



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF December 10, 2024**

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

The Goshen Redevelopment Commission will meet on December 10, 2024 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

- 1. CALL TO ORDER/ROLL CALL**
- 2. CHANGES TO THE AGENDA**
- 3. APPROVAL OF MINUTES**
- 4. NEW BUSINESS**

REQUESTS

- a. Request Approval of Change Order No. 4 for Consolidated Courts Consolidation Roadway Improvements
- b. Request to Approve Execution of an Agreement Amendment with Abonmarche Consultants, Inc. for the Construction Inspection for the Elkhart County Courts Consolidation Public Infrastructure Improvements
- c. Request to Approve a Scoping Agreement with DJ Construction, Inc. for Construction Manager as Constructor (CMc) Services for the Annex Renovation Project
- d. Request to Approve an Agreement for the Sale, Purchase and Development of Real Estate for The Row on the Millrace

5. DISCUSSION

908 N. 6th Street Property
2025 Meeting Dates

- 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 – January 14, 2025 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of November 12, 2024

The Goshen Redevelopment Commission met in a regular meeting on November 12, 2024 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

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

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

Absent:

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve the minutes of the October 8, 2024 regular meeting.

The motion was adopted unanimously.

OPEN PROPOSALS

65693 SR 15 - Commission President Garber opened the only proposal received. The proposal was from Richard & Vicky Miller, 924 E Plymouth Avenue, at a full price offer of \$202,500.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessel to Authorize Redevelopment Director to sign the Purchase Agreement based upon staff approval of proposed contract and accepting the offer of \$202,500.

The motion was adopted unanimously.

65719 SR 15 - No proposals were received. The RFP will be remain open for an additional 30 days and offers can be accepted at less than the appraised price.

NEW BUSINESS

RESOLUTION 17-2024 – A Resolution of the Goshen Redevelopment Commission Approving Mortgage Payoff on Certain Real Estate to be used for the New South Fire Station

Becky Hutsell, Redevelopment Director, following the completion of the study on the new fire station location it was determined the proper location was on land owned by the airport on CR 40. This is a 5 acre parcel the airport had previously purchased. The existing mortgage was just brought to our attention when the airport realized that utilizing the outbuilding would not be an option. Requesting permission to pay off mortgage and give us the title to the property to be able to construct the new fire station.

Questions and discussion regarding fire station location, payment responsibility for the mortgage and the township fire stations that are not being utilized.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve Resolution 17-2024.

The motion was adopted unanimously.

REQUEST –

Request to Authorize Negotiation of an Agreement with Abonmarche Consultants for Design Services for the Eisenhower Drive and Caragana Court Roadway Reconstruction Project and Authorize the Redevelopment Director to sign the Agreement

Andrew Lund, Project Manager Engineering, the Commission issued a Request for Proposals for Design Services for the Eisenhower Drive and Caragana Court Reconstruction. The RFP was distributed to six (6) firms and three (3) proposals were received. The proposals were reviewed by a consultant selection advisory committee and scored per Goshen Redevelopment Commission's policy. Per the Committee recommendation, Goshen Engineering requests the Redevelopment Commission to award design services contract to Abonmarche Consultants for their proposed fee of \$198,000.

A motion was made by Commissioner Weddell and seconded by Commissioner Yoder to Approve the Negotiation of an Agreement with Abonmarche Consultants for Design Services for the Eisenhower Drive and Caragana Court Reconstruction and Authorize Redevelopment Director to sign the Agreement.

The motion was adopted unanimously.

REQUEST– Request to Approve and Authorize the Redevelopment Director to sign Change Order No. 6 for the 10th Street and Douglas Street Road Reconstruction

Dustin Sailor, Director of Public Works & Utilities, this change order is for costs related to the addition of sanitary sewer on Reynolds Street and underground stormwater retention on Reynolds Street. This change order increases the contract by \$191,865.00 for a revised contract amount of \$4,524,528.08.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessel to Approve and Authorize the Redevelopment Director to sign Change Order No. 6 for the 10th Street and Douglas Street Reconstruction project in the amount of \$191,865.00.

The motion was adopted unanimously.

REQUEST – Request to Reconsider the RDC's Policy to Solicit Professional Services

Becky Hutsell, Redevelopment Director, Federal and State statutes do not require a formal process when soliciting professional services. In 2013, the Redevelopment Commission adopted Resolution 96-2013 and then amended the policy in 2018, copies are in the packet. The overall purpose of the policies was to encourage price competition without reducing service. Within the policy, procedures regarding the solicitation of professional services were defined with different requirements based upon the dollar amount of the work and specification on how to score and rank proposals received. Staff has been operating within the framework of the policy and we are finding that the weight given to the compensation component of scoring is essentially eliminating all but local firms from being able to work on city projects.

Several projects coming up for design that are in the Capital Plan and want to make sure we get as many responses we can get. Cannot find where the resolution in 2018 has been adopted so we have been working based on the resolution from 2013.

Discussion and comments from staff and commission member regarding the current policy, the scoring matrix and suggestions on changes. After discussion, it was agreed to reevaluate the policy.

REQUEST- Request to Approve Change Order No. 3 for the Consolidated Courts Roadway Improvements

(41:40) Dustin Sailor, Director of Public Works & Utilities, it was found that the existing soils within the proposed new roadway near US 33 are unsuitable to build a road on. The recommendation was complete removal of unsuitable soils. The change order removal of unsuitable soils, additional materials needed and landfill tipping fees at a cost of \$55,483.50 for a revised contract amount of \$4,249,478.56.

A motion was made by Commission Weddell and seconded by Commissioner Graber to Approve Change Order No. 3 for the Consolidated Courts Roadway Improvements project.

The motion was adopted unanimously.

REQUEST – Request to Execute an Agreement with Abonmarche Consultants, Inc. for Construction Inspection for Public Infrastructure Portion of the Cherry Creek Development

Becky Hutsell, Redevelopment Director, we issued a Request for Proposals for construction inspection services for the public infrastructure portion of Cherry Creek Development. One proposal was received. As part of the RFP, we requested pricing for a full-time inspector to start right away as the mass earthwork phase is getting started and once utility infrastructure work begins in the spring, we requested to have two full-time inspectors on site. This project is very similar to the East College Avenue Project in scope. The proposed cost of all necessary inspection in the proposal is \$920,000, to be divided and billed monthly and will include all coordination with City staff, Cherry Creek and Niblock Excavating and the various utility companies. Copy of the proposals is in the packet.

Comments and questions regarding the price, responsibility of inspectors, hiring of in-house inspectors, and one proposal received and question of rates.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessel to Approve Request to Execute an Agreement with Abonmarche Consultants, Inc. for Construction Inspection for the Public Infrastructure Portion of the Cherry Creek Development.

The motion was adopted unanimously.

REQUEST – Approve Five Year Capital Plan

Becky Hutsell, Redevelopment Director, presented a power point of the 5-Year Capital Plan and provided a hard copies. She explained each project for the next five years in the Consolidated River Race TIF, Southeast TIF and Lippert/Dierdorff TIF. Every project listed in the Capital Plan will still need Commission approval.

Questions and discussions between staff and commission members regarding the projects in the capital plan.

Commissioner Brett Weddell stated that he is not in favor the Goshen Theater Alley and Downtown Lighting projects as he does not feel it is the Commission's responsibility.

Discussion regarding who is financially responsible to fix it. Budget transparency. Outdoor seating in the public right-of-way and the Goshen News Warehouse acquisition.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessler to approve the 5-Year Capital Plan.

The motion was adopted unanimously.

REQUEST – Approve Annual RDC Spending Plan

A motion was made by Commissioner Weddell and seconded by Commissioner Hessler to approve the Annual RDC Spending Plan as presented.

The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Yoder to approve payment of the Register of Claims totaling \$825,656.52

The motion was adopted unanimously.

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. Told the Commission that there will a ground breaking ceremony at Ariel Cycleworks on Tuesday at 1:00 p.m.

OPEN FORUM

Commissioner Brett Weddell asked Mayor Leichty if the applications were ready for next year since all the members are a one year appointment. Mayor Leichty replied that her office is working on them now. Discussion are one terms and consistency. Commissioner Weddell encourages all member to reapply.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for December 10, 2024 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 5:10 p.m.

APPROVED on December 10, 2024

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Jonathan Graber, 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
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Redevelopment

FROM: Goshen Engineering Department

RE: **CHANGE ORDER NO. 4 FOR COUNTY COURTS CONSOLIDATION
ROADWAY IMPROVEMENTS
(JN: 2021-0014)**

DATE: December 12, 2024

Attached, find Change Order No. 4 for the County Courts Consolidation Roadway Improvements project.

Due to an existing high-pressure gas main on the northeast corner of the intersection of US 33 and Reliance Road, the contractor must vacuum excavate to enable the installation of the foundations for the traffic signal poles to be installed within a few feet from the gas main. This work is above the original scope of work.

The original contract amount was \$4,165,762.30. The vacuum excavation around the high-pressure gas main will increase the contract by \$6,863.56, for a revised contract amount of \$4,256,342.56, an increase of 2.17%.

Requested motion: Move to approve Change Order No. 4 to vacuum excavate around the high-pressure gas main for an increase of \$6,863.56.



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Approve Execution of an Agreement Amendment with Abonmarche Consultants, Inc. for the Construction Inspection for the Elkhart County Courts Consolidation Public Infrastructure Improvements

DATE: December 10, 2024

We are requesting approval to execute an amendment to our agreement with Abonmarche Consultants, Inc. for construction inspection services associated with the new courthouse public infrastructure improvements. Last spring, a request for proposals was issued for this project and proposals were received from Abonmarche and A&Z Engineering. As part of the RFP, we had requested pricing for a ½ time inspector for a total of 80 hours/month of inspection with 10 hours of project management oversight. Abonmarche provided a price of \$98,800 for the work compared to A&Z's price of \$244,666. The Commission approved moving forward with Abonmarche for the project.

At the time that the original agreement was executed, it was anticipated that all work would be completed before the end of 2024. However, due to significant issues with utility relocations, only a portion of the work was able to be completed this year and the remainder will now extend into 2025. Niblock Excavating anticipates that the remainder of the scope of the project will be completed by July 1, 2025, at the latest, and we requested pricing from Abonmarche to provide additional inspection services to complete the project through the end of June. Due to the inspection load of the City inspectors, we requested a full-time inspector from April-June with only minimal work, including weekly inspections for compliance with the erosion control permit and maintenance of traffic control, during the next few months. Abonmarche has provided the attached proposal for a not-to-exceed price of \$152,000 and we are requesting permission to amend the existing agreement to include the additional work.

If approved, we'll work with Legal to prepare the amendment based upon the scope detailed in the attached proposal.

Requested Motion: To approve an Agreement Amendment with Abonmarche Consultants, Inc. for the Construction Inspection for the Elkhart County Courts Consolidations Project Infrastructure Improvements based upon the attached proposals and to authorize the Redevelopment Director to execute the Agreement Amendment.

December 3, 2024

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

**RE: CONSTRUCTION INSPECTION – AMENDMENT FOR 2025
(JANUARY THROUGH JULY)
Elkhart County Consolidation Project Public Infrastructure Improvements
Project Number 2021-0014**

Dear Mrs. Hutsell:

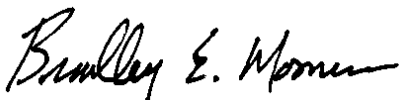
Please find enclosed our proposed amendment to the above agreement to continue providing construction inspection services for 2025 from January through July, which is anticipated to be the timeline for Contractors to complete the public infrastructure contract.

As Principal and Vice President, I am authorized to submit proposals and enter into agreements for services on behalf of Abonmarche Consultants, Inc. My phone number is (574) 314-1024 and email address is bmosness@abonmarche.com.

Please let us know if you have any questions regarding this proposed amendment, and we look forward to continuing working with the City of Goshen on this project.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



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



Robert Nichols
Construction Services Director

FEES

The ENGINEER shall receive as payment for the work performed under this contract on a Lump Sum basis based on the amounts listed below, unless a supplement is executed by the parties, which increases the maximum amount payable. The following fees do not anticipate any overtime.

Construction Inspection—Elkhart County Courts Consolidation Job # 2021-0014

2025 Season — January 1, 2025—June 30, 2025

L SUM Fee

Full Time Inspection (120 Hours/month) with Oversight (20 hours/month)

\$ 152,000

Limited inspection January—March—1 daily entry and site visit/week

NOTE: Overtime calculated at 1.5 (one and a half) times rate over 40 hours per week and 2 (two) times rate on Holidays.

CLASSIFICATION	HOURLY RATE
Principal	\$240-275 / hour
Senior Project Manager	\$180-205 / hour
Project Engineer / Landscape Architect	\$125-180 / hour
Staff Engineer / Staff Landscape Architect	\$90-120 / hour
CADD Technician	\$70-120 / hour
Construction Inspector	\$90-110 / hour
Construction Technician	\$65-105 / hour
Administrative Assistant	\$70-90 / hour



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Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Approve a Scoping Agreement with DJ Construction, Inc. for Construction Manager as Constructor (CMc) Services for the Annex Renovation Project

DATE: December 10, 2024

To accommodate additional office space for staff, the city has entered into an agreement with Kil Architecture to design updates for the Annex building to allow for renovation of the 2nd floor, installation of fire suppression throughout the entire building, construction of new accessible restroom facilities and the addition of a new elevator that will provide accessibility throughout the building. Kil has 100% design plans completed for the project and an RFP was issued to procure a Construction Manager as Constructor (CMc). Similar to the BOT model, this process allows for the City to bring in a General Contractor to work with the design team on estimating, constructability of plans and value engineering as needed during design followed by the establishment of a Guaranteed Maximum Price (GMP) for the project prior to commencement.

In response to the RFP for the CMc, five proposals were received. After review of the proposals, interviews were held with all five firms and the selection committee is recommending that we move forward with an agreement with DJ Construction for the project. The Scoping Agreement is being provided this month for approval by the Commission and includes a cost of \$20,000 to work with Kil on the plans over the next few months to allow for the establishment of the GMP. The estimated project total is approximately \$4 million with \$3 million being covered by a City general obligation bond that's already been awarded and the remainder of the funds being provided by RDC.

Requested Motion: To approve a Scoping Agreement with DJ Construction, Inc. for Construction Manager as Constructor (CMc) Services for the Annex Renovation Project

AGREEMENT

THIS AGREEMENT (the “Agreement”), executed this _____ day of _____, 2024, by and between the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, by and through its Board of Public Works and Safety (“City”) and D-J Construction Co., Inc., an Indiana corporation (the “CMc”), is made pursuant to the terms and conditions set forth herein pursuant to Indiana Code 5-32 and I.C. 36-1-12. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Project Description.

- 1.1. The Project involves the reconstruction and improvement to the City of Goshen Annex Building, a public building located at 204 E Jefferson Street. Generally, the scope of the Project is described in the City’s Request for Proposals dated September 25, 2024, and per the 100% Design Development plans titled Goshen Annex Remodel, dated October 1, 2024, as prepared by Kil Architecture/Planning, and includes, but is not necessarily limited to, the following:
 - 1.1.1. Selective demolition of existing materials, equipment and finishes per the demolition plans. This scope includes selective structural demolition, along with salvage of some materials for reinstallation.
 - 1.1.2. Renovation of the presently vacant 2nd floor level (approximately 10,150 GSF) into offices for the Engineering Department and Legal Department, including finishing of upgrades (walls, floors and ceilings) along with M/E/P upgrades (mechanical/electrical/plumbing).
 - 1.1.3. Supply and installation of new partitions and doors to create office and support space for municipal departments as per the proposed developed plans. The intent is to salvage and develop the renovation with respect to the original historic materials, retaining original construction where possible as it relates to the proposed renovated spaces.
 - 1.1.4. Elimination of the existing lift and supply and installation of a new 4-stop elevator to access each level (basement, 1st and 2nd, with half level stop at the northwest entrance).
 - 1.1.5. Reconstruction of the partial flight of the NW stairway removed to install the lift, along with railing upgrades.
 - 1.1.6. Limited renovation of the basement and main level.
 - 1.1.7. Supply and installation of a new fire suppression and alarm systems throughout the building.

- 1.1.8. Construction of other related infrastructural support for the 2nd level renovation (interior electrical, plumbing and mechanical).
- 1.1.9. Exterior window and door renovation and upgrades including new interior storm windows.
- 1.1.10. Construction of new single-user accessible restrooms for the first and second floors
- 1.1.11. Exterior masonry upgrades (cleaning, tuckpointing, etc.).
- 1.1.12. Scope includes some limited site construction.
- 1.2. The roof replacement, gutter upgrades, eaves & fascia restoration and new roof and attic insulation will be bid as a separate project.
- 1.3. The City of Goshen Board of Works has retained Kil Architecture/Planning (“Kil A/P”) for the design of the renovation and improvements of the existing Annex Facility, including construction plans and specifications for the Project.

2. **Definitions.**

- 2.1. “Contract Documents” shall mean and include the following: this Agreement, the Project’s Request for Proposals, any Addenda issued by the City in connection with the Project and prior to the submission of CMc’s Proposal, the CMc’s Proposal and Response, as well as any other documentation submitted by CMc in response to the Request for Proposals. Additionally, when applicable, Contract Documents shall include the Performance Bond and/or Payment Bond.
- 2.2. “Kil Architecture” means Gregory A Kil & Associates, Inc., d/b/a Kil Architecture/Planning, the architect and/or engineer with whom the City has entered into a professional services agreement for the Project.
- 2.3. “Construction Manager as Constructor or CMc” means the person that provides CMc services.
- 2.4. “Guaranteed Maximum Price” or “GMP” means the maximum sum that the City shall be responsible to pay for the completion of the Project, subject to any Contingency.
- 2.5. “Contingency” refers to a designated amount or percentage of the GMP included in the Project budget, reserved to cover unforeseen costs or events that arise during the construction of the Project. The Contingency is not allocated to any specific item of the Project and is to be utilized by the CMc, with the City’s approval, for expenses that are necessary to address issues, refinements, or minor defects within the scope of the Project.

3. **Construction Manager's Responsibilities.**

3.1. Pre-Construction Phase

- 3.1.1. The CMc shall exercise reasonable care in performing its Preconstruction Services. The City and Kil Architecture shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the CMc. The CMc, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The CMc is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of public authorities, but the CMc shall promptly report to City and Kil Architecture any nonconformity discovered by or made known to the CMc as a request for information in such form as City or Kil Architecture may require.
- 3.1.2. The CMc shall provide a preliminary evaluation of the City's Project, schedule, and construction budget requirements, each in terms of the other.
- 3.1.3. The CMc shall schedule and conduct meetings with Kil Architecture and City to discuss such matters as procedures, progress, coordination, and scheduling of the Work.
- 3.1.4. The CMc shall advise City and Kil Architecture on proposed site use and improvements, selection of materials, building systems, and equipment. The CMc shall also review design documents for constructability, completeness, accuracy, and proper coordination of disciplines, as well provide recommendations to City and Kil Architecture, consistent the Project requirements, on constructability, availability of materials and labor, time requirements for procurement, installation, and construction, prefabrication, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The CMc shall consult with Kil Architecture regarding professional services to be provided by the CMc during the Construction Phase.
- 3.1.5. CMc shall develop a detailed construction schedule for the Project, including identification of long lead items and owner supplied equipment and materials. The schedule shall be prepared for Kil Architecture's review and City's acceptance. CMc shall obtain Kil Architecture's approval for the portion of the Project schedule relating

to the performance of Kil Architecture's services. The Project schedule shall coordinate and integrate the CMc's services, Kil Architecture's services, other City consultants' services, and the City's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the City.

- 3.1.6. CMc, in consultation with Kil Architecture, shall provide recommendations with regard to accelerated or fact-track scheduling, procurement, and sequency for phased construction. The CMc shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.
- 3.1.7. Based on the preliminary design and other design criteria prepared by Kil Architecture, CMc shall prepare, for Kil Architecture's review and City's approval, preliminary estimates of the Cost of the Work or the cost of Project requirements using area, volume, or similar conceptual estimating techniques. If Kil Architecture or City suggests alternative materials and systems, the CMc shall provide cost evaluations of those alternative materials and systems.
- 3.1.8. As Kil Architecture progresses with the preparation of the Design Development and Construction Documents, CMc shall prepare and update, at appropriate intervals agreed to by City, CMc, and Kil Architecture, an estimate of the Cost of Work with increasing detail and refinement. CMc shall include in this estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as City and CMc agree on a GMP for the Work. The estimate shall be provided for Kil Architecture's review and City's approval. CMc shall inform the City and Kil Architecture in the event that the estimate of the Cost of Work exceeds the latest approved Project budget, and make recommendations for corrective action.
- 3.1.9. If Kil Architecture is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the CMc's cost estimates and Kil Architecture's cost estimates, CMc and Kil Architecture shall work together to reconcile the cost estimates.

- 3.1.10. As Kil Architecture progresses with the preparation of the Design Development and Construction Documents, CMc shall consult with City and Kil Architecture and make recommendations regarding constructability and schedules, for Kil Architecture's review and City's approval.
 - 3.1.11. CMc shall provide recommendations and information to City and Kil Architecture regarding equipment, materials, services, and temporary Project facilities.
 - 3.1.12. CMc shall provide a staffing plan for Preconstruction Phase services for City's review and approval.
 - 3.1.13. Development of a comprehensive list of subcontractors and suppliers, and shall develop responsible bidders' interest in the Project. CMc shall develop Bid Packages, bid schedules, and conduct pre-bid conferences. CMc shall analyze responses to bid, conduct pre-award conferences and negotiations with successful bidders and recommend responses to be accepted or rejected.
 - 3.1.14. CMc shall prepare, for Kil Architecture's review and City's acceptance, a procurement schedule for items that must be ordered in advance of construction. CMc shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If City agrees to procure any items prior to the establishment of the GMP, the City shall procure items on terms and conditions acceptable to CMc. Upon establishment of the GMP, City shall assign all contracts for these items to CMc and CMc shall thereafter accept responsibility for all obligations arising at the time of, or after, the assignment.
 - 3.1.15. Advertise the bid packages for subcontractors pursuant to the applicable public works statute. Review the bids as required pursuant to the applicable public works statute.
 - 3.1.16. CMc may perform portions of the work only if it complies with the applicable public works statute and if CMc:
 - 3.1.16.1. Is approved by City;
 - 3.1.16.2. Would be awarded a contract for the work under the applicable contract award standard; and
 - 3.1.16.3. Performs only such work that equals not more than twenty percent (20%) of the total value of the Project.
- 3.2. Guaranteed Maximum Price Proposal

- 3.2.1. CMc shall submit to City a GMP proposal for the City's and Kil Architecture's review, and City's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of CMc's estimate for the cost of work, the CMc's contingency described in Section 3.2.4., and the CMc's Management Fee described in Section 5.2.
- 3.2.2. To the extent that the Contract Documents are anticipated to require further development, the GMP includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which shall be incorporated by Contract Amendment.
- 3.2.3. The CMc shall include with the GMP proposal a written statement of its basis, which shall include the following:
 - 3.2.3.1. A list of the Drawings and Specifications, including all Addenda thereto, and the conditions of the Agreement;
 - 3.2.3.2. A list of the clarifications and assumptions made by the CMc in the preparation of the GMP proposal, including assumptions under Section 3.2.2.;
 - 3.2.3.3. A statement of the proposed GMP, including a statement of the estimated Cost of Work organized by trade categories or systems, including allowances; the CMc's contingency set forth in Section 3.2.4., and the CMc's Manager Fee;
 - 3.2.3.4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
 - 3.2.3.5. A date by which the City must accept the Guaranteed Maximum Price.
- 3.2.4. Construction Contingency: The Guaranteed Maximum Price will contain a separately identified contingency factor (the "Construction Contingency") in the amount not to exceed Five percent (5%) of the GMP Construction Budget. The Construction Contingency is not allocated to any particular item of the Cost of the Project and is established for the CMc's use as may be required for costs incurred in the work from unforeseen causes or details that should have been anticipated by CMc at the time of the City's approval of the GMP. Such anticipated causes include, but are not limited to, refinement of details of design within the scope of standards, quality and quantities

that are reasonably inferable from the GMP documents, the correction of minor defects not relating to design, delays in receipt of materials due to the fault of the CMc, corrections in the work provided CMc has exhausted all reasonable means to obtain correction of same from the responsible subcontractor, labor and materials overruns, and additional costs relating to subcontractor defaults, provided any such default is not due to the City's actions or failure to act. In the event a subcontractor default is due to the City's actions or failure to act, CMc may be entitled to an appropriate adjustment in the GMP in accordance with the terms of this Agreement. At the conclusion of the Project, any remaining balance in the Construction Contingency shall become the property of City.

- 3.2.5. CMc shall meet with City and Kil Architecture to review the GMP proposal. In the event that City or Kil Architecture discovery any inconsistencies or inaccuracies in the information presented, they shall promptly notify the CMc, who shall make appropriate adjustments to the GMP proposal, its basis, or both.
- 3.2.6. If City notifies CMc that City has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from the CMc. Following acceptance of a GMP, the City and CMc shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which City shall provide to Kil Architecture. The Guaranteed Maximum Price Amendment shall set forth the agreed upon the Guaranteed Maximum Price with the information and assumptions upon which it is based.
- 3.2.7. CMc shall not incur any cost to be reimbursed as part of the cost of the work prior to the execution of the Guaranteed Maximum Price Amendment, unless City provides prior written authorization for such costs.

3.3. Construction Phase

- 3.3.1. The Construction Phase shall commence upon the City's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by CMc, and the insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

- 3.3.2. CMc shall monitor the work of the subcontractors and coordinate the work with the activities and responsibilities of the City and Kil Architecture to complete the Project in accordance with City's objectives of cost, time, quality, and safety all of which are enumerated in the Contract Documents for construction.
- 3.3.3. Provide regular monitoring of the schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review the schedule for work not started or incomplete and recommend to City adjustments in the schedule to meet the probable completion date. Provide summary reports for each adjustment and document changes in the schedule.
- 3.3.4. Determine the adequacy of the subcontractors' personnel and equipment and the availability of materials and supplied to mee the schedule.
- 3.3.5. Schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. CMc shall prepare and promptly distribute minutes of the meetings to City and Kil Architecture.
- 3.3.6. Record the progress of the Project. On a monthly basis, or otherwise as agreed to by City, CMc shall submit written progress reports to City and Kil Architecture, showing percentages of completion and other information required by City. CMc shall keep, and make available to City and Kil Architecture, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by City.
- 3.3.7. Submit a proposed Project Schedule for City's acceptance. The proposed Project Schedule will include a detailed and comprehensive schedule utilizing a critical path method arrow diagram network that (i) shows all major design, procurement and construction elements and phases of the Project and City furnished items with milestone dates; (ii) breaks down each element or phase by trade; (iii) shows early and late start dates so that all "float" time will be accurately identified; (iv) clearly identifies critical path activities; (v) discloses relationship in number of days and types of linkage between all linked activities; (vi) identifies, coordinates, and integrates design and construction schedules, City's responsibilities, governmental approvals, early access dates for certain portions of the Work by City,

and other activities necessary for the timely completion of the Project in accordance with the scheduled dates of Substantial and Final Completion; and (vii) otherwise is in a form satisfactory to City. City's acceptance is expressly limited to City's acknowledgement that based upon City's limited review, the dates of Substantial Completion and milestone dates are acceptable and the latest dates of City-provided information, materials, approvals and the like identified in the Project Schedule are reasonable.

- 3.3.8. CMc may seek to perform portions of the work as stated in Section 3.1.16 herein so long as CMc submits its bid for those portions of the work in the same manner as all other subcontractors and if the City independently determines that the CMc's bid provides the best value for the City. In the event that the CMc submits a bid for a portion of the work, City will conduct the review without the assistance of the CMc.
- 3.3.9. CMc shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The CMc shall identify variances between actual and estimated costs and report the variances to City and Kil Architecture and shall provide this information in its monthly reports to City and Kil Architecture, in accordance with Section 3.3.6.
- 3.3.10. Inspect the work of subcontractors for defects and deficiencies in the work and for compliance with the requirements of the Construction Documents.
- 3.3.11. Obtain all building permits and special permits for permanent improvements, excluding permits for inspection or temporary facilities required to be obtained by the various subcontractors.
- 3.4. CMc agrees to comply with all applicable provisions and requirements of I.C. 5-32, governing the employment of construction managers as constructors for public projects. This includes, but is not limited to, adherence to all statutory requirements related to project management, subcontracting, bonding, guaranteed maximum price provisions, and all other obligations as set forth in the Indiana Code.

4. **City's Responsibilities.**

- 4.1. City will provide full information regarding the requirements for this Project.

- 4.2. The City may designate a representative who will be fully acquainted with the Project and who will render decisions and furnish information with reasonable promptness.
- 4.3. Kil Architecture, employed by the City, has provided design services and prepared construction documents for the Project.
5. **Consideration.**
 - 5.1. For the CMc's Preconstruction Phase services described in Section 3.1. and 3.2., City shall compensate CMc the sum of Twenty Thousand Dollars (\$20,000.00).
 - 5.2. For the CMc's Construction Phase services described in Section 3.3., City shall pay CMc the Contract Sum approved by City for the CMc's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The "Contract Sum" consists of the following components:
 - 5.2.1. CMc's Management Fee: The CMc's Management Fee is not to exceed Five percent (5.0%) of the Cost of Work, as stated in the Guaranteed Maximum Price Amendment to be executed at a later date. The fee shall be between Four percent (4%) and Five percent (5%) and will be determined based upon the conditions present and uncertainties that remain at time of establishment of the GMP. City and CMc acknowledge that the CMc's Management Fee shall be determined prior to or at the time the Guaranteed Maximum Price is determined and shall be included in the Guaranteed Maximum Price Amendment. Included in the Construction Management Fee are salaries and other compensation of the CMc's personnel stationed at the CMc's principal or other offices (excluding project-specific personnel), general operating expenses of the CMc's principal and branch offices, general and administrative costs of any kind, CMc's capital expense, including interest on the CMc's capital employed for the Project, and cost in excess of the GMP.
 - 5.2.2. Cost of Work, which includes all direct costs reasonably incurred by the CMc in the performance of the work, including labor, materials, equipment, subcontractor costs, and project-specific personnel costs (as provided for in Section 5.2.3.).
 - 5.2.3. General conditions, which may include costs related to bonds, insurance, temporary barriers, signage, parking, cleaning, waste disposal, and salaries or wages of project-specific personnel, including project managers, superintendents, engineers, and other staff whose work is directly attributable to the Project. Costs for such personnel

shall be billed at rates agreed upon in the Guaranteed Maximum Price Amendment.

5.2.4. Construction Contingency, as defined in Section 3.2.4.

5.2.5. Any remaining balance in the Construction Contingency becomes the property of City. It may be returned to City at Project completion through a credit to the contract sum.

5.2.6. If there are any savings realized in actual expenditures for the Cost of Work, those savings shall be returned to the City through a credit at Project completion. Returned costs shall include the portion of CMc's Management Fee proportioned to the reduced Cost of Work.

5.3. CMc guarantees that the Contract Sum shall not exceed the GMP as agreed to in the Guaranteed Maximum Price Amendment document, subject to the additions and deductions as approved by an amendment or amendments to this Agreement. Costs that would cause the GMP to be exceeded shall be paid by CMc without reimbursement by the City.

6. **Term.**

6.1. This Agreement shall become effective on the day of execution and approval by the City of Goshen Board of Public Works and Safety and CMc.

6.2. CMc shall begin work on the Project immediately upon execution of the Agreement.

6.3. CMc shall carry out all work on Project expeditiously with adequate work forces, with anticipated completion of the Project to permit opening of the reconstruction and improvements to the Annex Building by April 1, 2026.

6.4. If CMc does not substantially complete the Project by the completion date, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain, and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed by the completion date, in lieu of actual damages, City shall be entitled to deduct from the amount due CMc or CMc shall pay to City the sum of One Thousand Dollars (\$1,000.00) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed, except for delays caused by force majeure events, City-directed changes, delays caused by City or any third party vendor, atypical weather events as defined in Section 6.4.1., or other delays explicitly excused under the terms of this Agreement. The total liquidated damages assessed under this provision shall not exceed Thirty Thousand Dollars (\$30,000.00). However, this cap on liquidated damages shall not limit the City's right to

pursue additional remedies, including but not limited to actual damages or specific performance, in the event that the CMc fails to substantially complete the Project within a reasonable time after the thirty (30) calendar days covered by the liquidated damages cap.

6.4.1. Delays caused by atypical weather events beyond those reasonably anticipated for the time of year and location of the Project site in Northern Indiana shall be excused and not subject to liquidated damages. Atypical weather events include, but are not limited to:

6.4.1.1. Snowfall, rainfall, or flooding exceeding the historical monthly average for the project location by twenty-five percent (25%) or more, as determined using data from the National Weather Service (NWS).

6.4.1.2. Extreme temperatures that deviate from the 30-year historical average for the project location by more than fifteen (15) degrees Fahrenheit for a sustained period of seven (7) or more days.

6.4.2. To qualify for this provision, the CMc must (1) notify the City in writing within five (5) calendar days of the occurrence of an atypical weather event, providing specific details and supporting data from the NWS; and (2) demonstrate that the weather event directly and materially impacted the critical path of the Project Schedule, as documented in the CMc's updated schedule submitted to the City. The City reserves the right to review and approve or deny the CMc's request for an extension of the substantial completion date based on the evidence provided, with said approval to not be unreasonably withheld.

7. Payments for Construction Phase Services.

7.1. Upon receipt of a detailed invoice, City shall pay CMc as work progresses on the Project based on the dollar value of work satisfactorily completed in accordance with the Specifications and Contract Documents. Partial payment(s) under this Agreement will be made no more frequently than once every thirty (30) days.

7.2. CMc shall submit proof to City that CMc has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.

7.3. CMc shall submit to City the detailed invoice(s) along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing:

Becky Hutsell, Redevelopment Director
204 E. Jefferson Street
Goshen, IN 46526

Email is also acceptable at beckyhutsell@goshencity.com.

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

8. **Payment Bond.**

- 8.1. CMc agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after execution of the Guaranteed Maximum Price Amendment, as required by I.C. § 5-32-4-2.
- 8.2. The payment bond is binding on CMc, and any first or second tier subcontractor, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the Agreement, plans, specifications, drawings or profile; a defect in the Agreement; or a defect in the proceedings preliminary to the letting and award of the CMc Agreement does not discharge the surety.
- 8.3. The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with CMc.

9. **Performance Bond.**

- 9.1. CMc agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after execution of the Guaranteed Maximum Price Amendment, as required by I.C. § 5-32-4-2.
- 9.2. The performance bond shall guarantee the faithful and proper performance of the work in accordance with the Specifications and Contract Documents.

The performance bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the Agreement; or a defect in the proceedings preliminary to the letting and award of the CMc Agreement does not discharge the surety.

- 9.3. The surety on the performance bond shall not be released until one (1) year after the date of the City's final settlement with CMc.

10. **Independent Contractor.**

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

11. **Non-Discrimination.**

- 11.1. In accordance with I.C. § 22-9-1-10, a contractor in any contractor tier shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.
- 11.2. In accordance with I.C. § 5-16-6-1, the CMc agrees:
- 11.2.1. That in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;

- 11.2.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, sex, national origin or ancestry;
- 11.2.3. That there may be deducted from the amount payable to CMc by City under this Agreement, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement; and
- 11.2.4. That this Agreement may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Agreement.

12. **Employment Eligibility Verification.**

- 12.1. In accordance with I.C. § 22-5-1.7 et seq., CMc shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program as defined in I.C. § 22-5-1.7-3. CMc is not required to participate in the E-Verify program should the program cease to exist. CMc is not required to participate in the E-Verify program if CMc is self-employed and does not employ any employees.
- 12.2. CMc shall not knowingly employ or contract with an unauthorized alien, and CMc shall not retain an employee or continue to contract with an individual that CMc subsequently learns is an unauthorized alien. By execution of the Agreement, CMc affirms that CMc does not knowingly employ an unauthorized alien.
- 12.3. CMc shall require their subcontractors, who perform work under this Agreement, to certify to CMc that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. CMc agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 12.4. City may terminate the Agreement if CMc fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.
- 12.5. In accordance with I.C. § 5-16-13-11(1), before an individual who is required to be verified under I.C. § 22-5-1.7 begins work on the Project, CMc shall submit to City the E-Verify case verification number for the individual. An

individual who is required to be verified under I.C. § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.

13. **Employee Drug Testing Program.**

- 13.1. CMc must implement the employee drug testing program that complies with the requirements of I.C. § 4-13-18-1 through I.C. § 4-13-18-7 as described in CMc's written plan submitted with their proposal.
- 13.2. City may cancel or terminate this Agreement in the event CMc fails to implement the employee drug testing program during the term of the Agreement for this Project; fails to provide information regarding the implementation of CMc's employee drug testing program at the request of City; or provides City false information regarding the employee drug testing program.

14. **Contractor Compliance with Other Laws.**

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

15. **Indemnification.**

CMc shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by CMc or any of CMc's agents,

officers, and employees during the performance of this Agreement. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Agreement.

16. **Insurance.**

- 16.1. Prior to commencing work, CMc shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Agreement with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. CMc shall specifically include coverage for the City of Goshen as an additional insured for General Liability and Automobile Liability.
- 16.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- 16.3. CMc shall at least include the following types of insurance with the following minimum limits of liability:
 - 16.3.1. Workers Compensation and Employer's Liability - Statutory Limits
 - 16.3.2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - 16.3.3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - 16.3.4. Excess Umbrella Coverage - \$4,000,000 each occurrence.

17. **Force Majeure.**

In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party affected shall immediately provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) days from receipt of the notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate the Agreement and the other party shall have no recourse.

18. **Termination for Default.**

- 18.1. With the provision of thirty (30) days' notice to CMc, City may terminate this Agreement in whole or in part if:
 - 18.1.1. CMc fails to correct or cure any breach of this Agreement; the time to correct or cure the breach may be extended beyond thirty (30) days if

the City determines progress is being made and the extension is agreed to by the parties;

18.1.2. CMc fails to deliver the supplies or perform the services within the time specified in this Agreement or any extension;

18.1.3. CMc is adjudged bankrupt or makes an assignment for the benefit of creditors;

18.1.4. CMc becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement;

18.1.5. CMc becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditor and/or debtors;

18.1.6. A receiver, trustee, or similar official is appointed for CMc or any of CMc's property;

18.1.7. CMc is determined to be in violation of federal, state, or local laws or regulations and that such determination renders CMc unable to perform the work required under the Agreement;

18.1.8. CMc fails to make progress so as to endanger performance of this Agreement; or

18.1.9. CMc fails to perform any of the other provisions of this Agreement.

18.2. If the City terminates this Agreement in whole or in part, it may acquire, under the terms and in the manner, City considers appropriate, supplies or services similar to those terminated, and the CMc will be liable to the City for any excess costs for those supplies or services. However, the CMc shall continue the work not terminated.

18.3. The City shall pay the contract price for completed supplies delivered and services accepted. The CMc and the City shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. The City may withhold from these amounts any sum the City determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

18.4. The rights and remedies of the City in this clause are in addition to any other rights and remedies provided by law or equity or under this Agreement.

19. **Termination for Convenience.**

This Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in its best interest. Termination of

services shall be affected by delivery to the CMc of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The CMc shall be compensated for services properly rendered prior to the effective date of termination. The City will not be liable for services performed after the effective date of termination. The CMc shall be compensated for services herein provided but in no case shall total payment made to the CMc exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

20. **Subcontracting or Assignment of Contract.**

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

21. **Waiver.**

No right conferred on either party under this Agreement shall be deemed waiver, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the City's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CMc shall be and remain liable to the City in accordance with applicable law for all damages to the City and caused by the CMc's negligent performance of any of the services furnished under this Agreement.

22. **Disputes.**

- 22.1. Should any disputes arise with respect to this Agreement, the CMc and the City agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 22.2. CMc agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the CMc fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the CMc as a result of such failure to proceed shall be borne by the CMc, and the CMc shall make no claim against City for such costs.
- 22.3. If the parties are unable to resolve a contract dispute between them after good faith efforts to do so, the parties acknowledge that such dispute may benefit from resolution through mediation. Accordingly, either party may propose mediation as a voluntary means to resolve any disagreement before pursuing litigation or other remedies.

- 22.3.1. If both parties agree to mediation, the parties shall work together in good faith to select a mutually acceptable mediator with experience in construction-related matters. The mediation shall take place at a location agreed upon by both parties or virtually if both parties consent.
- 22.3.2. Each party shall bear its own costs associated with mediation, and the mediator's fees shall be shared equally, unless otherwise agreed.
- 22.3.3. This mediation clause is option, and neither party is obligated to initiate or participate in mediation before seeking any other legal or equitable remedy, including litigation.
- 22.3.4. If mediation occurs, all discussions, offers, and documents exchanged shall remain confidential and shall not be admissible in any subsequent legal proceedings, except as required by law or to enforce a settlement agreement reached in mediation.

23. **Ownership of Documents and Materials.**

- 23.1. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by CMc prior to execution of this Agreement, but specifically developed under this Agreement shall be considered "work for hire" and the CMc hereby transfers and assigns any ownership claims to City so that all Materials will be the property of the City. If ownership interest in the Materials cannot be assigned to City, the CMc grants the City a non-exclusive, non-cancelable, perpetual, world-wide royalty-free license to use the Materials and to use, modify, copy, and create derivative works of the Materials.
- 23.2. Use of the Materials, other than related to contract performance by the CMc, without the prior written consent of the City, is prohibited. During the performance of this Agreement, the CMc shall be responsible for any loss of or damage to the Materials developed for or supplied by the City and used to develop or assist in the services provided while the Materials are in the possession of the CMc. Any loss or damage thereto shall be restored at the CMc's expense. The CMc shall provide the State full, immediate, and unrestricted access to the Materials and to CMc's work product during the term of this Agreement.

24. **Notice to Parties.**

Any notice required or desired to be given under this Agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may

designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

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

CMc: D-J Construction Co., Inc.
Attn: Jason Pippenger, Registered Agent
3414 Elkhart Road
Goshen, Indiana 46526
Email:

25. **Severability.**

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

26. **Miscellaneous.**

- 26.1. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement.
- 26.2. In the event of a conflict between these documents and applicable laws, rules, regulations, or ordinances, the most stringent or legally binding requirements shall govern.
- 26.3. These documents shall be construed in accordance with and governed by the laws of the State of Indiana, and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- 26.4. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
- 26.5. Any modification or amendment to the terms and conditions of the Agreement, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

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

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

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

City of Goshen, Indiana

D-J Construction Co., Inc.

Goshen Board of Public Works and Safety

Gina M. Leichty, Mayor

Dated: _____

Printed:_____

Title:_____

Dated:_____



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Approve an Agreement for the Sale, Purchase and Development of Real Estate for The Row on the Millrace (former Millrace Townhomes) Property

DATE: December 10, 2024

For the past 18 months, staff has been working with Viewrail on The Row on the Millrace project, which is the land previously known as the Millrace Townhomes site. While their original proposal submitted in response to our RFP for the land was for an apartment project, last February they presented their updated plans to the Commission explaining their desire and reasoning for instead transitioning the project to 18 owner-occupied townhomes instead. Since that time, we've been working on the specifics of the agreement. This month, we are bringing to you an Agreement for the Sale, Purchase and Development of Real Estate for this project.

The terms of the agreement are very similar to what was included in the agreement with Sivan for the Millrace Townhomes project and include the following requests from the Commission to facilitate the development.

1. Redevelopment will work with Purchaser to obtain a Site Status Letter from the Indiana Brownfield Program for the development and fund the completion of a Phase I Environmental Site Assessment within 180 days of closing.
2. Indiana Department of Environmental Management (IDEM) requires a two (2) foot cap of clean soil in any areas of the lots that are greenspace. Once final site layout has been established by the Purchaser, Redevelopment will compile available soil data and submit information to IDEM showing that all greenspace meets their closure requirements. If additional soil data is needed, sampling will be completed by Redevelopment. If additional excavation work and capping is needed, Redevelopment will coordinate the remediation activities with the Purchaser and fund the work. Redevelopment will submit all final documentation to IDEM requesting environmental closure for the site be granted to the Purchaser.
3. Redevelopment will fund the transport and disposal of all soils removed by Purchaser during the construction of the three (3) residential structures and replacement of the excavated soils with clean fill during or upon completion of construction. Redevelopment acknowledges that this process may require excavation, transportation and disposal of soils at separate times; perhaps once for the construction of each residential structure.

4. Redevelopment will fund a replat of the subdivision to modify the western property line per Exhibit B prior to transfer of the land to the Developer.
5. Redevelopment agrees to affirmatively support any zoning change as long as the change is consistent with the terms and conditions of this Agreement. Redevelopment will support an approved landscaping plan through City Planning & Zoning that would allow alternative tree placement for the development.
6. Redevelopment will fund the abandonment of any unneeded water lateral/taps that were previously installed at the subject real estate. Redevelopment will fund reconstruction of any portion of River Race Drive adjacent to the subject real estate impacted by the abandonment of the unneeded water lateral/taps.
7. Redevelopment will not require the abandonment of unneeded sanitary sewer laterals along South 2nd Street; said unneeded services will be cut below grade and capped.
8. Redevelopment will fund the relocation of the sidewalk to the west of the subject real estate so it will be adjacent to the curb along South 2nd Street.
9. Redevelopment will maintain ownership of the green space on the west side of South 2nd Street but Purchaser agrees to including a landscaping plan for this area that Purchaser will install and maintain.
10. Redevelopment will allow the subject real estate's stormwater to tie into the storm system along South 2nd Street.
11. Redevelopment will fund the reconfiguration of the curbline along the west side of River Race Drive adjacent to the project site.

As proposed in their original submittal, the land will be transferred to TROTM, LLC for \$1.00. However, the Commission will hold a mortgage on the land for \$3 million to ensure that development occurs and to allow for the leverage to require the land back if development of the 3 lots fails to occur.

Per the agreement, the timing for the transfer of land will occur no later than May 1, 2025. This provides time to work through the necessary steps with the Indiana Brownfields Program regarding site closure based on environmental conditions and this specific project layout while also allowing Viewrail to obtain all necessary zoning changes and receiving all approvals through the City's Tech Review process. Lastly, the agreement requires that the first building (containing six (6) residential units), be completed by March 1, 2026 with the remaining buildings being constructed no later than March 1, 2029.

TROTM, LLC/Viewrail has applied for a grant from the READI 2.0 program and awards are anticipated to be made before the end of this year. This agreement remains in effect regardless of whether READI funding is awarded for this project.

Requested Motion: To approve an Agreement Amendment with Abonmarche Consultants, Inc. for the Construction Inspection for the Elkhart County Courts Consolidations Project Infrastructure Improvements based upon the attached proposals and to authorize the Redevelopment Director to execute the Agreement Amendment.

AGREEMENT FOR THE SALE, PURCHASE AND DEVELOPMENT OF REAL ESTATE

THIS AGREEMENT, is made and entered into this December ____, 2024, by and between City of Goshen, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission and Board of Public Works and Safety, hereinafter referred to as "Redevelopment," and TROTM, LLC, an Indiana domestic limited liability company, hereinafter referred to as "Purchaser."

WHEREAS Redevelopment sought proposals to develop three (3) parcels of real estate identified as tax codes 20-11-16-202-018-000-015 consisting of approximately .32 acres, 20-11-16-202-019.000-015 consisting of approximately .39 acres, and 20-11-16-202-020.000-015 consisting of approximately .30 acres, for a total of 1.01 acres, all located in Elkhart Township in the City of Goshen, Indiana hereinafter collectively referred to as the "subject real estate". The subject real estate is shown as Exhibit A attached to this Agreement.

WHEREAS, Purchaser intends to construct three (3) residential structures consisting of six (6) townhomes per structure, with anticipated square footage of at least two thousand five hundred (2,500') per townhome, with an anticipated capital investment of approximately Fifteen Million Dollars (\$15,000,000.00) (the "Project");

Purchaser agrees to develop the subject real estate in accordance with the terms, covenants and conditions set forth in this Agreement. Redevelopment agrees to sell and Purchaser agrees to purchase the subject real estate.

REAL ESTATE

The subject real estate is described as follows:

Mill Race Townhomes Primary Subdivision Phase 1, Phase 2 and Phase 3 as recorded November 1, 2016 in Plat Book 36, page 62 as Instrument Number 2016-22780 in the office of the Recorder of Elkhart County, Indiana.

Formerly known as Lot One (1) of River Race Subdivision as recorded May 21, 2014 in Plat Book 35, Page 20 as Instrument Number 2014-08737 in the office of the Recorder of Elkhart County, Indiana.

CONSIDERATION FOR PURCHASE AND DEVELOPMENT

Purchaser agrees to pay Redevelopment the sum of One Dollar (\$1.00) ("purchase price") for the subject real estate at the closing. Redevelopment will transfer title of the

subject real estate to Purchaser upon Purchaser obtaining all zoning approvals, by no later than May 1, 2025.

As additional consideration, Purchaser commits to develop the subject real estate on the terms and conditions set forth in this agreement.

Redevelopment agrees to fulfill Redevelopment's obligations as set forth in this agreement.

REDEVELOPMENT LIEN

Redevelopment will retain a mortgage in the amount of Three Million Dollars (\$3,000,000.00) to insure that Purchaser makes the agreed to investment in the real estate. At the time of the sale of a developed parcel of real estate Redevelopment will release the mortgage so that the parcel can be sold free and clear of the mortgage. If Purchaser transfers any undeveloped parcel of the real estate to Redevelopment, Redevelopment agrees to release the mortgage as to the portion of the real estate transferred. Additionally, Redevelopment agrees to subordinate its mortgage to allow Purchaser to acquire financing for the project so long as such financing is used solely for this development.

Once Purchaser has invested Thirteen Million Dollars (\$13,000,000.00) into the real estate, Redevelopment will completely release its mortgage. Purchaser shall submit a certified report, prepared by a licensed accountant or financial professional, verifying that Purchaser has invested the minimum of Thirteen Million Dollars (\$13,000,000.00) into the Project and subject real estate prior to Redevelopment releasing its mortgage entirely. The investment verification shall include documentation of hard and soft costs such as construction materials, labor, engineering, architectural services, and other directly related expenses.

During the term of the Project, Purchaser shall provide Redevelopment with quarterly progress reports detailing expenditures related to the project, starting thirty (30) days after closing. Redevelopment has the right to audit Purchaser's financial records related to the Project upon reasonable notice to verify Purchaser's required investment under this Agreement.

OBLIGATIONS OF REDEVELOPMENT

In order to induce Purchaser's commitment and investment, Redevelopment agrees to do the following at Redevelopment's expense:

1. Redevelopment will work with Purchaser to obtain a Site Status Letter from the Indiana Brownfield Program for the development and fund the completion of a Phase I Environmental Site Assessment within 180 days of closing.

2. Indiana Department of Environmental Management (IDEM) requires a two (2) foot cap of clean soil in any areas of the lots that are greenspace. Once final site layout has been established by the Purchaser, Redevelopment will compile available soil data and submit information to IDEM showing that all greenspace meets their closure requirements. If additional soil data is needed, sampling will be completed by Redevelopment. If additional excavation work and capping is needed, Redevelopment will coordinate the remediation activities with the Purchaser and fund the work. Redevelopment will submit all final documentation to IDEM requesting environmental closure for the site be granted to the Purchaser.
3. Redevelopment will fund the transport and disposal of all soils removed by Purchaser during the construction of the three (3) residential structures and replacement of the excavated soils with clean fill during or upon completion of construction. Redevelopment acknowledges that this process may require excavation, transportation and disposal of soils at separate times; perhaps once for the construction of each residential structure.
4. Redevelopment will fund a replat of the subdivision to modify the western property line per Exhibit B prior to transfer of the land to the Developer.
5. Redevelopment agrees to affirmatively support any zoning change as long as the change is consistent with the terms and conditions of this Agreement. Redevelopment will support an approved landscaping plan through City Planning & Zoning that would allow alternative tree placement for the development.
6. Redevelopment will fund the abandonment of any unneeded water lateral/taps that were previously installed at the subject real estate. Redevelopment will fund reconstruction of any portion of River Race Drive adjacent to the subject real estate impacted by the abandonment of the unneeded water lateral/taps.
7. Redevelopment will not require the abandonment of unneeded sanitary sewer laterals along South 2nd Street; said unneeded services will be cut below grade and capped.
8. Redevelopment will fund the relocation of the sidewalk to the west of the subject real estate so it will be adjacent to the curb along South 2nd Street.
9. Redevelopment will maintain ownership of the green space on the west side of South 2nd Street but Purchaser agrees to including a landscaping plan for this area that Purchaser will install and maintain.
10. Redevelopment will allow the subject real estate's stormwater to tie into the storm system along South 2nd Street.

11. Curbs along east side of the property/west edge of River Race Dr.
- 12.

OBLIGATIONS OF PURCHASER

As additional consideration for the purchase of the subject real estate, Purchaser agrees to the following at Purchaser's expense:

1. Purchaser agrees to develop a site plan and construct building and improvements consistent with the Purchaser's plan as presented to the Redevelopment Commission on February 13, 2024.
2. Construct all building water lines and building sewer lines necessary to provide water and sewer service to each building constructed.
3. Comply with all applicable federal, state and local laws including all building codes and ordinances, all applicable zoning, and subdivision ordinances and all city engineering policies and standards.
4. Submit final site plans and architectural plans to Redevelopment Commission and obtain the Commission's approval before commencing construction. Approval will not be unreasonably withheld by the Commission.
5. Retention of stormwater by a method approved by city engineering department or otherwise consistent with this Agreement.
6. Develop a landscaping plan for the green space on the west side of South 2nd Street that Purchaser will install and that Purchaser will maintain said green space following installation. Upon completion of development and Purchaser's obligations hereunder, Purchaser shall transfer responsibility for maintenance of the green space to a properly formed and established HOA. It is anticipated that Redevelopment and said HOA will enter into an agreement concerning ongoing maintenance of the green space.

INFRASTRUCTURE CONSTRUCTION REQUIREMENTS

1. Water building lines, sewer building lines, sidewalks, and other appurtenant facilities, shall be constructed in accordance with detailed plans and specifications approved in advance of construction by the Goshen City Engineer and the Goshen Board of Public Works and Safety.
2. Redevelopment and Purchaser each agree to execute all deeds of easements, rights of way or other documents that are reasonably necessary, desirable or appropriate to

further the development of the subject real estate and to provide for the future maintenance of the City of Goshen's water mains, sewer mains, streets and sidewalks.

3. All easements and rights of way obtained shall be recorded in the office of the Recorder of Elkhart County, State of Indiana.
4. City of Goshen will supply each residential building constructed on the subject real estate with water and sewer services to the property line upon the completion of the sewer building lines and water building lines necessary to provide the subject real estate with water and sewer services, but only if Purchaser constructs, at Purchaser's expense or otherwise consistent with this Agreement, water and/or sewer building lines from each building to be serviced to the existing water main or sewer main. Such building lines must be constructed in accordance with specifications reasonably approved by the Goshen City Engineer.
5. All new buildings constructed on the subject real estate shall be connected to the City's sewer system and water system at the expense of the purchaser of the subject real estate before the building is occupied.

PHASING AND DUTY TO DEVELOP

Purchaser will construct the exterior and the framework of the first structure, said structure consisting of at least fifteen thousand square feet (15,000 sq.ft.) on or before March 1, 2026. Timing of the construction of the remaining structures will be based on demand, except all three (3) structures and all eighteen (18) townhomes must be constructed by March 1, 2029.

If Purchaser determines that market conditions substantially impact the demand for townhomes and thereby the ability to meet the construction deadlines set forth in this Agreement, Purchaser may submit a written request to Redevelopment for an extension. The request must include documentation demonstrating the specific market conditions affecting demand and a revised timeline for completion of the Project.

Redevelopment shall evaluate the request in good faith and may grant an extension of up to twelve (12) months per structure, provided that Purchaser demonstrates continued progress on the Project and adherence to all other obligations under this Agreement. Any extensions beyond twelve (12) months shall require an amendment to this Agreement.

LANDSCAPING REQUIREMENTS

The landscaping must be consistent with the City of Goshen landscaping requirements. Purchaser must pay for all required landscaping on the subject real estate.

CLOSING

The closing to transfer ownership of the subject real estate to Purchaser shall occur on or before May 1, 2025, subject to Purchaser obtaining all necessary zoning approvals for development of the subject real estate. The closing deadline may be extended by agreement of both parties. Parties will equally share the costs of the closing agent.

TITLE INSURANCE

1. Redevelopment will conduct at Redevelopment's sole cost a title search to confirm the ownership of the real estate for the benefit of Purchaser within thirty (30) days of the execution of this agreement.
2. At the time of closing, Redevelopment agrees to provide Purchaser with a deed conveying a merchantable title to the real estate and a policy of title insurance in standard ALTA owner's form insuring the title to the real estate to be conveyed by Redevelopment to Purchaser in an amount equal to the purchase price, to be free of defects, except such defects that are included in the standard exceptions forming a part of such policies.

WARRANTIES

1. Redevelopment shall deliver to Purchaser a warranty deed conveying to Purchaser a merchantable title to the real estate free and clear of all liens and encumbrances, except conditions of record including zoning restrictions, taxes and assessments.
2. Redevelopment makes no warranty, express or implied, that the real estate is suitable for any particular purpose. Purchaser has made its own inspection of the real estate and relies solely upon Purchaser's observation in deciding to purchase the real estate. Purchaser does not rely upon any representation of Redevelopment or any agent of Redevelopment.

POSSESSION OF REAL ESTATE

Possession and occupancy of the real estate will be delivered to the Purchaser on the date of closing.

RISK OF LOSS

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

PURCHASER'S WARRANTIES AND REPRESENTATIONS

1. Purchaser will construct buildings and infrastructure on the subject real estate in accordance with detailed plans submitted to Redevelopment for review and comment by Redevelopment prior to construction. Purchaser's construction will comply with all applicable federal, state and city statutes including building codes, subdivision ordinances, zoning ordinances, environmental rules and regulations. This agreement shall not be construed to limit Purchaser's right to petition and obtain zoning variances as it deems necessary.
2. The person signing this agreement warrants that such person has full lawful right, power and authority to execute and deliver this agreement to Redevelopment and has the authority to obligate TROTM, LLC to carry out the terms and conditions of this agreement.

DEFAULT AND REMEDIES

Each of the following shall constitute an event of default under this agreement

1. A proceeding under the provisions of the Federal Bankruptcy Code is filed against the Purchaser or the Purchaser voluntarily submits itself to such proceeding;
2. The Purchaser shall make an assignment for the benefit of creditors;
3. A receiver is appointed for the Purchaser, the subject real estate or assets of the Purchaser;
4. Either party materially violates or fails to keep, perform or comply with any of the terms, provisions, and covenants to be kept, complied and performed under this agreement.

Upon the occurrence of any event of default by the Purchaser, Redevelopment shall notify Purchaser in writing of the alleged default and shall demand performance to remedy the default. The Purchaser shall then proceed to remedy or cure such default with thirty (30) days after receiving the notice. If Redevelopment gives notice of a default of a nature that cannot be reasonably cured within the thirty (30) days, then no breach of this agreement shall be deemed to have occurred so long as the Purchaser, following notice by Redevelopment, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to cure the same within a reasonable period. In addition, no default shall have been deemed to have occurred if and so long as the Purchaser shall be delayed in or prevented from curing any default as a result of an unavoidable delay. An unavoidable delay shall mean any delay caused by reason of power outages, fire, acts of God, significant economic dislocations such as inflationary pressures, market collapses, or other unforeseen

economic conditions that render performance commercially impracticable, or other reasons beyond Purchaser's control and not avoidable by reasonable diligence. Following any default by the Purchaser for which the Purchaser does not diligently pursue a cure, Redevelopment may institute and exercise any and all proceedings and remedies permitted by law or equity.

In the event that either the Purchaser or Redevelopment breach or default under any terms of this agreement, the non-defaulting party shall have the right to such damages as may be available in law or equity, including the right to compel specific performance and/or the right to recover costs and expenses in enforcing the provisions of this agreement, the costs and expenses incurred to the date of the breach in complying with the terms of this agreement and the costs and expenses relating to the initiation of construction and development of the plans.

AMENDMENT

This Agreement may be amended only by mutual written consent of the parties. Either party seeking an amendment shall submit a written request detailing the proposed amendment, the reasons for the amendment, and any supporting documentation.

The other party shall have thirty (30) days to review and respond to the request. If both parties agree to the amendment, they shall execute a written amendment that shall become effective upon execution. Amendments may be used to address changes in deadlines for closing, construction completion, or any other material term of the Agreement.

In the event of unforeseen circumstances impacting the Project, including but not limited to delays in permitting, environmental remediation, or changes in market conditions, either party may propose an amendment to adjust timelines, obligations, or other relevant provisions to ensure the project's successful completion.

MISCELLANEOUS

1. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
2. In the event that legal action is brought to enforce or interpret the terms and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
3. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorney's fees.

4. In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
5. All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
6. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Purchaser.
7. The parties' rights and obligations may not be assigned or otherwise transferred without the written consent of the other party, said consent to not be unreasonably withheld.

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

City of Goshen Redevelopment Commission

TROTM, LLC

Becky Hutsell, Director
Goshen Redevelopment

Printed:_____

City of Goshen
Board of Public Works and Safety

Title:_____

Gina M. Leichty, Mayor

Exhibit A

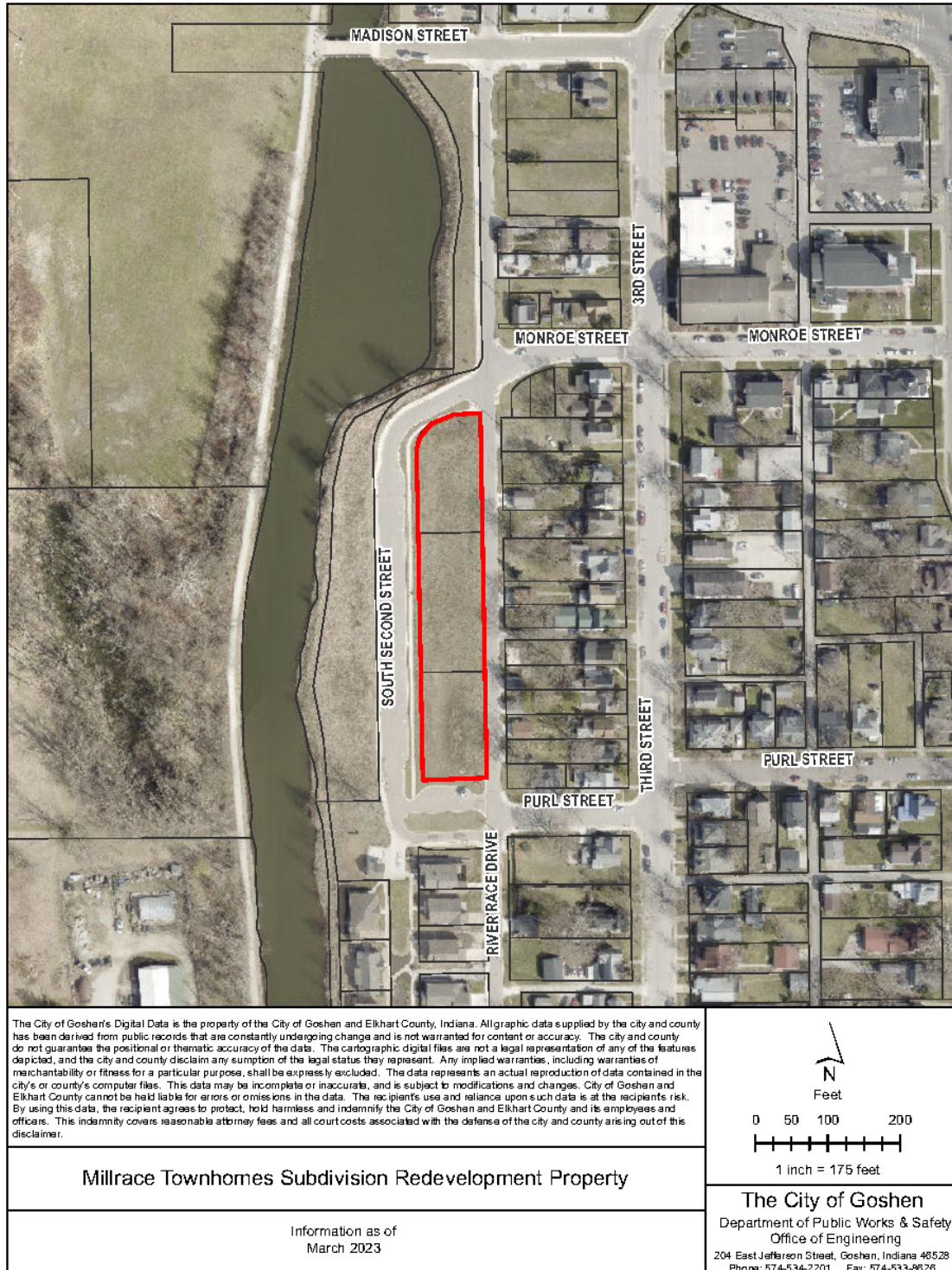


Exhibit B

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	39.09'	35.00'	63°59'48"	S31°00'05"W	37.09'

PRIMARY PLAT
MILL RACE TOWNHOMES

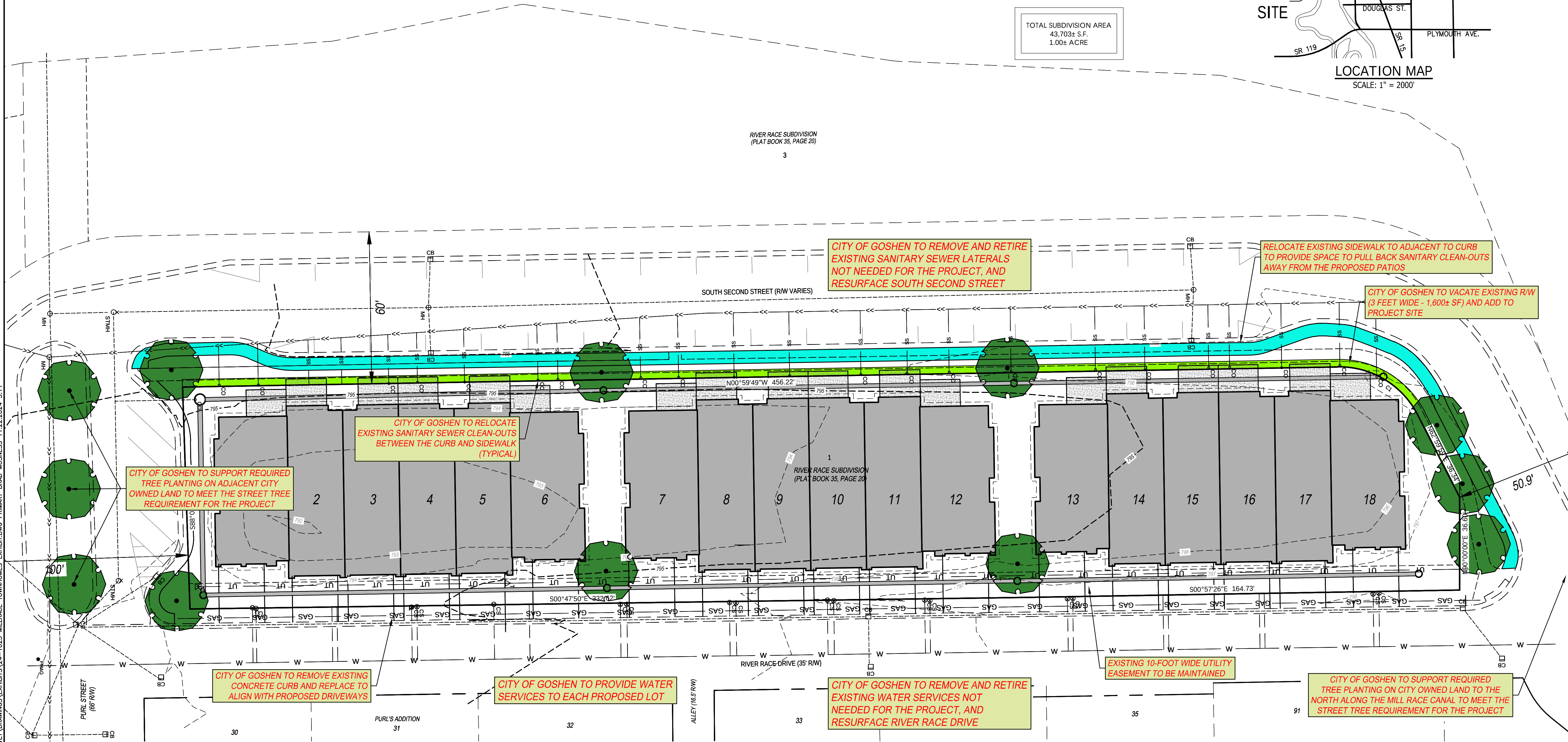
MILL RACE TOWNHOMES PRIMARY SUBDIVISION PHASE 1, PHASE 2 AND PHASE 3. A
SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 16 AND THE SOUTHEAST QUARTER OF
SECTION 9, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP,
ELKHART COUNTY, INDIANA

TAX ID#: 20-11-16-202-018.000-015; 20-11-16-202-019.000-015 AND 20-11-16-202-020.000-015

TOTAL SUBDIVISION AREA
43.703± S.F.
1.00± ACRE

PROJECT
SITE

LOCATION MAP
SCALE: 1" = 2000'



GENERAL NOTES

- PROJECT SITE "LOT 1 OF RIVER RACE SUBDIVISION": 1.00± ACRES
- EXISTING LAND USE: VACANT LAND
- CURRENT ZONING: "B-2" PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT
- PROPOSED LAND USE: ATTACHED SINGLE-FAMILY RESIDENTIAL
- THE PROPOSED SITE SHALL BE SERVICED BY THE CITY OF GOSHEN MUNICIPAL SANITARY SEWER AND WATER.
- THE PROPOSED BUILDINGS SHALL BE THREE (3) STORIES.
- MINIMUM SETBACKS FOR FRONT, SIDE AND REAR: ZERO (0) FEET
- THE CITY OF GOSHEN'S MUNICIPAL STORM SEWER SYSTEM WILL ACCOMMODATE THE PROPOSED SITE AND BUILDING DRAINAGE.
- ALL PROPOSED DRIVEWAYS SHALL BE PAVED AND PRIVATELY OWNED.
- ALL LANDSCAPING, LIGHTING, AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE PUD ORDINANCE(S) AND THE CITY OF GOSHEN ZONING ORDINANCE UNLESS THE PROPER VARIANCES ARE OBTAINED.
- THE SUBJECT PROPERTY IS WITHIN AN AREA DESIGNATED AS "ZONE X", NO SPECIAL FLOOD HAZARD AREA" AS DETERMINED FROM FEMA FIRM PANEL NO. 18039C0254D WITH AN EFFECTIVE DATE OF AUGUST 2, 2011.
- THE PROJECT IS ENTIRELY COMPOSED OF URBAN LAND-BAINTER COMPLEX (UdeA) WITH 0-1% SLOPES FROM REVIEW OF THE PUBLISHED SOIL SURVEY.
- THE SUBJECT PROPERTY HAS BEEN FIELD SURVEYED TO LOCATE EXISTING SITE FEATURES FOR REPRESENTATION ON THE SITE PLAN WITH EXISTING CONTOUR ELEVATIONS REFERENCED AND CHECKED FROM PRIOR SURVEYS PERFORMED BY ABONMARCHÉ CONSULTANTS.

LEGEND

- ASPHALT
- CONCRETE
- EXISTING GROUND CONTOURS
- WATER CURB STOP
- CURB CATCH BASIN
- STORM MANHOLE
- PROPOSED DECIDUOUS TREE

PROPOSED STREET TREES
ADJACENT TO SITE = 12 TREES
TO BE LOCATED NORTH = 2 TREES*
TOTAL REQUIRED = 14 TREES

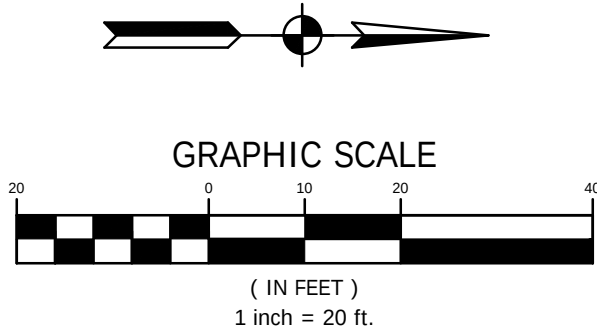
LEGEND-CONT'D

- SANITARY CLEANOUT
- MANHOLE
- TELEPHONE PEDESTAL
- WATER MAIN
- GAS LINE
- BURIED TELEPHONE LINE
- SANITARY SEWER LINE
- STORM SEWER

LEGAL DESCRIPTION

MILL RACE TOWNHOMES PRIMARY SUBDIVISION PHASE 1, PHASE 2 AND PHASE 3 AS
RECORDED NOVEMBER 1, 2016 IN PLAT BOOK 36, PAGE 62 AS INSTRUMENT NUMBER
2016-22780 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

OWNER
CITY OF GOSHEN, INDIANA
DEPARTMENT OF REDEVELOPMENT
202 S. FIFTH STREET
GOSHEN, IN 46528



MILL RACE TOWNHOMES
BETWEEN PURL ST. & MONROE ST./SOUTH 2ND ST. AND
RIVER RACE DRIVE, GOSHEN, INDIANA

PRIMARY PLAT

SHEET TITLE:
DRAWN BY: TRM
FIELDBOOK:
PM REVIEW: BEM
QA/QC REVIEW:
DATE: 11-22-2024
SEAL:

PRELIMINARY

SIGNATURE:

DATE:

SCALE:

1" = 20'

ACI JOB #

24-1025

SHEET NO.

1 OF 1

NO. REVISION DESCRIPTION BY: DATE:

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **November 13, 2024 through December 6, 2024** and finds that entries are allowed in the total amount of **\$1,329,088.54**

APPROVED on December 10, 2024

Brian Garber, President

Jonathan Graber, Secretary



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0209852 - COLIN MICHAEL AVILA									Vendor Total:	210.00
44000	Invoice	12/12/2024	12/5/2024	1/4/2025	12/5/2024	210.00	0.00	0.00	0.00	210.00
FALL CLEAN UP	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
FALL CLEAN UP	N/A		0.00	0.00	210.00	0.00	0.00	0.00		210.00
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
2226-5-00-4310502	REDV OP/CONTRACT SVCS				210.00	100.00%				
Vendor: 0200653 - NIBLOCK EXCAVATING, INC.									Vendor Total:	939,053.80
12583	Invoice	12/12/2024	11/27/2024	12/27/2024	11/27/2024	218,030.93	0.00	0.00	0.00	218,030.93
10TH & DOUGLAS STREET ROAD RECONSTR...	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
10TH & DOUGLAS STREET ROAD RECON...	N/A		0.00	0.00	218,030.93	0.00	0.00	0.00		218,030.93
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT				218,030.93	100.00%				
6	Invoice	12/12/2024	11/21/2024	12/21/2024	11/21/2024	721,022.87	0.00	0.00	0.00	721,022.87
CONSOLIDATED COURTS ROADWAY IMPRO...	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
CONSOLIDATED COURTS ROADWAY IM...	N/A		0.00	0.00	721,022.87	0.00	0.00	0.00		721,022.87
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT				721,022.87	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	939,263.80	0.00	0.00	0.00	939,263.80	0.00	939,263.80
Grand Total:		939,263.80	0.00	0.00	0.00	939,263.80	0.00	939,263.80

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
2226-5-00-4310502	REDV OP/CONTRACT SVCS	210.00
	Total:	210.00

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT	939,053.80
	Total:	939,053.80



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0209316 - U.S. BANK NATIONAL ASSOCIATION									Vendor Total:	48.73
5864 11/27/24	Invoice	12/12/2024	11/27/2024	12/27/2024	11/27/2024	48.73	0.00	0.00	0.00	48.73
RDC CONSTRUCTION INSPECTION INTERVIEW...		AP1ST - AP1ST	No							
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
MEIJER - SNACKS FOR STAFF Distributions	N/A		0.00	0.00	46.24	0.00	0.00	0.00	46.24	
Account Number	Account Name	Project Account Key			Amount	Percent				
2226-5-00-4290001	REDV OP/OTHER SUPPLIES				46.24	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ICE Distributions	N/A		0.00	0.00	2.49	0.00	0.00	0.00	2.49	
Account Number	Account Name	Project Account Key			Amount	Percent				
2226-5-00-4290001	REDV OP/OTHER SUPPLIES				2.49	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	48.73	0.00	0.00	0.00	48.73	0.00	48.73
Grand Total:		48.73	0.00	0.00	0.00	48.73	0.00	48.73

Account Summary

Account	Name	Amount
2226-5-00-4290001	REDV OP/OTHER SUPPLIES	48.73
Total:		48.73



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description						Bank Code	On Hold			
Vendor: 0205859 - ABONMARCHÉ CONSULTANTS, INCORPORATED									Vendor Total:	41,500.00
154334	Invoice	12/5/2024	9/25/2024	10/25/2024	9/25/2024	20,000.00	0.00	0.00	0.00	20,000.00
CONSOLIDATED COURTS ROADWAY IMPRO...			AP1ST - AP1ST		No					
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
CONSOLIDATED COURTS ROADWAY IM...		N/A		0.00	0.00	20,000.00	0.00	0.00	0.00	20,000.00
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4446-5-00-4420000		CONS RR/US33/CAPITAL PROJECT				20,000.00	100.00%			
155372-4										
	Invoice	12/5/2024	11/21/2024	12/21/2024	11/21/2024	6,500.00	0.00	0.00	0.00	6,500.00
EAST COLLEGE AVE RECONSTRUCTION PHAS...			AP1ST - AP1ST		No					
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
EAST COLLEGE AVE RECONSTRUCTION ...		N/A		0.00	0.00	6,500.00	0.00	0.00	0.00	6,500.00
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4445-5-00-4310502		SE E.D. TIF/CONTR SVCS				6,500.00	100.00%			
155501										
	Invoice	12/5/2024	11/26/2024	12/26/2024	11/26/2024	15,000.00	0.00	0.00	0.00	15,000.00
CONSOLIDATED COURTS ROADWAY IMPRO...			AP1ST - AP1ST		No					
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
CONSOLIDATED COURTS ROADWAY IM...		N/A		0.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4446-5-00-4420000		CONS RR/US33/CAPITAL PROJECT				15,000.00	100.00%			
Vendor: 0203093 - AMERICAN STRUCTUREPOINT, INC.										
									Vendor Total:	95,656.37
182854-21	Invoice	12/5/2024	11/15/2024	12/15/2024	11/15/2024	19,612.37	0.00	0.00	0.00	19,612.37
ENC COLLEGE AVE PHASE 2			AP1ST - AP1ST		No					
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
ENC COLLEGE AVE PHASE 2		N/A		0.00	0.00	19,612.37	0.00	0.00	0.00	19,612.37
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4445-5-00-4310502		SE E.D. TIF/CONTR SVCS				19,612.37	100.00%			
182860-39										
	Invoice	12/5/2024	11/15/2024	12/15/2024	11/15/2024	76,044.00	0.00	0.00	0.00	76,044.00
ENC COLLEGE AVE PHASE 1			AP1ST - AP1ST		No					
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
ENC COLLEGE AVE PHASE 1		N/A		0.00	0.00	76,044.00	0.00	0.00	0.00	76,044.00
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4445-5-00-4310502		SE E.D. TIF/CONTR SVCS				76,044.00	100.00%			
Vendor: 0200013 - GOSHEN UTILITIES										
									Vendor Total:	15,809.28
202411201623	Invoice	12/5/2024	11/20/2024	12/20/2024	11/20/2024	15,809.28	0.00	0.00	0.00	15,809.28
DEMO OF 437 N 1ST ST			AP1ST - AP1ST		No					

Payable Register

Packet: APPKT00992 - RDC 12/6/24

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DEMO OF 437 N 1ST ST Distributions	N/A		0.00	0.00	15,809.28	0.00	0.00	0.00	15,809.28	
Account Number	Account Name	Project Account Key	Amount	Percent						
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT		15,809.28	100.00%						

Vendor: [0200463 - JONES PETRIE RAFINSKI CORP.](#)

Vendor Total: 14,882.50

0050159	Invoice	12/5/2024	10/31/2024	11/30/2024	10/31/2024	14,882.50	0.00	0.00	0.00	14,882.50
CENTURY DRIVE RECONSTRUCTION	AP1ST - AP1ST			No						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CENTURY DRIVE RECONSTRUCTION Distributions	N/A		0.00	0.00	14,882.50	0.00	0.00	0.00	14,882.50	
Account Number	Account Name	Project Account Key	Amount	Percent						
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS		14,882.50	100.00%						

Vendor: [0213492 - WABASH NATIONAL CORPORATION](#)

Vendor Total: 206,457.86

11/19/24 TIF REIMBURSEMENT	Invoice	12/5/2024	11/19/2024	11/19/2024	11/19/2024	206,457.86	0.00	0.00	0.00	206,457.86
WABASH/SUPREME HORN DITCH TIF REIMB...	AP1ST - AP1ST			No						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WABASH/SUPREME HORN DITCH TIF RE... Distributions	N/A		0.00	0.00	206,457.86	0.00	0.00	0.00	206,457.86	
Account Number	Account Name	Project Account Key	Amount	Percent						
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ		206,457.86	100.00%						

Vendor: [0213467 - WALKER CONSULTANTS, INC.](#)

Vendor Total: 15,470.00

130042720003	Invoice	12/5/2024	10/31/2024	10/31/2024	10/31/2024	15,470.00	0.00	0.00	0.00	15,470.00
DOWNTOWN PARKING STUDY	AP1ST - AP1ST			No						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DOWNTOWN PARKING STUDY Distributions	N/A		0.00	0.00	15,470.00	0.00	0.00	0.00	15,470.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS		15,470.00	100.00%						

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	9	389,776.01	0.00	0.00	0.00	389,776.01	0.00	389,776.01
Grand Total:		389,776.01	0.00	0.00	0.00	389,776.01	0.00	389,776.01

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS	117,038.87
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ	206,457.86
	Total:	323,496.73

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS	15,470.00
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT	50,809.28
	Total:	66,279.28



December 2024 Redevelopment Staff Report

PROJECT: RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

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

An agreement is in place with American Structurepoint to serve as the City's agent. A site meeting was completed on November 2nd with Federal Railroad, Norfolk Southern, American StructurePoint and City staff to assess each crossing within this corridor and the improvements as they relate to the quiet zone scoring. The application is complete, including an interlocal agreement with Elkhart County and delegation letter needed for the CR 42 railroad crossing. StructurePoint staff are reviewing the application with the Federal Railroad Administration, and we expect them to submit the application this month. We anticipate an 8–12-month approval timeline following submission.

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

Niblock Excavating was awarded the contract for the remainder of the project and mobilized in August. However, utilities were discovered that had not been relocated correctly and were still in conflict with the proposed project. These utilities could not be moved soon enough to maintain a reasonable construction schedule this year. A decision was made to delay the start of the

project until April 2025, and have Niblock focus extra efforts on roadway reconstruction for the Elkhart County Court Complex. Work will begin as soon as possible in 2025, including the installation of the new storm system along Lincoln Avenue and water main replacement along Lincoln Avenue, between Logan Street and Steury Avenue. Sanitary and water services will be replaced, and the roadway reconstructed with curb-and-gutter. In 2026, construction will continue with drainage improvements and utility replacements on Steury Avenue, including roadway reconstruction that will smooth out the “S” curves.

PROJECT: FORMER WESTERN RUBBER SITE / ARIEL CYCLEWORKS DEVELOPMENT

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 they are in the process of receiving all final city approvals to proceed. They anticipate closing on the property within the next month and breaking ground shortly thereafter.

For the City's portion of the work that will be improving 10th & Douglas, Niblock has been hired as the contractor. NIPSCO has completed their gas relocation work. Niblock has completed the underground stormwater system on Douglas Street, as well as water main, sanitary sewer replacement, and new storm system on 10th Street between Plymouth Avenue and Reynolds Street. Work is continuing with replacing water main, utility services, and roadway reconstruction between Jackson and Plymouth Avenue. Work will continue with a short sanitary sewer extension on Reynolds Street, and reconstruction of Reynolds Street on either side of 10th Street. Replacement of galvanized water services will be completed following work within the roadways. The City's project should be complete this year.

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. AP Development did submit an application for READI 2.0 for this project and indicated that they would be pursuing a TIF bond for this project. READI is to announcing their awards before the end of the year.

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 a Development Agreement is being provided this month for approval. Viewrail submitted an application for READI 2.0 funds to assist with the project and has hopes of receiving news of an award before the end of the year. Staff has, however, indicated

that a TIF bond will not be supported as the current project includes 18 high-end townhomes. Minimal infrastructure assistance is being requested and is comparable to what was offered to the previous developer.

PROJECT: COLLEGE AVE FROM US 33 EAST TO RAILROAD XING

PROJECT DESCRIPTION

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

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

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

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

PROJECT: COLLEGE AVE FROM US 33 WEST TO NINTH STREET

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

PROJECT: NEW SOUTH FIRE STATION PROJECT

PROJECT DESCRIPTION

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

PROJECT UPDATE

Following the completion of the RFPQ process, the RDC accepted a recommendation to move forward with the Core/BKV/GM Development team for this project. A scoping agreement has been approved and will take us through the full design phase of the project. Several meetings have been held this fall to and final planning will continue into the new year. The goal is to commence construction in late March/early April and a Guaranteed Maximum Price (GMP) will established for the project prior to that time. We anticipate commencing the bonding process in January and are also working to annex the parcel into the City.

PROJECT: WEST JEFFERSON STREETSCAPE

PROJECT DESCRIPTION

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

PROJECT UPDATE

It is anticipated that this project will be bid within the next few months with construction occurring in 2025.

PROJECT: ELKHART COUNTY COURT COMPLEX

PROJECT DESCRIPTION

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

PROJECT UPDATE

The project was awarded to Niblock Excavating. Several utility relocation delays have occurred, and the 2024 scope was amended to allow for completion of the intersection improvements at US 33 and Reliance and the roadway reconstruction down to the south end of the Courthouse property and that work is complete aside from asphalt markings and completion of the traffic signal at US 33. The remainder of the work, including the roundabout at Reliance Road and Peddlers Village Road, will be completed in 2025.

PROJECT: KERCHER WELLFIELD LAND PURCHASE

PROJECT DESCRIPTION

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

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

PROJECT: FIDLER POND CONNECTOR PATH

PROJECT DESCRIPTION

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

PROJECT UPDATE

The City is working to obtain proposals to assist in evaluating the best connection between East College and Fidler Pond. The scope of the agreement will include public input and we anticipate having more clear direction in 2025.

PROJECT: WINONA MULTI-USE TRAIL EXTENSION

PROJECT DESCRIPTION

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

PROJECT UPDATE

A tentative agreement with Goshen Community Schools has been reached to extend the path south long Waterford Elementary's property. JPR is working on the path design and the railroad permit to allow the path to cross Norfolk Southern's right-of-way. Assuming the railroad permit effort can be completed next spring, the project will be bid for construction in 2025.

PROJECT: GOSHEN NEWS WAREHOUSE ACQUISITION

PROJECT DESCRIPTION

The City desires to obtain the Goshen News Warehouse building on S. 5th Street with the goal of relocation various City departments into the space.

PROJECT UPDATE

Appraisals have been completed and negotiations continue with the Goshen News for the property. It is anticipated that a Purchase Agreement will be ready for approval by January 2025 to allow this project to move forward.

PROJECT: ANNEX RENOVATION PROJECT

PROJECT DESCRIPTION

The City has been designing updates for the Annex building to allow for renovation of the 2nd floor, adding significant office space for staff, installation of fire suppression throughout the entire building and the addition of a new elevator that will provide accessibility throughout the building. Kil Architecture has 100% design plans completed for the project and an RFP was issued to procure a Construction Manager as Constructor (CMc). Similar to the BOT model, this process allows for the City to bring in a General Contractor to work with the design team on estimating, constructability of plans and value engineering as needed followed by the establishment of a Guaranteed Maximum Price (GMP) for the project prior to commencement.

PROJECT UPDATE

In response to the RFP for the CMc, five proposals were received. After review of the proposals, interviews were held with all five firms and the selection committee is recommending that we move forward with an agreement with DJ Construction for the project. The agreement is being provided this month for approval by the Commission that is considered a "scoping agreement" and includes cost of \$20,000 to work with Kil on the plans over the next few months to allow for the establishment of the GMP. Estimated project total is approximately \$4 million with \$3 million being covered by a City bond that's already been awarded and the remainder of the funds being provided by RDC.