



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF February 10, 2026**

To access online streaming of the meeting, go to <https://us02web.zoom.us/j/81076785935>

The Goshen Redevelopment Commission will meet on February 10, 2026, 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

- a. Request for Approval of Agreement with Abonmarche for Cherry Creek Trailway Construction Documents and Bidding
- b. Request Ratification of Agreement for College Avenue – Phase 1 Tree Clearing
- c. Request Approval of Change Order No. 1 for College Avenue Phase 1 Tree Clearing
- d. Request to Approve 2026 Mowing Contract

5. DISCUSSION

Development Assistance Request – 219 N 5th Street

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 – March 10, 2026, at 3:00 p.m.

REDEVELOPMENT COMMISSION MEMBERS

Brain Garber, Mayor Appointee 01/2026 – 12/2026

Jonathan Graber, Mayor Appointee 01/2026 – 12/2026

Megan Hessel, Mayor Appointee 01/2026 – 12/2026

Brett Weddell, Council Appointee 1/2026 – 12/2026

Bradd Weddell, School Liaison 01/2026 – 12/2028

Colin Yoder, Council Appointee 01/2026 – 12/2026

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of January 13, 2026

The Goshen Redevelopment Commission met in a regular meeting on January 13, 2026, 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 Commissioner 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, Bradd Weddell and Colin Yoder

Absent: Brett Weddell

Mayor Leichty administered the Oath of Office to Commission members.

APPROVAL OF MINUTES

A motion was made by Commissioner Yoder and seconded by Commissioner Garber to approve the minutes of December 9, 2025, regular meeting.

The motion was adopted unanimously.

NEW BUSINESS

Request for Approval of Agreement Amendment No. 1 for Construction Inspection for Cherry Creek Subdivision, Phase 1

Becky Hutsell, Redevelopment Director, the Commission previously approved an agreement with Abonmarche for construction inspection services for Cherry Creek Phase 1. The project did not begin as anticipated, requiring an updated timeframe and expanded services. Requesting to add utility coordination using Abonmarche proposal dated December 3, 2025. Proposing a lump sum cost of \$89,000.

A motion was made by Commissioner Garber and seconded by Commissioner Hessel to approve the Request for Approval of Agreement Amendment No. 1 for Construction Inspection for Cherry Creek Subdivision, Phase 1

The motion was adopted unanimously.

Request Approval of Change Order No. 5 for Steury & Lincoln Avenue Reconstruction & Drainage Improvement

Dustin Sailor, Director of Public Works, the city has been working with Abonmarche in regard to LaCasa's development on the south side of Lincoln Avenue. After reviewing the first drainage plan that was submitted, concerns arose about the building and parking lot elevations as they relate to the pond. Abonmarche due diligence identified the emergency overflow elevation of the retention pond was four inches higher than it should be. Niblock quoted a price of \$19,198 for repair.

A motion was made by Commissioner Hessler and seconded by Commissioner Yoder to approve the Request for Approval of Change Order No. 5 for Steury & Lincoln Avenue Reconstruction & Drainage Improvement

The motion was adopted unanimously.

Request Approval of Change Order No. 6 for Steury & Lincoln Avenue Reconstruction & Drainage Improvements

Dustin Sailor, Director of Public Works, this change order related to the sanitary service for the Police Shooting Range. There is a sanitary service line to the back of the building that is not connected to anything. The options are either dig up a brand-new road or we have a sanitary lateral connection. The change order amount is \$8,820 which reduced their price from \$115 per foot to \$63 per foot. Abonmarche is willing to absorb half of the cost.

A motion was made by Commissioner Garber and seconded by Commissioner Hessler to approve the Request for Approval of Change Order No. 6 for Steury & Lincoln Avenue Reconstruction & Drainage Improvements.

The motion was adopted unanimously.

3:22 p.m. Commissioner Brett Weddell entered the meeting.

Request Approval to Authorize Agreement with Niblock Excavating to use the Real Estate at 908 North Sixth Street for Construction Staging during the North Goshen Service Line and Utility Improvements Project

Andrew Lund, Project Manager, the North Goshen Service Line Replacement project involves replacement of water service lines in several neighborhoods throughout the city, as well as reconstruction of underground utilities and roadways in the Northside neighborhood. As there are limited locations within the project area for materials and equipment.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve the Request to Authorize Agreement with Niblock Excavating to use the Real Estate at 908 North Sixth Street for Construction Staging during the North Goshen Service Line and Utility Improvements Project.

The motion was adopted unanimously.

DISCUSSION – TTOTM, LLC (“Row on the Millrace”) Request Letter

Becky Hutsell, Redevelopment Director, the Row on the Millrace, also known as Millrace Townhome Homes, have recently gone through the tech review process, and two modifications are being requested. First, at the south end of the site where Purl Street enters the property and there is reverse angle parking constructed there that is not being utilized and request to remove and restore with grass. Second, the agreement anticipated alternate tree placement as part of an

approved landscaping plan but does not specify off-site installation RDC property. An amendment would be needed to clarify permission, location, number of trees, cost/installation responsibility, ownership and maintenance expectations.

Shane Dyer, Struxure Development, answered questions regarding the requests.

After discussion, Commission members were in favor of the requests.

UPDATE – College Avenue Phase 1 Bid Results

Andrew Lund, Project Manager, shared that HPR Construction submitted the lowest bid of \$8,889,305.88 which is 2.5% lower than the Engineer's estimate. Mr. Lund broke down the funding amounts for the reconstruction of roadway, pedestrian bridge over Horn Ditch and Elkhart County Bridge 410. MACOG was able to provide an additional \$1,450,000 for construction, as well as \$50,000 for construction inspection.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Hessl to approve the Register of Claims of a total of \$5,883,962.73.

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Becky Hutsell, Redevelopment Director, highlighted that the bid packet is out for the Industrial Roadways in the southeast area, as the goal is to get these roads done before INDOT starts US 33.

Discussion regarding CCMG funding.

OPEN FORUM

Becky Hutsell, Redevelopment Director, said that a realtor had reached out regarding the vacant parcels along State Road 15 at Waterford Mills Parkway. The original plan was to have Waterford Mills Parkway crossover SR 15 to the bridge. It has been determined that it is not a feasible option. Water is available across the street, but sanitary sewer would be a very expensive process.

After discussion regarding the parcels, the Commissioners agreed to get residential and commercial appraisals.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 3:56 p.m.

APPROVED on February 10, 2026

**GOSHEN REDEVELOPMENT
COMMISSION**

Brian Garber, President

Jonathan Graber, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission
FROM: Becky Hutsell, Redevelopment Director
RE: **Request for Approval of Agreement with Abonmarche for Cherry Creek Trailway Construction Documents and Bidding**
DATE: January 13, 2026

Requested Action

Staff is requesting a motion from the Goshen Redevelopment Commission to approve an agreement with Abonmarche Consultants, Inc. for professional services to prepare construction documents and bid materials for the Cherry Creek Trailway, based upon the scope of services and fee proposal attached to this memorandum.

Background

As part of the Cherry Creek Economic Development Agreement, the City committed to the design, bidding, and construction of a 10-foot-wide public trailway within Phase I of the Cherry Creek development. This trailway is intended to serve both Cherry Creek residents and the broader community by providing a key connection to Goshen's existing trail network and downtown.

A recorded maintenance framework further establishes long-term responsibilities for the trailway following construction and dedication, underscoring the importance of coordinating design and construction with the overall development and associated public infrastructure.

Abonmarche's Role and Qualifications

Abonmarche is serving as the overall project designer and engineer for the Cherry Creek development. As such, they already possess the majority of the information needed to complete this work, including topographic survey data, grading plans, utility layouts, stormwater approvals, and approved development plans.

Authorizing Abonmarche to complete the trailway construction documents allows the City to build upon this existing work, avoids duplicative design efforts, and helps ensure the trailway is fully integrated with adjacent roads, utilities, and stormwater infrastructure being constructed as part of the development.

Proposed Scope of Services

The attached proposal outlines a scope of services that includes:

- Preparation of construction plans and specifications suitable for public bidding;
- Assembly of full bid documents using the City's standard formats and requirements; and
- Bid phase assistance, including participation in pre-bid meetings, responding to bidder questions, and preparation of addenda as needed.

The cost of services is \$15,000 and will be provided as a lump sum service.

The proposal also includes a defined schedule that would allow the City to move promptly into bidding upon authorization.

Importance of Timing

It is critical that the Cherry Creek Trailway be bid and constructed in conjunction with the overall Cherry Creek development. Coordinated construction reduces disruption, minimizes the risk of rework, and ensures the trailway is available as development phases come online.

Delaying this work until after surrounding infrastructure and private improvements are complete would likely increase costs and complicate construction.

Conclusion

Approval of this agreement, based on the scope outlined in the attached Abonmarche proposal, enables the City to meet its obligations under the Cherry Creek agreements, efficiently advance the trailway project, and maintain alignment between public infrastructure investment and private development activity.

For these reasons, staff recommends approval and requests a motion to authorize the agreement with Abonmarche Consultants, Inc. as proposed.

February 2, 2026

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

RE: **PROPOSAL FOR PROFESSIONAL SERVICES**

Cherry Creek Sidewalk Project

Waterford Mills Parkway
City of Goshen

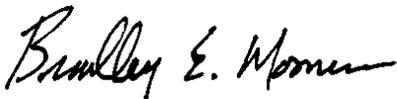
Dear Ms. Hutsell:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional services for the Cherry Creek Sidewalk Project. We have tailored our scope of services based upon our past discussions and our involvement with the development.

This proposal includes our Work Plan, which consists of our Project Understanding, Scope of Services, and Fees for Services. I will be the Project Manager and primary contact for this project, and can be reached at (574) 314-1024, and by email at bmosness@abonmarche.com.

We appreciate the opportunity to submit our proposal and look forward to working with you and the City of Goshen on this project. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,
ABONMARCHE CONSULTANTS, INC.



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



Robert Nichols
Construction Services Director

WORK PLAN

PROJECT UNDERSTANDING

The proposed project includes preparing construction plans for a new sidewalk/path for the Cherry Creek Development for bidding and construction by the City of Goshen. Other objectives for this project include:

- New sidewalk/path locations:
 - 3,670± feet along Waterford Mills Parkway starting at Regent Street and terminating at the east end of Cherry Creek, Phase One.
 - 450± feet from the new sidewalk on Waterford Mills Parkway to the north to connect to Cherry Creek Lane at the start of the linear park.
- Utilize the topographic survey and proposed grading surface prepared for the development plans of Cherry Creek, Phase One.
- Public bidding and funding by the City.
- Utilize the Construction Stormwater General Permit already issued for Cherry Creek.

SCOPE OF SERVICES

We have tailored our scope of services pursuant to our discussions with you and our current understanding of the project. A brief listing of services we expect to deliver for this type of project are listed below.

Task #1: Construction Plans

This task includes preparing construction plans for the proposed project, which are anticipated to include a cover sheet, sidewalk/path typical section, plan/profile sheets, construction details, and erosion control. Project specifications will be prepared using the City's typical language.

This task also includes assembling the complete package of construction bid documents using the City's standard format and requirements (Cover Page, Notice to Bidders, Table of Contents, "Front End" Requirements, etc.). The final documents will be combined into a single PDF for the client to upload onto the Quest Project Plan Room, www.questcdn.com.

We anticipate a kickoff meeting to review the scope of work and schedule, and a separate meeting to review 90% plans and bid documents including a list of estimated quantities and anticipated construction cost.

Task #2: Bid Phase Services

This task includes attending a pre-bid meeting, answering bid questions from the City and potential bidders, and preparing addendums, if necessary, to the bid documents.



FEES FOR SERVICES

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount for each task listed below. All services below are firm for 90 days. If not completed within one year, Abonmarche reserves the right to adjust all uncompleted items for cost-of-living increase.

Please note the below costs include filing, permitting, and advertising fees noted as a reimbursable expense and invoiced by Abonmarche.

Task #1	Construction Plans.....	\$ 12,500
Task #2	Bid Phase Services	\$ 2,500
<hr/>		
TOTAL:	\$ 15,000 (Lump Sum)



ANTICIPATED SCHEDULE

If a Notice to Proceed is furnished by February 12, 2026, ABONMARCHE shall proceed with the anticipated schedule below.

Week of February 23	Kickoff Meeting with City
March 20	Submit 90% Plans and Bid Documents for City Review
Week of April 6	Review Documents with City
April 17	Submit Final Documents for Bidding
TBD	Final Review by City
TBD	Advertisements #1 and #2
TBD	Anticipated Award
TBD	Start Construction

INFORMATION TO BE PROVIDED BY CITY

1. "Front End" Contract Documents
2. Typical City Contract and Supporting Documents
3. Utility Potholing / Investigation, if required

ADDITIONAL SERVICES OFFERED BY ABONMARCHE

1. Easement Description and Supporting Exhibits, if found to be needed
2. Construction Staking
3. Final Record Drawings





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Memorandum

TO: Redevelopment Commission
FROM: Becky Hutsell, Redevelopment Director
RE: **Request for Ratification of Agreement for College Avenue – Phase I Tree Clearing**
DATE: February 10, 2026

Requested Action

Staff requests that the Goshen Redevelopment Commission ratify the execution of the attached agreement for the College Avenue Phase 1 Tree Removal project.

Background

In November 2025, the Redevelopment Commission reviewed and approved the *concept* of an agreement for tree removal services associated with the College Avenue Phase 1 roadway reconstruction project and authorized staff to proceed. Following that authorization, staff finalized and executed the agreement in coordination with the Goshen Board of Public Works and Safety. Formal ratification by the Commission is now requested to confirm approval of the executed agreement.

Summary of Agreement

The agreement is between the City of Goshen and Cut Rite Services, LLC (now known as Homer II LLC) for tree removal and clearing services within the College Avenue Phase 1 roadway reconstruction corridor.

The scope of work includes, but is not limited to:

- Removal of trees of varying sizes, tree stumps, shrubs, and brush within the project limits
- Tree and brush clearing necessary to prepare the corridor for roadway reconstruction
- Maintenance of traffic and related safety measures during operations

Work is required to be completed in accordance with City specifications and project plans. The contractor is responsible for all labor, equipment, materials, and supervision necessary to complete the work.

Cost

The agreement is structured on unit prices, with an estimated total project cost of \$45,201.38. Final payment will be based on actual quantities verified by the City.

Recommendation

Staff recommends that the Redevelopment Commission ratify the execution of the attached agreement to formally confirm approval of the contract previously authorized by the Commission.

CITY OF GOSHEN, INDIANA
CONTRACT
FOR
PROJECT: College Avenue Phase 1 Tree Removal
PROJECT NUMBER: 2019-0022

THIS CONTRACT ("Contract") is entered into on December 19, 2025, which is the date of the last signature set forth on the signature page (the "Effective Date"), by and between **Cut Rite Services, LLC, now known as Homer II LLC** ("Contractor"), whose business address is 2604 State Road 331, Bremen, IN 46506 and mailing address is PO Box 230, Bremen, IN 46506, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and the Goshen Redevelopment Commission.

In consideration of the terms, conditions and mutual covenants contained in this Contract, City and Contractor agree as follows:

1. Scope of Work.

- (A) Contractor shall provide all services necessary for the above referenced project (hereinafter referred to as "Project") in accordance with the Specifications that are made a part of and incorporated by reference into this Contract. The Project includes but is not limited to removal of trees, tree stumps, large roots, shrubs, and brush within the College Avenue Phase I roadway reconstruction corridor, and other related work as required by the Project specifications and plans.
- (B) For the purposes of this Contract and the attached Specifications, all services to be performed by Contractor for the Project shall be referred to as the "Work." The Work includes, but is not limited to, providing all supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in the Specifications.
- (C) Contractor agrees to execute the Work by following and applying at all times the highest professional and technical guidelines and standards.

2. Component Parts of this Contract.

- (A) This Contract shall include the terms and conditions set forth herein, as well as the terms and conditions set forth in the following component parts which are specifically incorporated into this Contract by reference:
 - (1) City of Goshen, Indiana Specifications and Contract Documents for the Project, including addenda, if any.
 - (2) Contractor's proposal to perform the Work for the Project as submitted to City, including the Project Proposal Form and all submittals and attachments prepared by Contractor.
 - (3) Notice to proceed issued by City to Contractor.
 - (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
 - (5) Contractor's certificate of insurance.

- (B) Any conflict, inconsistency or ambiguity in this Contract and any of the component parts shall be resolved by giving precedence in the following order:
 - (1) This Contract, any subsequent amendments and/or change orders;
 - (2) The City of Goshen Specifications and Contract Documents, including addenda, if any;
 - (3) Contractor's proposal to perform the Work for the Project as submitted to City; and
 - (4) City's (and/or City's authorized representative's) written determination to resolve a conflict, inconsistency or ambiguity existing in this Contract and any of the component parts.

3. Duties of Contractor.

- (A) Contractor shall provide all supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in these documents or any incorporated documents.
- (B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier I contractor as defined by Indiana Code § 5-16-13-4(1), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor's employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor's employees.
- (C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for the Project are also in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of the Specifications and Contract Documents and this Contract.

4. Effective Date; Term.

- (A) The Contract shall become effective on the date of the last signature of the authorized representatives of both the Goshen Board of Public Works and Safety and Contractor (the "Effective Date"). This Contract shall continue until all Work on the Project is completed to the satisfaction of City and the respective obligations of each party have been carried out in full, unless otherwise terminated in writing.
- (B) Contractor shall begin Work as soon as practical after receiving a written notice to proceed from City.
- (C) Contractor shall carry out all Work expeditiously with adequate work forces and shall substantially complete the Project by Friday, January 23, 2026. Final completion of the entire Project, including any punch list items, shall occur by Friday, January 30, 2026.
 - (1) "Substantial completion" or "substantially complete" refers to the date when the Work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.
- (D) If Contractor does not complete the entire Project within the time period set forth in paragraph (C), 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 completed within the time period set forth in paragraph (C), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Five Hundred Dollars (\$500) per day as liquidated damages and not as a penalty for each calendar day the completion of the Project is delayed.

5. **Compensation.**

- (A) City shall compensate Contractor for the satisfactory performance of the Work under this Contract based on the established unit prices for the work items listed below. The quantities shown for each work item are estimates only and based on the best information currently available. The actual quantities needed for each work item may be higher or lower than the estimated quantities, and that compensation will be made using the established unit prices for each work item and the actual quantities used in the Project. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
1	Mobilization and Demobilization	1	LSUM	\$2,460.00	\$2,460.00
2	Maintenance of Traffic	1	LSUM	\$13,600.00	\$13,600.00
3	Tree, 6 in., Remove	7	EA	\$ 384.78	\$2,693.46
4	Tree, 10 in., Remove	9	EA	\$641.30	\$5,771.70
5	Tree, 18 in., Remove	12	EA	\$1,154.34	\$13,852.08
6	Tree, 30 in., Remove (Undistributed)	1	EA	\$1,923.90	\$1,923.90
7	Tree, 48 in., Remove	1	EA	\$3,078.24	\$3,078.24
8	Stump Only, 10 in., Remove	6	EA	\$96.00	\$576.00
9	Stump Only, 30 in., Remove	1	EA	\$281.00	\$281.00
10	Shrub, Remove	25	EA	\$15.00	\$375.00
11	Tree Clearing	1	LSUM	\$325.00	\$325.00
12	Brush Clearing	1	LSUM	\$265.00	\$265.00
Total (Estimated) Project Cost:					\$45,201.38

- (B) Contractor will be responsible for all expenses incurred in the performance of Work under this Contract. Compensation paid to Contractor is in full consideration for any Work performed and any expenses incurred while performing said Work.

6. **Payment.**

- (A) City shall compensate Contractor upon the satisfactory completion of all Work on the Project in accordance with the unit prices set forth in Section 5, Compensation. The payment amount shall be subject to the City's verification of actual quantities.
- (B) As a condition of payment, all Work performed under this Contract must meet the City's reasonable satisfaction and comply with all requirements of the Specifications and Contract Documents. City shall have no obligation to pay for any Work determined to be unsatisfactory, defective, or inconsistent with the terms of this Specifications and Contract Documents.
- (C) Contractor shall submit a detailed invoice itemizing the Work satisfactorily completed upon completion of all Work. The invoice shall be submitted to City for review and acceptance to the following address, or at such other address as City may designate in writing:

City of Goshen, Indiana
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email is also acceptable at Engineering@goshencity.com.

- (D) In addition, Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for this Project before City makes final payment.
- (E) City will process payment to Contractor within forty-five (45) days after receipt of a complete and detailed invoice, subject to City's review and acceptance. In the event of any dispute, City shall pay only the undisputed portion of the invoice. Payment shall be deemed made on the date of mailing the check.
- (F) Any payment made by City shall not relieve the obligation of Contractor to correct any unsatisfactory or defective Work, nor shall such payment constitute acceptance of any Work not in compliance with the Specifications and Contract Documents.
- (G) Contractor shall have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

7. **Construction Schedule.**

- (A) After being awarded the Contract, Contractor shall update the proposed construction schedule that was submitted with the Contractor's Project Proposal Form for approval by City. Contractor agrees to adhere to the construction schedule so that the Project is completed on or before the substantial completion date.
- (B) If Contractor fails to adhere to the construction schedule, Contractor shall adopt other or additional means and methods of construction and commit additional labor, equipment and other resources as necessary to make up for the time lost and to assure completion of the Project on or before the substantial completion date.
- (C) Contractor agrees that no modification to the construction schedule is permitted that will delay the completion of the Project by the substantial completion date without a formal amendment to this Contract.

8. **Project Safety.** Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.

9. **Independent Contractor.**

- (A) Contractor enters into this Contract, and will remain throughout the term of the Contract, as an independent contractor. This Contract does not in any way create any type of partnership, association, joint venture, or other business relationship. Contractor agrees that Contractor and any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor, and such employees, agents or subcontractors are not and will not become employees, agents or subcontractors of City while this Contract is in effect.
- (B) Contractor shall be solely responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (C) Contractor shall provide all necessary unemployment and workers' compensation insurance, and any other insurance on Contractor and Contractor's employees, agents or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding the

reporting of compensation earned and the payment of all income taxes. City will not withhold from any compensation paid any amounts for federal, state or local income taxes.

10. **Non-Discrimination.**

- (A) In accordance with Indiana Code § 22-9-1-10, Contractor and all subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any 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 Contract.
- (B) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
 - (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
 - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
 - (3) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
 - (4) That this Contract may be canceled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.
- (C) This section shall also apply to a contractor in any contractor tier.

11. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., by execution of this Contract, Contractor affirms under the penalties for perjury that Contractor does not knowingly employ an unauthorized alien.
- (B) Contractor further agrees to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (C) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with an individual that Contractor subsequently learns is an unauthorized alien.
- (D) Contractor shall require all subcontractors that perform work under this Contract to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (E) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

- (F) In accordance with Indiana Code § 5-16-13-11(1), before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins Work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- (G) This section shall also apply to a contractor in any contractor tier.
12. **Investment Activities in Iran.** In accordance with Indiana Code § 36-1-12-23 and Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.
13. **Contractor Compliance with Other Laws.**
- (A) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
- (1) A contractor shall not pay cash to any individual employed by Contractor for Work done by the individual on the Project.
 - (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 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
 - (3) A contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
 - (4) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
 - (5) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- (B) In accordance with Indiana Code § 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.
- (C) This section shall also apply to a contractor in any contractor tier.
14. **Insurance.**
- (A) Prior to commencing Work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
- (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (4) Excess Umbrella Coverage - \$2,000,000 each occurrence

15. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, employees and subcontractors during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City and shall not be limited by reason of insurance coverage required by this Contract.
16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract 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 affected party shall immediately or as soon as reasonably possible under the circumstances provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. The affected party shall do everything possible to resume performance. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract and the other party shall have no recourse.
17. **Funding Cancellation.** When the City's Common Council makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the Work under this Contract, this Contract shall be canceled. A determination by the Common Council that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
18. **Default.**
 - (A) If Contractor fails to perform the Work or comply with the provisions of this Contract, then Contractor may be considered in default.
 - (B) It shall be mutually agreed that if Contractor fails to perform the Work or comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than seven (7) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
 - (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the Work described under these Specifications and Contractor Documents.
 - (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

19. **Termination.**

- (A) This Contract will continue in effect until all required Work provided for in this Contract has been completed to the satisfaction of City and the respective obligations of each party have been carried out in full, and shall then terminate.
- (B) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (C) The Contract may be terminated in whole or in part, at any time, in the event a written determination is made under the Section entitled Funding Cancellation.
- (D) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (E) Contractor shall be paid for all Work performed and expenses reasonably incurred prior to notice of termination.
- (F) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

- (A) Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
- (B) Contractor shall provide prompt written notice to City of any changes in Contractor's legal name or legal status so that changes may be documented and payments to the successor entity may be made.

21. **Change Orders.**

- (A) If in the course of the Work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the Contract price and/or substantial completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
- (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
- (C) Except in the case of an emergency, Contractor shall not commence any additional Work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

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

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

24. **Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference. The enactment or modification of any applicable state or federal statute or the

promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the parties to determine whether the provisions of this Contract require formal modification.

- (B) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.
- (C) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so may be deemed a material breach of Contract.

25. **Governing Law.**

- (A) These documents shall be construed in accordance with and governed by the laws of the State of Indiana. Any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (B) 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. **Miscellaneous.**

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

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

28. **Notice.** Any notice required or desired to be given under this Contract 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 Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email: Engineering@goshencity.com

with a copy to:

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

Contractor: Cut Rite Services, LLC, now known as Homer II LLC
Attention: Homer Hochstetler, Member and Registered Agent
2604 State Road 331
Bremen, IN 46506
Email: aden@cutritetreeservices.com

- 29. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- 30. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

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

City of Goshen, Indiana

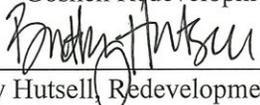
Goshen Board of Public Works and Safety



Gina M. Leichty, Mayor

Date: December 18, 2025

Goshen Redevelopment Commission



Becky Hutsell, Redevelopment Director

Date: 12/16/2025

**Cut Rite Services, LLC,
now known as
Homer II LLC**



Homer Hochstetler, Member

Date: 12-19-25



**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 Commission

FROM: Engineering Department

RE: **CHANGE ORDER NO. 1 FOR COLLEGE AVENUE PHASE 1 TREE
REMOVAL (JN: 2019-0022)**

DATE: February 10, 2026

Attached please find Change Order No. 1 – a Balancing Change Order for the tree removal work, which was completed to clear right-of-way for utility relocation related to the College Avenue, Phase 1 roadway reconstruction project.

Change Order No. 1 increases the contract price by \$6,470.52, making the final contract amount \$51,671.90, a 14.31% increase over the original contract of \$45,201.38. Significant reasons for the cost increase include additional trees and one stump found within the clearing limits, as well as some trees that, upon field verification, qualified as larger-diameter work items.

Original contract amount	\$45,201.38
Change Order No. 1	\$ 6,470.52

Revised contract amount	\$51,671.90
--------------------------------	--------------------

Requested Motion: Approve and authorize the Redevelopment Director to sign Change Order No. 1 for the College Avenue Phase 1 Tree Removal Project in the amount of \$6,470.52, for a final contract amount of \$51,671.90.

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

OWNER: City of Goshen
PROJECT NAME: College Avenue Phase 1 Tree Removal
PROJECT NUMBER: 2019-0022
CONTRACTOR: Cut Rite Services, LLC, now known as Homer II LLC

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Line item adjustments below serve as a balancing change order to close the project. These changes are the result of additional trees and one (1) stump added to the scope of work; several stumps and one tree that had been removed prior to the tree removal project; and trees that were re-measured and found to qualify as larger-diameter work items.

3	Tree, 6 in., Remove Note: This balances the line to close the project	-2 EA	@ \$384.78	-----	-\$769.56
4	Tree, 10 in., Remove Note: This balances the line to close the project	-4 EA	@ \$641.30	-----	-\$2,565.20
5	Tree, 18 in., Remove Note: This balances the line to close the project	7 EA	@ \$1,154.34	-----	\$8,080.38
6	Tree, 30 in., Remove Note: This balances the line to close the project	1 EA	@ \$1,923.90	-----	\$1,923.90
8	Stump Only, 10 in., Remove Note: This balances the line to close the project	-5 EA	@ \$96.00	-----	-\$480.00
9	Stump Only, 30 in., Remove Note: This balances the line to close the project	1 EA	@ \$281.00	-----	\$281.00
			Subtotal -		\$6,470.52

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$45,201.38
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers	0 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement		\$45,201.38
4. Addition/ Reduction to Contract due to this supplement		\$6,470.52
5. Amount of Contract, including this supplemental		\$51,671.90
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$6,470.52
7. Total percent of change in the original contract price Includes Change Order No.	1 to <u>1</u>	14.31%
(Line 6 divided by Line 1)		

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days, making the final completion date Friday, January 30, 2026.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

RECOMMENDED FOR ACCEPTANCE

Brad Minnick

Brad Minnick, P.E.
City Civil Engineer

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Becky Hutsell, Redevelopment Director

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Homer II LLC

BY: _____
Signature of authorized representative

Printed

Title



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission
FROM: Becky Hutsell, Redevelopment Director
RE: **Request to Approve 2026 Mowing Contract**
DATE: February 10, 2026

Purpose

This memo summarizes the City of Goshen's 2026 Lawn Services Contract and identifies the portions of the contract for which the Goshen Redevelopment Commission is responsible for payment.

Contract Overview

The City of Goshen entered into a Lawn Services Contract with Colin Avila d/b/a Yardshark on March 12, 2024. The contract allows for renewal for up to two additional mowing seasons. Amendment No. 2 renews the contract for the 2026 mowing season, including 2026 fall clean-up, and removes several service areas from the overall scope of services

The amendment also applies a 2% maximum unit cost increase, consistent with the terms of the original contract, and updates the service area list and pricing accordingly

Redevelopment Commission Service Areas

For the 2026 mowing season, the Redevelopment Commission is responsible for the following service areas, as identified in Exhibit B – 2026 Mowing Season:

- 600–700 Blocks of East Lincoln Avenue (Lot 3 of Lincoln Avenue Subdivision – to be developed by Lacasa)
- 400-Block West Pike Street / 200-Block New Street
- 210 West Washington Street (Parking Lot K Expansion)
- 200-Block of South Third Street (Struxture Apartment project site)
- 208 West Washington Street (Parking Lot K Expansion)

Several RDC-related service areas included in prior years have been removed from the contract and will not be serviced in 2026, including River Race Drive/South Second Street, 305 East Kercher Road, and 65719 State Road 15.

Cost Summary

The remaining RDC service areas are billed on a lump-sum monthly basis. Based on the 2026 unit costs shown in Exhibit B, the total monthly cost attributable to the Redevelopment Commission is \$1,022.00.

AMENDMENT NO. 2

Contract for City of Goshen Lawn Services

THIS AMENDMENT is entered into on _____, 2026, which is the last signature date set forth below, by and between **Colin Avila d/b/a Yardshark** (“Contractor” or “Yardshark”), whose mailing address is PO Box 2101, Michigan City, IN 46361, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety Redevelopment Commission (“City”).

RECITALS

- (A) City and Yardshark entered into a Contract on March 12, 2024 for Yardshark to provide City with lawn mowing and maintenance services for certain City of Goshen properties.
- (B) The Contract may be renewed for up to two additional mowing seasons.
- (C) The parties wish to renew the Contract for the 2026 mowing season which shall include 2026 fall clean up.
- (D) City wishes to remove certain Service Areas for Lawn Services.
- (E) Any modification or amendment to the terms and conditions of the Contract shall be made in writing and signed by both parties.

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

SECTION 1. Effective Date; Renewal Term

- (A) The Amendment No. 2 shall become effective on the day of execution and approval by both parties.
- (B) The Contract shall be renewed for the 2026 mowing season which shall include 2026 fall clean-up.

SECTION 2. Scope of Services

- (A) Contractor shall discontinue Lawn Services to the following Services Areas, effective the 2026 mowing season:
 - (1) Service Area 6 – Northwest Corner of North Main Street and West Wilden Avenue, and Northeast Corner of East Wilden Avenue and North Sixth Street.
 - (2) Service Area 7 – Southeast Corner of East Wilden Avenue and North Sixth Street.
 - (3) Service Area 8 – West Plymouth Avenue Stormwater Basin
 - (4) Service Area 10 – East Kercher Road Stormwater Basin, including turf surrounding, side slopes and bottom of basin.
 - (5) Service Area 11 – South Side of East Kercher Road at Pine Manor Avenue.
 - (6) Service Area 16 – River Race Drive/South Second Street, including south island.

- (7) Service Area 17 – 305 East Kercher Road.
 - (8) Service Area 18 – 65719 State Road 15 (confirming the removal of this Service Area during the 2025 mowing season).
- (B) Contractor shall continue providing Lawn Services to the remaining eight (8) Service Areas under the original Contract dated March 12, 2024.

SECTION 3. Compensation

The established unit costs for Lawn Services at a Service Area as set forth in the original Contract are adjusted by a 2% maximum price increase as permitted under the original Contract. The unit costs for the 2026 mowing season at each Service Area are set forth in Exhibit B attached to this Amendment.

SECTION 4. Original Contract

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

SECTION 5. Authority to Execute

The undersigned affirm that all steps have been taken to authorize execution of this Amendment No. 2, and upon the undersigned’s execution, bind their respective organizations to the terms of the Amendment No 2.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 on the dates as set forth below.

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

Colin Avila d/b/a Yardshark

Gina M. Leichthy, Mayor

Colin Avila, Owner

Date Signed: _____

Date Signed: _____

Redevelopment Commission

Becky Hutsell, Redevelopment Director

Date Signed: _____

EXHIBIT B - 2026 Mowing Season

	Service Area/Invoicing	Basis/Unit	2024 Unit Cost	2025 Unit Cost	2026 Unit Cost
1 ENG	Third Street/Madison Street from Pike Street south to Main Street, including Parking Areas (Includes Weed Control)	Lump Sum Monthly Cost	1,084.00	1,105.68	1,128.00
2 ENG	City Hall at 202 South Fifth Street, Utilities Billing Office at 203 South Fifth Street, City Annex Building at 204 East Jefferson Street, and Goshen Police & Court Building at 111 East Jefferson Street	Lump Sum Monthly Cost	690.00	Removed 2025	Removed 2025
3 POL	Goshen Police Training Facility at 713 East Lincoln Avenue	Lump Sum Monthly Cost	125.00	Removed 2025	Removed 2025
4 ENG	Northeast Corner of East Lincoln Avenue and Olive Street	Lump Sum Monthly Cost	100.00	Removed 2025	Removed 2025
5 ENG	East Lincoln Avenue Stormwater Basin	Lump Sum Monthly Cost	260.00	265.20	271.00
6 ENG	Northwest Corner of North Main Street and West Wilden Avenue and Northeast Corner of East Wilden Avenue and North Sixth Street	Lump Sum Monthly Cost	85.00	86.70	Removed 2026
7 ENG	Southeast Corner of East Wilden Avenue and North Sixth Street	Lump Sum Monthly Cost	167.00	170.34	Removed 2026
8 ENG	West Plymouth Avenue Stormwater Basin	Lump Sum Monthly Cost	175.00	178.50	Removed 2026
9 ENG	County Road 19 Stormwater Basin and Access Drive	Unit Cost for Each Mow	50.00	51.00	52.00
10 ENG	East Kercher Road Stormwater Basin (Turf Surrounding Basin)	Lump Sum Monthly Cost	240.00	244.80	Removed 2026
10 ENG	East Kercher Road Stormwater Basin (Side Slopes and Bottom of Basin)	Unit Cost for Each Mow	250.00	255.00	Removed 2026
11 ENG	South Side of East Kercher Road at Pine Manor Avenue	Lump Sum Monthly Cost	100.00	102.00	Removed 2026

EXHIBIT B - 2026 Mowing Season

Service Area/Invoicing		Basis/Unit	2024 Unit Cost	2025 Unit Cost	2026 Unit Cost
12 RDV	600-700 Blocks of East Lincoln Avenue	Lump Sum Monthly Cost	333.00	339.66	346.00
13 RDV	400-Block West Pike Street /200-Block New Street	Lump Sum Monthly Cost	250.00	255.00	260.00
14 RDV	210 West Washington Street	Lump Sum Monthly Cost	75.00	76.50	78.00
15 RDV	200-Block of South Third Street	Lump Sum Monthly Cost	250.00	255.00	260.00
16 RDV	River Race Drive/South Second Street, including south Island	Lump Sum Monthly Cost	125.00	127.50	Removed 2026
17 RDV	305 East Kercher Road	Lump Sum Monthly Cost	100.00	102.00	Removed 2026
18 RDV	65719 State Road 15	Lump Sum Monthly Cost	160.00	163.20	Removed 2025
19 RDV	208 West Washington Street	Lump Sum Monthly Cost	NA	76.50	78.00
Cost Adjustment for Subsequent Mowing Seasons - Maximum percentage increase in Service Area Unit Cost if renew Contract in subsequent year(s):		2%			



**Department of Community Development
CITY OF GOSHEN**

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

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communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: Redevelopment Commission
FROM: Becky Hutsell, Redevelopment Director
RE: **Development Assistance Request – 219 N. 5th Street**
DATE: February 10, 2026

Rosie Signh has approached staff requesting assistance with the development of a proposed apartment building at 219 N. 5th Street. Due to the limited size of the parcel, the site can accommodate a maximum of three residential units. In addition, the parcel's proximity to the Pike Street overpass creates access constraints that require improvements beyond what can be addressed solely on the private site.



Ms. Signh wishes to move forward with the project, which is intended to provide quality housing targeted to medium-income households. To facilitate development, she is requesting assistance with utility extensions and alley improvements within the public right-of-way, which are necessary to establish safe and functional access to the property. Ms. Signh has completed a similar project in Elkhart and has indicated that there is a demonstrated need for quality housing at this price point. She has expressed a desire to address this need through smaller-scale projects implemented over time, rather than large apartment developments.

The total anticipated private investment in the project is approximately \$500,000, with the public right-of-way improvements estimated at \$50,000. A copy of the site plan and floor plans is attached. While the City has previously issued bonds and entered into TIF reimbursement agreements to support development projects, staff

would recommend, if the Commission so desires, contributing any committed funding for this project from cash on hand in order to expedite the process.

Pending successful completion of zoning approvals, Ms. Singh anticipates submitting the project for technical review in March or April, with the goal of breaking ground prior to the start of summer.

LEGEND

- REBAR FOUND
- IRON PIPE FOUND
- ✕ 'X' CUT FOUND
- ⊠ R/W MONUMENT FOUND
- REBAR W/CAP INSCRIBED "LANDBRO" SET
- MAG NAIL SET
- ⊕ UTILITY POST
- ⊕ GUY ANCHOR
- ⊕ LIGHT POLE
- x — FENCE
- E — OVERHEAD ELECTRIC



Table 1 - 100 Year Required Retention Pond Volume						
Drainage Calculations						
Project: Fifth Street Goshen 3 Unit Townhouse		Date: 2/3/2026				
County: Elkhart		Job No.: 250506				
City/Town: Goshen		Project Manager: TRS				
Inputs:						
	Surface	Runoff Coefficient	Area (SFT) Developed	Area (SFT) Undeveloped		
Open	Permeable Surface	0.1	6,075			
Gravel	Impermeable Surface	0.6	0			
Buildings/Pavement	Impermeable Surface	0.9	4336			
	Total		10,411			
Retention Volume Required (100 Year Storm)						
Coefficient of Friction (developed) (C) =		0.4332				
Watershed Acreage (A) =		0.239				
Outflow Rate (O) =		0.4 rect				
Storm Dur (Tc) hrs	Intensity inches/hr	Inflow Rate Q(cfs) = C(A)O	Outflow Rate Qo(cfs)	Storage Req'd (S) = S(Tc) ² /12 = Pond Volume	Rank	Vol Req'd
0.25	6.47	0.66987	0.4	0.2698702	0.0056223	1
0.5	3.96	0.409998	0.4	0.0099978	0.0004166	2
0.75	2.71	0.280579	0.4	-0.119421	-0.007464	3
1	1.98	0.204999	0.4	-0.195001	-0.01625	4
2	1.55	0.160479	0.4	-0.239521	-0.03992	5
3	1.14	0.11803	0.4	-0.28197	-0.070493	6
4	0.92	0.095252	0.4	-0.304748	-0.101583	7
5	0.77	0.079722	0.4	-0.320278	-0.133449	8
6	0.67	0.069368	0.4	-0.330632	-0.165316	9
7	0.59	0.061086	0.4	-0.338914	-0.197	10
8	0.53	0.054873	0.4	-0.345127	-0.230084	11
9	0.48	0.049697	0.4	-0.350303	-0.262727	12
10	0.44	0.045555	0.4	-0.354445	-0.295371	13
15	0.32	0.033131	0.4	-0.366869	-0.458586	14
20	0.25	0.025884	0.4	-0.374116	-0.623527	15
24	0.22	0.022778	0.4	-0.377222	-0.754445	16
Required Retention Pond Storage					Vol. Req'd=	0.01 Acre-Ft

Land Description - Modernized

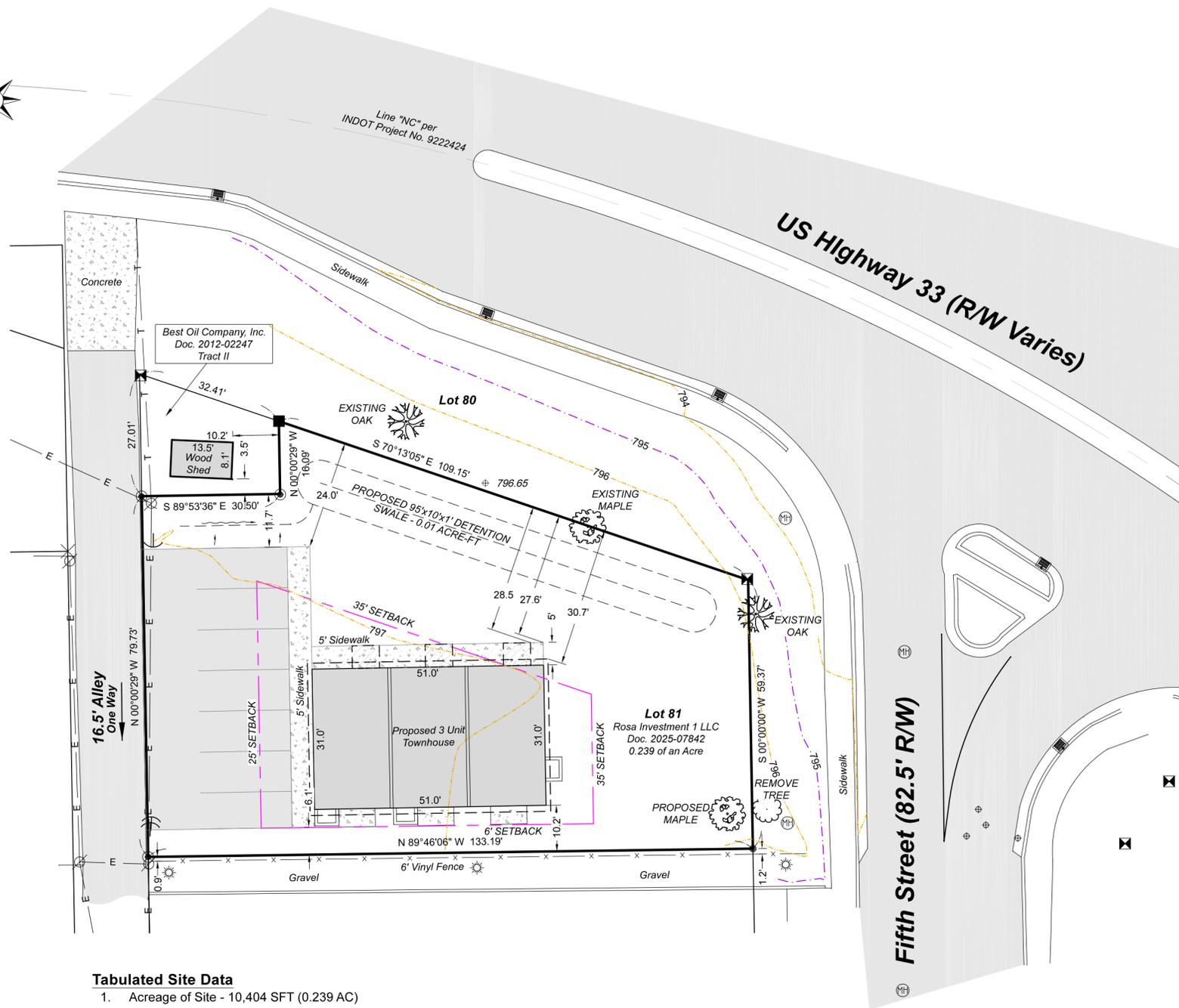
A part of the Northeast Quarter of Section 9, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, State of Indiana, being Lot 81 and a portion of Lot 80 as the said Lots are known and designated on the Original Plat of the Town of Goshen recorded in Deed Record 1 Page 17 in the Office of the Recorder of Elkhart County, Indiana, surveyed by Travis R. Shetler of Land and Boundary LLC, registration number LS21400008, as shown on a survey dated September 30, 2025 for project number 250506, and being more particularly described as follows:

Beginning at the Southwest corner of Lot 81 as the said Lot is known and designated on the Original Plat of the Town of Goshen recorded in Deed Record 1 Page 17 in the Office of the Recorder of Elkhart County, Indiana said point being marked by rebar with cap inscribed "BRADSKO"; thence North 01°10'27" West along the West line of said Lot 81 and the West line of Lot 80 of said Plat a distance of 79.73 feet to the Southwest corner of land deeded to Best Oil Company, Inc. in Document No. 2012-02247 in the Office of the Recorder of Elkhart County, Indiana being marked by a rebar; thence North 88°56'26" East along the South line of said Best Oil land a distance of 30.50 feet to the Southeast corner of said Best Oil land being marked by a rebar with cap inscribed "BRADSKO"; thence North 01°10'27" West along the East line of said Best Oil land a distance of 16.08 feet to a point on the South line of US Highway 33 being marked by a rebar with cap inscribed "LANDBRO"; thence South 71°23'03" East along the South line of said Highway a distance of 109.15 feet to a point on the East line of Lot 81 being marked by a concrete right-of-way monument; thence South 01°09'58" East along the East line of said Lot 81 a distance of 59.37 feet to the Southeast corner of said Lot 81 being marked by rebar with cap inscribed "LANDBRO"; thence South 89°03'56" West along the South line of said Lot 81 a distance of 133.19 feet to the Point of Beginning of this description.

Containing 0.239 of an acre, more or less.

Note

The purpose of this drawing is to meet the requirements of a site plan developmental variance for the City of Goshen to obtain building permits. This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a surveyor location report. Topographic information shown was obtained utilizing NAVD88 INDOT CORS GPS.



Tabulated Site Data

- Acreage of Site - 10,404 SFT (0.239 AC)
- Proposed Land Use:
3 Unit Townhouse
- Parking ratio required by ordinance:
2 spaces per 3 bedroom unit
- 7 spaces proposed, as shown
- Proposed Land Coverage:

	SQ.FT.	% of Site
A. Proposed Building	1,911	18.4%
B. Proposed Sidewalk/Parking	2,425	23.3%
D. Open Spaces	6,068	58.3%
Total	10,404	100.00%
- Total disturbed area - 10,000 SF (0.23 Ac)
- The storm water runoff from this site will drain to the proposed detention swale along US Highway 33 R/W, and infiltrate into the well drained soils.
- This parcel is to be serviced by City of Goshen sewer and water. Sewer to be connected in US Highway 33. Water to be connected in Fifth Street.
- Access to this site is limited to the one way alley along the West boundary line, entering from US Highway 33.
- Setback Requirements per City of Goshen
B-2 Zone with Conditional Use following R-3 requirements:
- 35' from R/W along US Hwy 33 and Fifth Street
- 25' side (West)
- 6' rear (South)

Site Information

- Property is Zoned: B-2
- Proposed land use: 3 Unit Townhouse
- Soil Types:
- UdeA, Urban land-Bainter Complex, 0 to 1 percent slopes, water table > 80", Well Drained.
- Based on scaling from the flood insurance rate map of Elkhart County, Indiana, Map Number 18039C0254D, dated 8-2-2011, the property is located zone "X".

Site Plan
Lot 81 and part of Lot 80 of the Original Town of Goshen
Part of the Northeast Quarter (NE1/4) of Section 9,
Township 36 North, Range 6 East,
Elkhart Township, Elkhart County
State of Indiana

LAND & BOUNDARY
The Land and Boundary Resource Office

401 SOUTH 3RD STREET GOSHEN, IN 46526
(574) 320-5514
INFO@LANDBRO.COM

DATE OF FIELD WORK: 8-28-2025

SCALE: 1" = 20'

SHEET 1 OF 1

PROJECT NUMBER: 250506

AUTHORIZED BY: TRS

DRAFTING BY: LRR

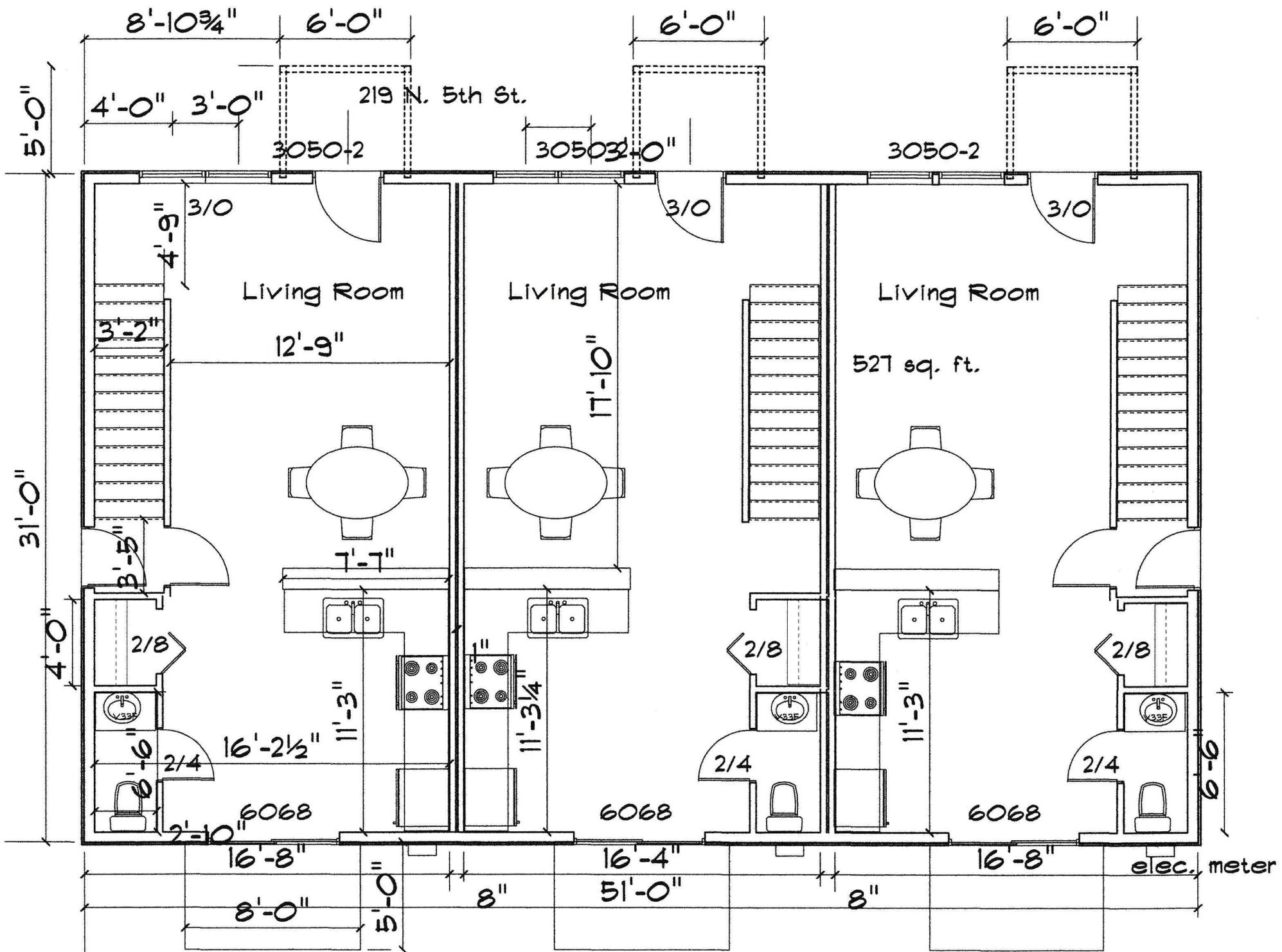
Client/Owner: Rosa Investment 1 LLC (Doc. 2025-07842) Site Location: 219 N Fifth Street Goshen, Indiana 46528



4/12

219 N. 5th St.

North Elevation



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 **January 14, 2026, through February 6, 2026**, and finds that entries are allowed in the total amount of **\$250,431.93**

APPROVED on February 10, 2026

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: 0205859 - ABONMARCHE CONSULTANTS, INCORPORATED										Vendor Total: 50,507.50
162249	Invoice	2/12/2026	1/16/2026	2/15/2026	1/16/2026	872.50	0.00	0.00	0.00	872.50
162249		AP1ST - AP1ST			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
162249	N/A		0.00	0.00	872.50	0.00	0.00	0.00	872.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				872.50	100.00%				
162255	Invoice	2/12/2026	1/16/2026	2/15/2026	1/16/2026	3,000.00	0.00	0.00	0.00	3,000.00
RIVER RACE SUBDIBISION REPLAT OF LOT 1		AP1ST - AP1ST			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
RIVER RACE SUBDIBISION REPLAT OF LO...	N/A		0.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS				3,000.00	100.00%				
162349	Invoice	2/12/2026	1/26/2026	2/25/2026	1/26/2026	12,000.00	0.00	0.00	0.00	12,000.00
ENC CHERRY CREEK INSPECTION		AP1ST - AP1ST			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ENC CHERRY CREEK INSPECTION	N/A		0.00	0.00	12,000.00	0.00	0.00	0.00	12,000.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				12,000.00	100.00%				
162350	Invoice	2/12/2026	1/26/2026	2/25/2026	1/26/2026	6,000.00	0.00	0.00	0.00	6,000.00
CHERRY CREEK UTILITY COORDINATION		AP1ST - AP1ST			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ENC CHERRY CREEKCHERRY CREEK UTIL...	N/A		0.00	0.00	6,000.00	0.00	0.00	0.00	6,000.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				6,000.00	100.00%				
162385-17	Invoice	2/12/2026	1/26/2026	2/25/2026	1/26/2026	26,655.00	0.00	0.00	0.00	26,655.00
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	26,655.00	0.00	0.00	0.00	26,655.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				26,655.00	100.00%				
162388	Invoice	2/12/2026	1/26/2026	2/25/2026	1/26/2026	1,980.00	0.00	0.00	0.00	1,980.00
COLLEGE AVE PHASE 2 DRAINAGE ASSISTAN...		AP1ST - AP1ST			No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
COLLEGE AVE PHASE 2 DRAINAGE ASSIS... Distributions	N/A	0.00	0.00	1,980.00	0.00	0.00	0.00	1,980.00		
Account Number	Account Name	Project Account Key		Amount	Percent					
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS			1,980.00	100.00%					

Vendor: [0210420 - AMAZON CAPITAL SERVICES, INC.](#)

Vendor Total: 71.32

17DC-LRGY-3JPK	Invoice	2/12/2026	2/2/2026	3/4/2026	2/2/2026	5.82	0.00	0.00	0.00	5.82
OFFICE SUPPLIES		AP1ST - AP1ST	No							

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
OFFICE SUPPLIES Distributions	N/A	0.00	0.00	5.82	0.00	0.00	0.00	5.82	
Account Number	Account Name	Project Account Key		Amount	Percent				
2226-5-00-4290001	REDV OP/OTHER SUPPLIES			5.82	100.00%				

1HQL-RG7J-4L41	Invoice	2/12/2026	2/3/2026	3/5/2026	2/3/2026	65.50	0.00	0.00	0.00	65.50
OFFICE SUPPLIES		AP1ST - AP1ST	No							

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
OFFICE SUPPLIES Distributions	N/A	0.00	0.00	65.50	0.00	0.00	0.00	65.50	
Account Number	Account Name	Project Account Key		Amount	Percent				
2226-5-00-4290001	REDV OP/OTHER SUPPLIES			65.50	100.00%				

Vendor: [0203093 - AMERICAN STRUCTUREPOINT, INC.](#)

Vendor Total: 57,736.00

200132	Invoice	2/12/2026	1/15/2026	2/14/2026	1/15/2026	38,951.00	0.00	0.00	0.00	38,951.00
US 33 SANITARY SEWER PROJECT		AP1ST - AP1ST	No							

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
US 33 SANITARY SEWER PROJECT Distributions	N/A	0.00	0.00	38,951.00	0.00	0.00	0.00	38,951.00	
Account Number	Account Name	Project Account Key		Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS			38,951.00	100.00%				

200133	Invoice	2/12/2026	1/15/2026	2/14/2026	1/15/2026	13,332.50	0.00	0.00	0.00	13,332.50
US 33 UTILITY RELOCATION DESIGN		AP1ST - AP1ST	No							

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
US 33 UTILITY RELOCATION DESIGN Distributions	N/A	0.00	0.00	13,332.50	0.00	0.00	0.00	13,332.50	
Account Number	Account Name	Project Account Key		Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS			13,332.50	100.00%				

200777-33	Invoice	2/12/2026	1/23/2026	2/22/2026	1/23/2026	5,452.50	0.00	0.00	0.00	5,452.50
COLLEGE AVE PHASE 3		AP1ST - AP1ST	No							

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
COLLEGE AVE PHASE 3 Distributions	N/A	0.00	0.00	5,452.50	0.00	0.00	0.00	5,452.50	
Account Number	Account Name	Project Account Key		Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS			5,452.50	100.00%				

Vendor: [0200311 - BARKES, KOLBUS, & RIFE, LLP](#)

Vendor Total: 288.60

DRS01192026	Invoice	2/12/2026	1/20/2026	2/19/2026	1/20/2026	288.60	0.00	0.00	0.00	288.60
828 E LINCOLN		AP1ST - AP1ST	No							

Payable Register

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		
828 E LINCOLN Distributions	N/A	0.00	0.00	288.60	0.00	0.00	0.00	288.60		
Account Number	Account Name	Project Account Key			Amount	Percent				
4446-5-00-4390930	CONS RR/US33/OTHER SVCS & CHGS				288.60	100.00%				

Vendor: [0213564 - CUT-RITE SERVICES, LLC](#) Vendor Total: 45,201.38

3993	Invoice	2/12/2026	1/27/2026	1/27/2026	1/27/2026	45,201.38	0.00	0.00	0.00	45,201.38
COLLEGE AVE PHASE 1 TREE REMOVAL		AP1ST - AP1ST	No							

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
COLLEGE AVE PHASE 1 TREE REMOVAL Distributions	N/A	0.00	0.00	45,201.38	0.00	0.00	0.00	45,201.38		
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				45,201.38	100.00%				

Vendor: [0212772 - EGIS BLN USA INC.](#) Vendor Total: 18,678.70

83771-26	Invoice	2/12/2026	1/9/2026	2/8/2026	1/9/2026	18,678.70	0.00	0.00	0.00	18,678.70
ENC BLACKPORT DRIVE RECONSTRUCTION		AP1ST - AP1ST	No							

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
ENC BLACKPORT DRIVE RECONSTRUCTI... Distributions	N/A	0.00	0.00	18,678.70	0.00	0.00	0.00	18,678.70		
Account Number	Account Name	Project Account Key			Amount	Percent				
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS				18,678.70	100.00%				

Vendor: [0101010 - ELKHART COUNTY TREASURER](#) Vendor Total: 15,796.13

24P25	Invoice	2/12/2026	2/5/2026	3/7/2026	2/5/2026	15,796.13	0.00	0.00	0.00	15,796.13
2025 FALL TIF REIMBURSEMENT		AP1ST - AP1ST	No							

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
FALL TIF REIMBURSEMENT Distributions	N/A	0.00	0.00	15,796.13	0.00	0.00	0.00	15,796.13		
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				15,796.13	100.00%				

Vendor: [0207072 - NORFOLK SOUTHERN RAILWAY COMPANY](#) Vendor Total: 5,330.05

900198712	Invoice	2/12/2026	1/26/2026	2/25/2026	1/26/2026	5,330.05	0.00	0.00	0.00	5,330.05
COLLEGE AVE PHASE 1		AP1ST - AP1ST	No							

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
COLLEGE AVE PHASE 1 Distributions	N/A	0.00	0.00	5,330.05	0.00	0.00	0.00	5,330.05		
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				5,330.05	100.00%				

Vendor: [0209600 - WATERFORD COMMONS BUSINESS PARK, LLC](#) Vendor Total: 53,627.25

24P25	Invoice	2/12/2026	2/5/2026	3/7/2026	2/5/2026	53,627.25	0.00	0.00	0.00	53,627.25
2025 FALL TIF REIMBURSEMENT		AP1ST - AP1ST	No							

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
2025 FALL TIF REIMBURSEMENT Distributions	N/A	0.00	0.00	53,627.25	0.00	0.00	0.00	53,627.25		
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				53,627.25	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: [0213832 - WTB TREE SERVICE LLC](#)

Vendor Total: **3,195.00**

4-7	Invoice	2/12/2026	2/6/2026	2/6/2026	2/6/2026	1,795.00	0.00	0.00	0.00	1,795.00
309 E KERCHER ELECTRICAL		AP1ST - AP1ST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
309 E KERCHER ELECTRICAL	N/A	0.00	0.00	1,795.00	0.00	0.00	0.00	1,795.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS		1,795.00	100.00%

6822	Invoice	2/12/2026	2/6/2026	2/6/2026	2/6/2026	800.00	0.00	0.00	0.00	800.00
309 E KERCHER BATHROOM REPAIR		AP1ST - AP1ST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
309 E KERCHER BATHROOM REPAIR	N/A	0.00	0.00	800.00	0.00	0.00	0.00	800.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS		800.00	100.00%

A952	Invoice	2/12/2026	2/6/2026	2/6/2026	2/6/2026	600.00	0.00	0.00	0.00	600.00
309 E KERCHER DOORS		AP1ST - AP1ST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
309 E KERCHER DOORS	N/A	0.00	0.00	600.00	0.00	0.00	0.00	600.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS		600.00	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	20	250,431.93	0.00	0.00	0.00	250,431.93	0.00	250,431.93
	Grand Total:	250,431.93	0.00	0.00	0.00	250,431.93	0.00	250,431.93

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
2226-5-00-4290001	REDV OP/OTHER SUPPLIES	71.32
Total:		71.32

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS	71,918.55
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS	3,195.00
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ	153,279.76
Total:		228,393.31

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS	21,678.70
4446-5-00-4390930	CONS RR/US33/OTHER SVCS & CHGS	288.60
Total:		21,967.30



February 2026 Redevelopment Staff Report

1. 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 railroad crossings.*
- Traffic counts are to be done at each railroad crossing. (Completed)*
- Madison Street will have flashers 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 part of the Crossing Safety Improvement funds. The RDC has already paid in for their portion of the work.*
 - 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 proposed we retain the services of American StructurePoint and we have entered into an agreement with them to assist in pushing our request.*
- Submit the Public Authority Application (PAA) to the Federal Railroad Administration (FRA) for review, which typically takes up to 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 2, 2023, 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 notice of intent was distributed, and the comment period ended late in 2024. The application includes an interlocal agreement with Elkhart County and a delegation letter needed for the CR 42 railroad crossing.

The City is currently engaging Norfolk Southern regarding several at-grade pedestrian crossings within the City, including two crossings where permit applications were initially denied. The quiet zone application is on-hold, awaiting further discussion with Norfolk Southern. We anticipate an 8–12-month approval timeline after submittal.

2. STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project includes reconstruction of Lincoln Avenue from Rock Run Creek east to approximately 750’ east of Steury Avenue and Steury Avenue from Lincoln Avenue north to just past the “S” curves. In addition to reconstruction of the roadway, work will include widening of East Lincoln Avenue to include a designated turn lane from Olive Street to Steury Avenue, increased turning radii at Olive Street and Steury Avenue, new water main and storm sewer throughout the corridor, construction of sidewalks along the south side of Lincoln Avenue from Rock Run Creek to Steury Avenue and restoration of the corridor. It is anticipated that this project will take 2 years to complete. Various improvements for users throughout the corridor have also been identified.

PROJECT UPDATE

Niblock Excavating was awarded the contract for the project and mobilized in August, 2024. However, previously unrelocated utilities were discovered that conflicted with the proposed construction. These utilities could not be

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moved in time to maintain the planned construction schedule. As a result, the project start was postponed to 2025, allowing Niblock to concentrate on roadway reconstruction for the Elkhart County Court Complex in the interim.

Niblock completed all work west of Steury Avenue along Lincoln during this construction season. Water main has been replaced from Logan Street to Steury Avenue, and water and sanitary services on Lincoln Avenue and Olive Street have been replaced in the right-of-way. Niblock completed new storm outfalls to Rock Run Creek and storm sewers on Lincoln Avenue and Olive Street. Lincoln Avenue is temporarily open to traffic but will close again this spring so that Niblock can complete the new storm sewer system and utility services on Lincoln Avenue. Once Lincoln Avenue fully re-opens, anticipated summer 2026, work will continue along Steury Avenue with drainage improvements, utility replacements, and the reconstruction of the roadway to smooth out the "S" curves.

3. 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 Plymouth Avenue.

PROJECT UPDATE

AP Development is moving forward with a mixed-use project featuring approximately 136 apartments and 1,000 square feet of commercial space. Construction is actively continuing on the site, and they anticipate it will be completed by late summer 2026.

The City's portion of the project is complete, which includes improvements to 10th Street, Douglas Street, and Reynolds Street. Utility improvements included a new water main and a new storm sewer system, as well as replacement of water and sanitary services, including new services for the Ariel Cycleworks site. Roadways and sidewalks were fully reconstructed, with curb-and-gutter added on 10th Street north of Plymouth Avenue.

4. 3rd & JEFFERSON REDEVELOPMENT LOT

PROJECT DESCRIPTION

Project includes the redevelopment of the half block at 3rd & Jefferson that is currently vacant and ready for development.

PROJECT UPDATE

We received one (1) proposal from Struxture Development. A copy of the proposal has previously been provided, and the Selection Committee recommended that we enter negotiations with the group. The proposal would include 32 apartments and is being led by the same group of investors that are moving forward with the Millrace Townhomes development. We are in active conversations with them and anticipate bringing the RDC a Development Agreement in early 2026. Their schematic design process to refine the submission is ongoing.

5. MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

Project includes redevelopment of the one-acre lot, established as the Millrace Townhomes Subdivision, that is currently vacant and ready for redevelopment.

PROJECT UPDATE

The Commission approved a Development Agreement in March 2025. Staff will continue coordinating with the development team from Viewrail, with plans to transfer the land this spring. The project includes the construction of 18 townhomes on the site. We've entered into an agreement with Abonmarche for the required replat of the

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subdivision to adjust the western property line and it has been approved by the Plan Commission. They anticipate breaking ground on the project in spring 2026.

6. COLLEGE AVE FROM US 33 EAST TO RAILROAD CROSSING (COLLEGE AVE – PHASE 1)

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. A new pedestrian bridge will carry the multi-use path over Horn Ditch.

The city selected American Structurepoint to complete the design.

HRP Construction was awarded the construction contract with INDOT.

PROJECT UPDATE

American Structurepoint has completed all design work, right-of-way acquisition, utility coordination, and contract document preparation. Structurepoint will continue to provide utility coordination services during the project.

Elkhart County's bridge over Horn Ditch will be reconstructed as part of this project. The County was originally prepared to replace the bridge several years ago, but project delays encountered with the City's relocation of the lift station, force main, and water main forced the County to delay their project. Elkhart County retained Structurepoint to incorporate their bridge plans with the College Avenue design. Elkhart County will provide the local funds for bridge construction.

The project was bid in December, 2025, and HRP was awarded the contract, at a total cost approximately 2.5% below the engineer's estimate. Utility relocation work is expected to continue throughout 2026. Bridge and roadway construction would follow in 2027. HRP will be inspecting the utility relocation work as it occurs, performing checks at critical locations. INDOT and the City are hopeful that this new approach will prevent utility conflicts and subsequent delays during the construction project.

Estimated costs are shown in Table 1 on page 7 of the Report.

7. COLLEGE AVE FROM US 33 WEST TO NINTH STREET - (COLLEGE AVE – PHASE 3)

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 City selected American Structurepoint to complete the design. The project is expected to be under construction in 2031, with utility relocation in 2030. Construction will likely extend into 2032.

PROJECT UPDATE

American Structurepoint is working on utility coordination, design, and environmental assessment. Stage I plans were completed and have been submitted to INDOT. Preliminary Field Check plans are scheduled for completion in the first half of 2026.

Stage I plan preparation included a revised estimate of construction costs, which have increased since the initial project application. Structurepoint included contingency within the estimate, and the per-mile cost is consistent with College Avenue – Phase 1 and Phase 2. Revised cost estimates are shown in Table 1 on page 7 of the Report. Due to the estimated cost increase, it may be necessary to complete construction as two projects. City staff have initiated conversations with Structurepoint and MACOG to assess the impacts of splitting Phase 3.

8. COLLEGE AVE FROM EAST RAIL CROSSING TO CITY LIMITS - (COLLEGE AVE – PHASE 2)

PROJECT DESCRIPTION

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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 just west of the railroad crossing on East College Avenue east to the city limits. The project is expected to be under construction in 2029. The city selected Abonmarche to complete the design.

PROJECT UPDATE

Abonmarche has completed field survey work and is working on utility coordination, environmental assessment, and design. Stage I and Preliminary Field Check (PFC) plans have been reviewed and submitted. City staff, Abonmarche, and INDOT held a PFC meeting with utilities and only minor utility relocations are anticipated. Abonmarche and the City are working with Elkhart County and Brinkley RV toward an alternate alignment of the County's regulated drains. If an agreement is reached, this would reduce the needed stormwater infrastructure within the project.

Railroad coordination with Norfolk Southern is underway. Norfolk Southern initially denied the permit application to include a pedestrian crossing adjacent to the existing College Avenue crossing but is continuing to evaluate possibilities. City staff are in discussions with Norfolk Southern representatives regarding several pedestrian crossings within the City.

Estimated costs are shown in Table 1 on page 7 of the Report.

9. WEST JEFFERSON STREETScape

PROJECT DESCRIPTION

Project includes reconstruction of West Jefferson Street between Third Street and Main Street. Includes use of brick pavers to address stormwater restrictions in this area, reconfiguration of on-street parking, addition of decorative street lighting, and new street trees.

PROJECT UPDATE

This project has been fully designed in-house. We are ready to solicit bids for the project and anticipate that it will be under construction in 2026.

10. 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.

11. FIDLER POND CONNECTOR PATH

PROJECT DESCRIPTION

There is a strong community desire to see a trailway connecting East College Avenue and the neighborhoods in that area to Fidler Pond Park. Various options have been considered over the years, but a consensus on the best route and determination of constructability has not yet been reached.

PROJECT UPDATE

An RFP is being prepared to hire a consultant to assist the city in evaluating route options and obtaining resident feedback from this area. Once a route is selected, we will move forward with the project design. It is anticipated

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that construction of any trailway connection will not occur until the East College Avenue – Phase I project is completed in 2027.

12. 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, work is underway to extend the Winona path between Bethany School and Cherry Creek with upgraded pedestrian crossings at Bethany Schools and also north of Waterford Mills Parkway.

PROJECT UPDATE

An agreement with Goshen Community Schools has been reached to extend the path south along Waterford Elementary's property. The path design is complete, and we are in discussions with Norfolk Southern regarding the railroad permit for the new pedestrian crossing just north of Waterford Mills Parkway. Assuming the railroad permit effort can be completed soon, the project could be constructed in 2026.

13. ANNEX RENOVATION PROJECT

PROJECT DESCRIPTION

The city is planning updates to the Annex building, including renovating the 2nd floor to create additional office space, installing fire suppression throughout the building, and adding a new elevator to improve accessibility. Kil Architecture has completed the design plans, and an RFP was issued to hire a Construction Manager as Constructor (CMc). This approach, similar to the BOT model, allows the city to engage a General Contractor early in the process to collaborate with the design team on cost estimation, constructability, and value engineering before finalizing a Guaranteed Maximum Price (GMP).

PROJECT UPDATE

The city has executed an agreement with DJ Construction as the CMc for this project. Due to the impacts of recent State legislation, the full Annex Renovation project is currently on hold. The City is working with DJ Construction to obtain estimates for a revised and reduced scope of work, including, at minimum, replacement of the platform lift, installation of more energy efficient windows, and mortar repairs.

14. CENTURY DRIVE RECONSTRUCTION

PROJECT DESCRIPTION

Project includes complete reconstruction of Century Drive from East College Avenue south to Kercher Road, including a turn lane addition at East College Avenue and drainage evaluation at key points. Geotechnical consideration is a significant priority for this project as the existing roadway failed sooner than it should have.

PROJECT UPDATE

JPR has been hired as consultant for this project. Final plans are nearly complete and project specifications are being prepared. It is anticipated that this project will go out to bid in March, 2026. Construction of Century Drive between College Avenue and Eisenhower Drive would occur before the College Avenue - Phase I road closures in 2027.

15. EISENHOWER DRIVE & CARAGANA COURT RECONSTRUCTION

PROJECT DESCRIPTION

Project includes complete reconstruction of Eisenhower Drive from Lincolnway East to Dierdorff Road and Caragana Court from Lincolnway East to Eisenhower Drive. No lane changes are anticipated, but geotechnical is a strong factor driving design to ensure long-term viability of the roadway.

PROJECT UPDATE

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Abonmarche has been hired as consultant for this project. Design will be completed; however it is anticipated that construction of the project will be pushed to 2027, due to the larger scope of paving projects in the Maple City Industrial Park area.

16. DIERDORFF ROAD RECONSTRUCTION – PHASE I

PROJECT DESCRIPTION

Project includes complete reconstruction of Dierdorff Road from Waterford Mills Parkway/CR 40 north to Kercher Road. Includes addition of a designated center turn lane, construction of a pedestrian trailway on the west side of the roadway and a new signalized intersection at Waterford Mills Parkway/CR 40 as recommended by the traffic study that has been completed. An additional signalized intersection at Regent Street is being considered due to the traffic volumes associated with Prairie View Elementary and the development of Cherry Creek.

PROJECT UPDATE

An RFP for this project will be issued in early 2026 for the design of the overall project. Geotechnical conditions will be given significant consideration as a deep layer of topsoil is known to exist in this area.

17. TRAILWAY EXTENSION – LINCOLN AVENUE TO PIKE STREET

PROJECT DESCRIPTION

Project includes design of a trailway extending from Lincoln Avenue north to Pike Street along the Elkhart River. This trail would be a continuation of the trailway from Goshen Dam Pond to Lincoln and associated work includes surveying of the land, design of the trail and also evaluation of the feasibility of a pedestrian bridge beneath the Lincoln Avenue bridge. If determined to be feasible, the bridge would be constructed as part of the trail project.

PROJECT UPDATE

An RFP for this project will be issued this year for the design of the overall project. It is anticipated that the trailway will extend even if a pedestrian bridge is not considered to be viable. Our hope is to have this fully designed for 2027 construction.

18. RIVER RACE DRIVE EXTENSION & PARKING LOT K EXPANSION

PROJECT DESCRIPTION

We are preparing an RFP for the design of the final leg of River Race Drive from the east/west alley north of Jefferson to Washington Street and also the expansion of the City's Parking Lot K. This will allow for River Race Drive to be a 2-way street from Douglas to Washington and will add additional parking near the River Race corridor.

Table 1 Estimated Costs for College Avenue LPA Projects

Project	Phase	Total Costs		Federal Costs		Local Costs		Revised Cost with Federal Funds at 60%		Revised Cost with Federal Funds as Requested		Net Change			
		Current Estimate	Future Revised Funding Request / Revised Funding Level	Current Programmed	Future Revised Funding Request / Revised Funding Level	Budgeted Cost	Net Change	Federal %	Net Change	Federal %	Net Change	Federal %			
College Avenue - Phase I (US 33 to Century)	Preliminary Engineering (PE)	\$705,008	\$520,486	\$520,486	\$564,006	\$120,000			\$141,002	\$21,002	80.00%		\$141,002	\$21,002	80.00%
	Right-of-Way (RW)	\$1,050,223	\$881,780	\$881,780	\$840,178	\$320,000			\$210,045	\$10,045	80.00%		\$210,045	\$10,045	80.00%
	Subtotal, PE & RW	\$1,755,231	\$1,402,266	\$1,402,266	\$1,404,185	\$320,000			\$351,046	\$31,046	80.00%		\$351,046	\$31,046	80.00%
	Construction & Contingency	\$7,588,702.05	\$4,550,000	\$4,550,000	\$3,130,000				\$3,038,702	-\$91,298	59.96%		\$3,038,702	-\$91,298	59.96%
	Construction, Non-Participating	\$1,300,603.83							\$1,300,604	\$1,300,604			\$1,300,604	\$1,300,604	
	<i>Subtotal, Construction</i>	<i>\$8,889,306</i>	<i>\$4,550,000</i>	<i>\$4,550,000</i>	<i>\$3,130,000</i>				<i>\$4,339,306</i>	<i>\$1,209,306</i>	<i>51.19%</i>		<i>\$4,339,306</i>	<i>\$1,209,306</i>	<i>51.19%</i>
	Construction Inspection (CI)	\$1,260,597	\$50,000	\$50,000	\$50,000	\$1,000,000			\$1,210,597	\$210,597			\$1,210,597	\$210,597	
	Subtotal, Construction & CI	\$10,149,903	\$4,600,000	\$4,600,000	\$4,130,000				\$5,549,903	\$1,419,903	45.32%		\$5,549,903	\$1,419,903	45.32%
	Additional Cost (Bridge 410)	\$226,200							\$226,200	\$226,200			\$226,200	\$226,200	
	Total, All Phases (RDC Cost Only)	\$12,131,334	\$6,002,266	\$6,002,266	\$6,004,185	\$4,450,000			\$6,127,149	\$1,677,149	49.49%		\$6,127,149	\$1,677,149	49.49%
<i>Note: Non-Participating construction costs reflect the reconstruction of Bridge 410 over Horn Ditch, which is incorporated into the project but fully-funded by Elkhart County.</i>															
College Avenue - Phase II (Century east to City Limits)	Preliminary Engineering (PE)	\$429,800	\$343,840	\$343,840	\$343,840	\$140,000			\$85,960	-\$54,040	80.00%		\$85,960	-\$54,040	80.00%
	Right-of-Way (RW)	\$50,000	\$40,000	\$40,000	\$40,000	\$40,000			\$10,000	-\$30,000	80.00%		\$10,000	-\$30,000	80.00%
	Subtotal, PE & RW	\$479,800	\$383,840	\$383,840	\$383,840	\$180,000			\$95,960	-\$84,040	80.00%		\$95,960	-\$84,040	80.00%
	Construction & Contingency	\$7,337,800	\$4,600,000	\$4,600,000	\$5,870,240	\$920,000			\$2,935,120	\$2,015,120	60.00%		\$1,467,560	\$547,560	80.00%
	Construction, Non-Participating	\$1,000,000							\$1,000,000	\$1,000,000			\$1,000,000	\$1,000,000	
	<i>Subtotal, Construction</i>	<i>\$8,337,800</i>	<i>\$4,600,000</i>	<i>\$4,600,000</i>	<i>\$5,870,240</i>	<i>\$920,000</i>			<i>\$3,935,120</i>	<i>\$3,015,120</i>	<i>52.80%</i>		<i>\$2,467,560</i>	<i>\$1,547,560</i>	<i>70.41%</i>
	Railroad	\$250,000			\$200,000				\$100,000	\$100,000	60.00%		\$50,000	\$50,000	80.00%
	Construction Inspection (CI)	\$1,167,292	\$933,834	\$933,834	\$466,917				\$233,458	\$233,458	80.00%		\$233,458	\$233,458	80.00%
	Subtotal, Construction & CI	\$9,755,092	\$4,600,000	\$4,600,000	\$7,004,074	\$920,000			\$4,502,037	\$3,582,037	53.85%		\$2,751,018	\$1,831,018	71.80%
	Total, All Phases	\$10,234,892	\$4,983,840	\$4,983,840	\$7,387,914	\$1,100,000			\$4,597,997	\$3,497,997	55.08%		\$2,846,978	\$1,746,978	72.18%
<i>Note: Railroad costs are estimated based on Phase III estimate.</i>															
College Avenue - Phase III (9th Street to US 33)	Preliminary Engineering (PE)	\$866,450	\$693,160	\$693,160	\$693,160	\$180,000			\$173,290	-\$6,710	80.00%		\$173,290	-\$6,710	80.00%
	Right-of-Way (RW)	\$1,300,000	\$1,040,000	\$1,040,000	\$1,040,000	\$270,000			\$260,000	-\$10,000	80.00%		\$260,000	-\$10,000	80.00%
	Subtotal, PE & RW	\$2,166,450	\$1,733,160	\$1,733,160	\$1,733,160	\$450,000			\$433,290	-\$16,710	80.00%		\$433,290	-\$16,710	80.00%
	Construction & Contingency	\$13,020,000	\$5,900,000	\$5,900,000	\$10,416,000	\$2,400,000			\$5,208,000	\$2,808,000	60.00%		\$2,604,000	\$204,000	80.00%
	Construction, Non-Participating	\$900,000							\$900,000	\$900,000			\$900,000	\$900,000	
	<i>Subtotal, Construction</i>	<i>\$13,920,000</i>	<i>\$5,900,000</i>	<i>\$5,900,000</i>	<i>\$10,416,000</i>	<i>\$2,400,000</i>			<i>\$6,108,000</i>	<i>\$3,708,000</i>	<i>56.12%</i>		<i>\$3,504,000</i>	<i>\$1,104,000</i>	<i>74.83%</i>
	Railroad	\$250,000			\$200,000				\$100,000	\$100,000	60.00%		\$50,000	\$50,000	80.00%
	Construction Inspection (CI)	\$1,948,800	\$1,559,040	\$1,559,040	\$779,520				\$779,520	\$779,520	60.00%		\$389,760	\$389,760	80.00%
	Subtotal, Construction & CI	\$16,118,800	\$5,900,000	\$5,900,000	\$12,175,040	\$2,400,000			\$6,987,520	\$4,587,520	66.65%		\$3,943,760	\$1,543,760	75.53%
	Total, All Phases	\$18,285,250	\$7,633,160	\$7,633,160	\$13,908,200	\$2,850,000			\$7,420,810	\$4,570,810	59.47%		\$4,377,050	\$1,527,050	76.06%
<i>Note: Non-Participating construction costs reflect a possible water main replacement from 9th Street to 11th Street.</i>															