents more than 50 working artists in this region, less than one year after our launch.

The Northern Indiana Clay Alliance is pleased to submit this proposal to remake 113 W. Jefferson Street into the Goshen Clay Center. We will create a place for our community to learn more about local ceramic history, develop skills, and to welcome nationally-known artists to our community for exhibitions and educational opportunities. As the front porch of downtown, this is a notable opportunity for Goshen to make a statement about our values and ability to think creatively about our city as a destination for the arts.

On a personal note, this opportunity fulfills a dream of mine to develop a space downtown for our community. Growing up in Goshen, I saw firsthand the transformation that has happened over the last several decades. When I consider how this building offers up the space, location, and a blank slate we desire, I know this is an opportunity worth pursuing. I am confident this space will be a great supplement to other thriving businesses downtown, giving visitors and citizens of Goshen another reason to spend time in this area of our city.

Attached you'll find our proposal, the requested budgets, and our vision for this property. We look forward to walking through this process with the Redevelopment Commission and providing a space for our community to experience the magic of ceramics in Goshen.

Sincerely,

Trevor Daugherty
Executive Director, Northern Indiana Clay Alliance
trevor@indianaclay.org | 574.903.9731
FEDIN: 92-0530070
Indiana ID: 8000268867

Goshen Ceramic Center

Sustainable

Community-driven

Opportunity

Resource for artists

Accessible



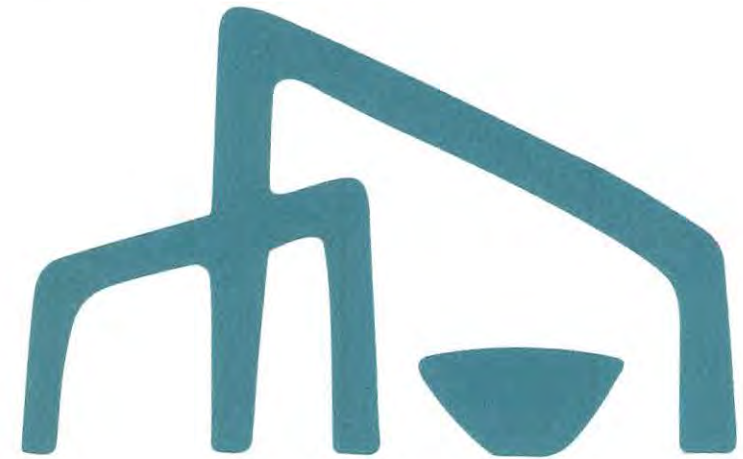
Who We Are



The Northern Indiana Clay Alliance was founded by Justin Rothshank and Trevor Daugherty in 2022. Each co-founder brings a unique skillset to this non-profit venture that aims to further the ceramic tradition in the area.

Our 501(c)3 organization comprises regional artists, stakeholders, and individuals from all walks of life. Our goal is to have a board and membership representative of our region's diversity as a whole.

NICA strives to offer a place for northern Indiana artists to gather, discuss ideas, and support each other. Our mission centers around providing opportunities for regional artists while preserving the 300-year history of clay in northern Indiana.



Northern Indiana
Clay Alliance

Justin Rothshank



Justin Rothshank has been working as a studio ceramic artist in Goshen, Indiana since 2009. In 2001 he co-founded the Union Project, a non-profit community arts center located in Pittsburgh, PA.

Justin serves as co-founder and president of the Northern Indiana Clay Alliance board of directors. In recent years his profile has risen on the national level as an artist, author, and teacher. He is also co-founder of the Michiana Pottery Tour and Indiana Clay Conference.

His work with the Union Project managing a \$1.5 million historic renovation project brings experience as a project manager and was honored with awards from state and national Historic Preservation agencies.

Trevor Daugherty



Trevor Daugherty is the co-founder and Executive Director of the Northern Indiana Clay Alliance and a studio potter located in Goshen.

Growing up in Goshen, he apprenticed under Dick Lehman at the Old Bag Factory for three years.

Trevor's professional career up until 2020 when he opened his studio has largely focused on publishing. He served as a partner and CFO of the 9to5 Group, a leading consumer technology publication managing a team of 30 with revenue surpassing \$12 million annually. Trevor, along with partner Breanna, are publishers of the award-winning *Edible Michiana* magazine.

Michiana Pottery Tour



While the Northern Indiana Clay Alliance is a recently-founded organization, it was born out of the Michiana Pottery Tour which began in 2011.

Each year of this event has seen an increase in annual sales, totalling \$100,000 across the two-day tour in 2021, and earning \$120,000 in 2022.

2023's event will feature 10 stops across Michiana and over 50 artists from all around the United States.

With over a decade organizing artists and managing funds from this event, Justin Rothshank and Trevor Daugherty bring their experience from the Pottery Tour to this project.

The Front Porch of Downtown



The Northern Indiana Clay Alliance, a 501(c)3 non-profit organization, aims to acquire 113 W Jefferson Street for a multi-purpose facility that capitalizes on the 300+ year history of ceramics in Goshen. As the front porch of downtown, this building represents a unique opportunity for our town to make a statement about its values. A community-focused art center, with a sustainable business plan and accessible programming, will serve as a destination for local, regional, and national patrons interested in the arts.

With a mix of classes, studio space, retail gallery, and home offices for NICA, this building will be a unique pillar of downtown life with the lights on nearly every day and night of the week. Evening classes will bring students to downtown, pairing well with the other entertainment and culinary options in this block and throughout the Goshen Arts and Culture District. A dedicated gallery space will further Goshen's reputation as a premier destination for ceramic arts in the United States.

A Sustainable Plan for Years to Come



A multi-pronged approach to revenue will ensure that the Goshen Ceramic Center will have a strong financial footing to withstand the economic ebbs and flows of Elkhart County. As a non-profit organization, we will have access to established funding sources interested in helping the arts thrive in Goshen, including the Elkhart County Community Foundation, the Indiana Arts Commission, Traditional Arts Indiana, National Endowment for the Arts, and more.

Our class schedule will serve upwards of 80 students per week, creating a user base that will be engaged in our mission for years to come. These same individuals will be customers for the retail gallery space, utilize our clay supply operation, and can be cultivated for giving as our organization grows. We envision leasing the space in one of the garage bays initially to a third-party to help further create a strong financial foundation.

As we have designed a renovated space, we have taken extra care to build out an energy-efficient studio that will lower the costs of operation. This includes a solar-powered energy supply, a new envelope built inside with a high R-value insulation, and new windows/doors.

Fitting In and Standing Out

As Goshen embarks on reimagining the Jefferson Street block between Main and Third Streets, any changes to the building should reflect those goals.

New windows, garage doors, and a refinished exterior will provide a clean visual that does not compete with the city's plans for this area. A potential gathering space on the street corner will provide room for students to gather before and after classes.



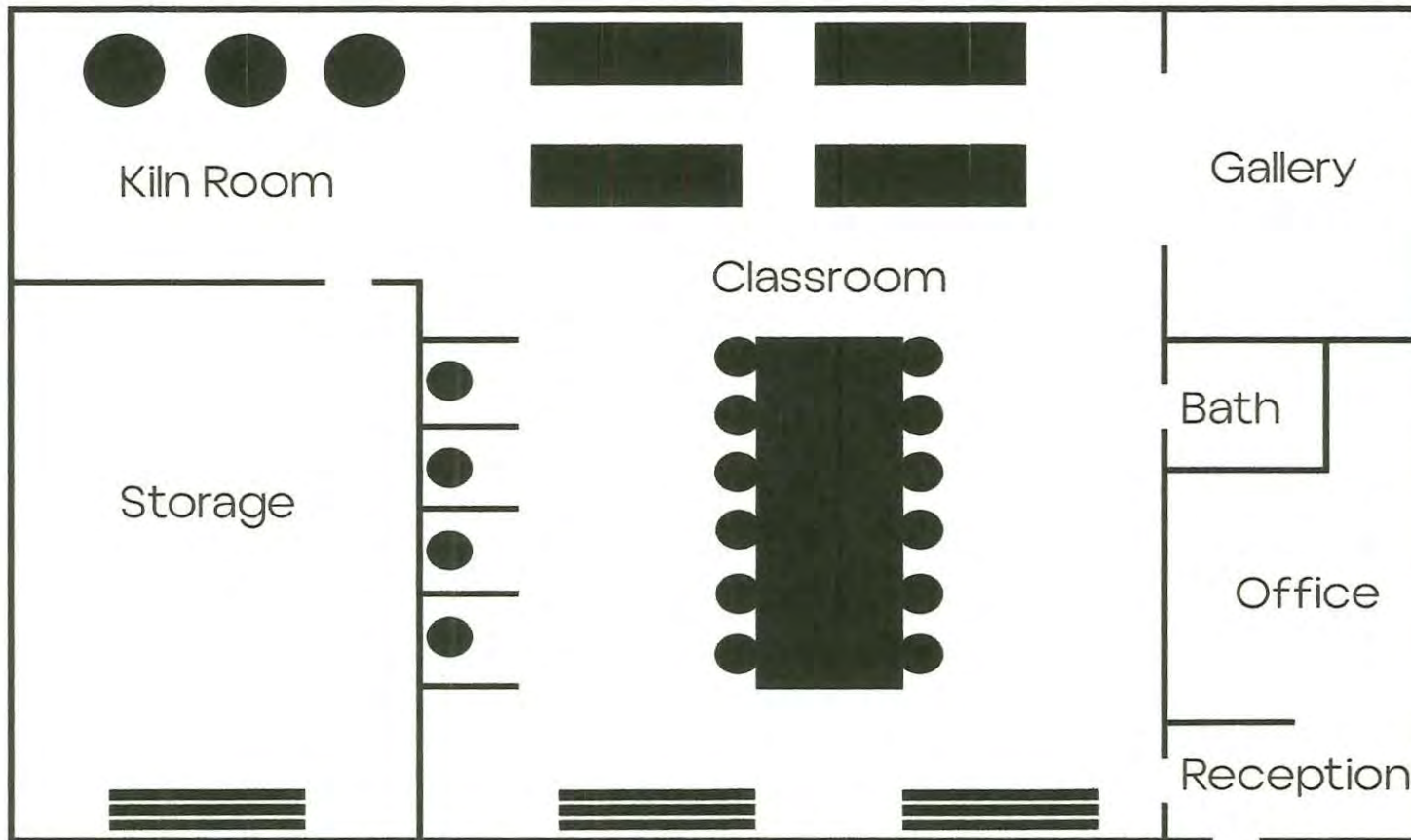


A Hub of Activity

With a class schedule focused on Monday through Thursday nights, having the lights on during traditionally quieter hours downtown will help bring more citizens to this area of Goshen. As students gather, there will be a desire to meet up and dine prior to or after class sessions. This will be a natural fit with other business and restaurants in the immediate area, including Constant Spring, Elephant Bar, Maple Indian, Biebs and Ash, Los Primos, and beyond.

The space will also be in-use during the day and on the weekends as a home base for the Northern Indiana Clay Alliance. A gallery will serve as a community gathering space with a rotating cast of local and nationally-acclaimed artists showcasing their work, including regular gallery openings around downtown events like First Fridays.

The Northern Indiana Clay Alliance also envisions launching a residency program for artists that are interested in living in Goshen. In partnership with La Casa, it will be our goal to offer an all-inclusive one-year experience for emerging artists to live downtown at The Hawks building and work within our space, further establishing our city as a premier destination for ceramics.



Multi-use space with the flexibility to change as needs evolve

NICA Jefferson St. Budget

Item	Details	Total	
Construction			
Plans & Permits		\$ 4,000.00	
	all plans & oversite to complete job as planned		
Demo & Site Work		\$ 2,000.00	
Wall Framing	ext. wall envelope plus 99' interior wall. materials (includes ext wall sheathing)		
	Miller's numbers	\$ 13,000.00	
Framing Labor	4 carpenter, 4 weeks (pl. holder)	\$ 36,000.00	
Doors & Trim	ext door to gallery (commercial, ADA complia	\$ 3,000.00	
	ext 12'x12' garage door (pl. holder)	\$ 3,500.00	
Windows & Trim	4 - 4'x4' inswing casements (placeholder)	\$ 6,000.00	
Plumbing	2 additional openings, drain & water lines (pl.	\$ 6,000.00	
HVAC	assume all elec. HVAC (pl. holder)	\$ 30,000.00	
Electrical	Jet Elec estimate (preliminary)	\$ 14,000.00	
Insulation	3500sq' 6" wetblow, 3759 sq' R 60 loose fill	\$ 12,000.00	
	2" foam board (ext. wall backer)	\$ 5,000.00	
Interior Wall Cover	2500 sq' drywall hung and taped in east area	\$ 6,000.00	
Millwork / Trim	2 int. steel doors, trim in east area (pl. holder)	\$ 4,000.00	
Cabinets / Appliances	sink base, ADA bars and mics fixtures (allowa	\$ 1,000.00	
Floor Covering	1250 sq ft @ \$10 per (allowance for east area	\$ 12,500.00	
Painting	place holder	\$ 10,000.00	
Clean-up	2 30 yd dumpsters	\$ 1,300.00	
Lift Rental		\$ 2,000.00	
	TOTAL	\$ 171,300.00	
Architect	TOTAL	\$ 20,000.00	
Solar Panels	TOTAL	\$ 60,000.00	
Studio Equipment			
			Units
Brent Model B	\$1,875	\$ 56,250.00	30
Skutt KM1227-3 Kiln	\$4,543	\$ 13,629.00	3
Brent Ware Cart	\$1,040	\$ 10,400.00	10
Brent SR14 Slab Roller	\$3,050	\$ 3,050.00	1
Brent Extruder HD	\$875	\$ 875.00	1
Speedball Bats - pack of 30 (Blue)	\$251.50	\$ 1,006.00	3
Work Tables	\$300	\$ 3,000.00	10
Stools	\$50	\$ 1,500.00	30
	TOTAL	\$ 89,710.00	
Gallery Materials		\$ 5,000.00	
Contingency (20%)		\$ 68,202.00	
	TOTAL	\$ 414,212.00	

Project Funding and Revenue Sources

Through conversations during the quiet phase of our non-profit launch, we have identified a number of individuals and foundations at the local, state, and regional levels that are interested in supporting this mission.

We envision raising funds for our capital costs through a mix of grant and loan requests from entities like the Elkhart County Community Foundation, the Indiana Arts Commission, the City of Goshen, and other local groups engaged in our mission.



Annual Revenue



We envision a multi-pronged approach to revenue to ensure a sustainable plan that can weather economic changes in our region.


A mix of studio classes that rotate on a regular schedule, studio space for artists, gallery sales, and rental income from our garage bay, and membership dues from various programming throughout the year will provide multiple streams of income.

Part of our sustained success will be built around converting beginner students to members, gallery shoppers, and participants in other programming.

- Classes: \$43,200
- Open Studio Rental: \$6,000
- NICA Memberships: \$15,000
- Gallery Sales: \$12,000
- Rental from Garage Bay: \$6,000
- Symposium / Workshops: \$5,000
- Grants / Donations: \$15,000

Projected annual revenue: \$102,200

Timeline



We envision that remodeling of the building would happen largely in tandem with the Jefferson Street refurbishment project.

Our timeline is focused on construction happening throughout the first half of 2024 with equipment for classes arriving in the summer.

We plan to open the building to the public in partnership with the 2024 Michiana Pottery Tour, which occurs during the last weekend of September.

- May 2023: Agree to terms with Goshen Redevelopment Commission
- June - December 2023: Fundraising, secure financing, working with architect and city on final design
- January 2024: Construction begins
- June 2024: Studio equipment arrives
- September 2024: Grand opening
- October 2024: First studio classes begin

Regional Clay Center Comparisons

Goshen Clay Artist Guild

The Goshen Clay Artist Guild is the nearest comparable art center. Its established history in Goshen has set a foundation for arts in our area but limited class sizes and a full membership roll prohibit students from becoming a permanent part of the Guild. As members of the Northern Indiana Clay Alliance, many Guild artists are already working with our organization.

- Offers 12 week classes
- Priced from \$250
- Limited room for growth



South Bend Museum of Art

The South Bend Museum of Art offers a rotating schedule of classes two times per year. The fall session will feature ten different classes including offerings for youth and children.

- Priced from \$150 for children, \$210 for adults
- Wide range of class topics
- Many classes, limited windows throughout the year
- Most students from the city of South Bend



South Bend Fire Arts

A 501(c)3 non-profit located in downtown South Bend, Fire Arts offers a combination gallery and class space for local students. Fire Arts is the most comparable to our proposal, however their class schedule is more limited than we envision.

- 4 week classes
- Priced from \$210
- Adults only
- Offers residency program
- Appeals to South Bend residents



The Pottery

The Pottery located in Kendallville's Community Learning Center offers a mix of classes and full-time studio rental space for artists.

- Mix of adults and youth classes
- Studio rental space from \$250/mo
- Classes from \$30
- Full-time studio manager



Residency Program: Making Goshen a Destination



As demonstrated by the 50+ ceramic artists that participate in the annual Michiana Pottery Tour, Goshen and the surrounding area is known as a worthwhile place to make a career in clay.

Fostering the next generation of artists is crucial as we continue to do the work of establishing Goshen as a destination. One way that we aim to do that is with a full-time residency program that brings up-and-coming artists to Goshen to work and live downtown.

- 9-month residency program
- Full-time teaching, studio practice, and gallery sales position
- Living quarters provided at The Hawks building
- Automatic enrollment in various shows throughout the year
- Solo gallery exhibition to conclude residency program



Building Acquisition

Our proposal to acquire 113 W Jefferson St centers around the successful models the Redevelopment Commission has followed with other properties in Goshen. We propose to purchase the existing structure at the appraised rate detailed in the RFP of \$192,500 following an extended lease plan.

NICA plans substantial investment to rehabilitate the structure of the building and furnish it with required studio equipment. The flexibility of a minimal monthly lease expense will give us the means to ensure our vision is sustainable for years to come. We firmly believe that the work to be done at the outset of this project will provide a foundation for success.

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 **August 9, 2023 through September 8, 2023** and finds that entries are allowed in the total amount of **\$2,496,022.73**

APPROVED on September 12, 2023

Brian Garber, President

Brianne Brenneman, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 08/09/2023 through 09/08/2023

406-560-00-431.0502		RDV NON-RVRT OP/Contractual Services	
9/6/2023	Affordable Lawn Service (04844)		\$960.00
		Line Total for Period:	\$960.00
406-560-00-433.0000		RDV NON-RVRT OP/Printing & Advertising	
8/16/2023	Community Business Equipment (04491)		\$21.99
		Line Total for Period:	\$21.99
406-560-00-436.0100		RDV NON-RVRT OP/Repairs & Maintenance	
8/22/2023	City of Goshen Utilities		\$160.00
9/5/2023	Menards - Goshen Store # 3096 (01046)		\$16.99
		Line Total for Period:	\$176.99
406-560-00-439.0930		RDV NON-RVRT OP/Other Services & Charges	
8/9/2023	The Goshen News (00115)		\$49.81
		Line Total for Period:	\$49.81
473-560-00-431.0502		SOUTHEAST TIF/Contractual Services	
9/6/2023	American Structurepoint, Inc. (03093)		\$14,923.90
		Line Total for Period:	\$14,923.90
473-560-00-442.0000		SOUTHEAST TIF/Capital Projects	
9/6/2023	Abonmarche (05859)		\$53,000.00
9/6/2023	Elkhart County Gravel, Inc. (00174)		\$73,392.47
		Line Total for Period:	\$126,392.47
480-560-00-431.0502		RR/US 33 TIF/Contractual Services	
8/22/2023	A & Z Engineering, LLC		\$800.00
9/6/2023	American Structurepoint, Inc. (03093)		\$21,758.50
9/6/2023	American Structurepoint, Inc. (03093)		\$11,552.50
9/6/2023	Beam Longest Neff - BLN (12772)		\$924.05
		Line Total for Period:	\$35,035.05

480-560-00-439.0930		RR/US 33 TIF/Other Services & Charges	
8/9/2023	Near North Title Group		\$600.00
8/16/2023	City of Goshen Utilities		\$24.42
8/18/2023	City of Goshen Utilities		\$106.55
9/5/2023	Commercial Appraisal Services, Inc. (09958)		\$650.00
9/5/2023	Kelly Appraisals (05993)		\$350.00
9/6/2023	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$1,840.20
9/7/2023	Samuel & Sue Perri		\$2,912.17
Line Total for Period:			\$6,483.34
480-560-00-441.0001		RR/US 33 TIF/Property Acquisition	
8/22/2023	Barkes, Kolbus, Rife & Shuler-FID ACCT (05080)		\$336,346.21
9/6/2023	Schrock Real Estate		\$76,900.00
Line Total for Period:			\$413,246.21
480-560-00-442.0000		RR/US33 TIF/Capital Projects	
8/16/2023	City of Goshen Utilities		\$16,460.88
8/16/2023	City of Goshen Utilities		\$16,460.89
Line Total for Period:			\$32,921.77
482-560-00-442.0000		RDV DIST CAP (08 RR BONDS)/Capital Projects	
9/5/2023	HRP Construction		\$1,550,828.96
9/5/2023	Niblock Excavating, Inc. (00653)		\$314,982.24
Line Total for Period:			\$1,865,811.20
Total Expenditures for Period:			\$2,496,022.73



September 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".

An agreement is in place with 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 once Madison Street improvements are completed.

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. Goshen Engineering has issued a right-of-way permit for the relocation, but has not received confirmation the utilities are clear. Design plans are being finalized and bidding for this project is anticipated to occur before the end of 2023. Because of material lead times, it is anticipated this project will begin construction in 2024 and may extend into 2025.

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

AP Development is proceeding with plans for a mixed-use project consisting of approximately 138 apartments and 1,000 square feet of commercial space. The Redevelopment Commission and City Council have approved a development agreement with the developer and the rezoning has been completed. The developers have been awarded READI grant funds and design work is underway. We are in the process of issuing the bonds for this project and anticipate that it will begin later 2023/early 2024.

For the City's portion of the work that will be improving 10th & Douglas, Niblock has been hired as the contract. 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: 3rd & JEFFERSON REDEVELOPMENT LOT

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

PROJECT: DOWNTOWN VAULT ASSESSMENT

PROJECT DESCRIPTION

Downtown vaults have been discussed for many years as a public safety concern. Since the incident in 2012, effort and resources have been committed to identify, assess, and eliminate vaults. Many vaults have 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 ready for redevelopment.

PROJECT UPDATE

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

PROJECT: COLLEGE AVE FROM US 33 EAST TO RAILROAD XING

PROJECT DESCRIPTION

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

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

American Structurepoint is actively working on the design. A public meeting was held the evening of December 6, 2023, with good turnout. The City 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 approved 5-Year Capital Plan includes debt service associated with a bond issuance to fund the construction of a new south fire station. The new fire station was originally intended to replace the College Avenue station and but recent negotiations with Elkhart Township have instead led to the decision to instead plan for a fourth station near the Goshen Airport.

PROJECT UPDATE

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 this fall.

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 an additional cost of \$100,000 for design fees.

PROJECT UPDATE

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 99-percent and is being reviewed. Bidding is anticipated in September/October. Right-of-way purchasing is nearly complete.

PROJECT: KERCHER WELLFIELD LAND PURCHASE

PROJECT DESCRIPTION

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

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 2024.

PROJECT: EAST COLLEGE AVENUE INDUSTRIAL DEVELOPMENT

PROJECT DESCRIPTION

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

PROJECT UPDATE

Construction contracts have been awarded to HRP Construction for Contracts 1 and 3 and Niblock Excavating for Contract 2. Work for Contract 1 is substantially complete and Contract 3 will be finished this fall. Contract 2 will likely be the end of the year. Brinkley is currently in production for the first two buildings with the third slated to be completed by the end of the year and the forth by next summer.

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

This project is substantially complete. The final task is working with Norfolk Southern to be able to relocate a utility line that crosses the tracks. That is scheduled to occur within the next two weeks and will allow for permanent power at the site.