



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

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

The Goshen Redevelopment Commission will meet on March 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 to Approve Change Order No. 8 for Consolidated Courts Roadway Improvements
- b. Request for Approval of Professional Services Agreement with Abonmarche for the Subdivision of 113 West Jefferson Street
- c. Request for Approval of Scoping Agreement with Struxure Development, LLC for the Redevelopment of 3rd & Jefferson Street
- d. Request to Advertise for Century Drive Reconstruction Project
- e. Request to Accept the Revised Project Type and Scope and Approve Blackport Drive as a HMA Structural Overlay project
- f. Request to Approve Agreement for use of Redevelopment Land as Staging Area
- g. Request for Cost Agreement for Private Utility Relocation for College Avenue Phase 1

5. APPROVAL OF REGISTER OF CLAIMS

6. MONTHLY REDEVELOPMENT STAFF REPORT

7. 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.

8. ANNOUNCEMENTS

Next Regular Meeting – April 14, 2026, at 3:00 p.m.

REDEVELOPMENT COMMISSION MEMBERS

Brian 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 1/2026 – 12/2026

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of February 10, 2026

The Goshen Redevelopment Commission met in a regular meeting 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.

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, Brett Weddell and
Colin Yoder

Absent:

CHANGES TO THE AGENDA

Add Election of Officers and Change Order Number 1 for the Downtown Vault Assessment.

A motion was made by Commissioner Graber and seconded by Commissioner Weddell to add the Election of Officers and Change Order Number 1 to the agenda.

The motion was adopted unanimously.

ELECTION OF OFFICERS

Commissioner Brett Weddell nominated Commissioner Garber for President of the Goshen Redevelopment Commission and Commissioner Hessel seconded.

The motion was adopted unanimously.

Commissioner Garber nominated Commissioner Brett Weddell for Vice President of the Goshen Redevelopment Commission and Commissioner Graber seconded.

The motion was adopted unanimously.

Commissioner Brian Garber nominated Commissioner Graber for Secretary of the Goshen Redevelopment Commission and Commissioner Weddell seconded.

The motion was adopted unanimously.

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Hessel to approve the minutes of January 13, 2026, regular meeting.

The motion was adopted unanimously.

NEW BUSINESS

Request for Approval of Agreement with Abonmarche for Cherry Creek Trailway Construction Documents and Bidding

Becky Hutsell, Redevelopment Director, requesting approval of an agreement with Abonmarche Consultants for professional services to prepare construction documents and bid materials for the Cherry Creek Trailway, based upon the scope of services and fee proposal in the packet. The 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. The cost of services is \$15,000 and will be provided as a lump sum service. The goal is to bid in spring and have under construction this summer.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve the Request for Approval of Agreement with Abonmarche for Cherry Creek Trailway Construction Documents and Bidding

The motion was adopted unanimously.

Request Ratification of Agreement for College Avenue – Phase 1 Tree Clearing

Becky Hutsell, Redevelopment Director, the Commission previously 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.

A motion was made by Commissioner Graber and seconded by Commissioner Weddell to approve the Request Ratification of Agreement for College Avenue Phase 1 Tree Clearing.

The motion was adopted unanimously.

Request Approval of Change Order No. 1 for College Avenue Phase 1 Tree Clearing

Andrew Lund, Project Manager, this is a balancing change order for tree removal work, which was completed to clear right-of-way utility relocation related to College Avenue Phase 1 roadway reconstruction project. The cost increase is due to additional trees, stump removal and trees that qualified as larger diameter work items upon field verification. The amount is \$6,470.52 with a revised contract amount of \$51, 671.90.

A motion to approve was made by Commissioner Weddell and seconded by Commissioner Hessler to approve the Request for Approval of Change Order No. 6 for College Avenue Phase 1 Tree Clearing

The motion was adopted unanimously.

Request to Approve 2026 Mowing Contract

Becky Hutsell, Redevelopment Director, the memo in the packet summarized 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.

A motion was made by Commissioner Graber and seconded by Commissioner Weddell to approve the 2026 Mowing Contract

The motion was adopted unanimously.

Request to Approve Change Order No. 1 for the Downtown Vault Assessment

Andrew Lund, Project Manager, during construction work for the vault project, it was found that the monolithic curb needed to be removed with the proposed removal of all the adjacent sidewalk to properly reinstall the sidewalk and barrier curb. The change order amount is \$1,500.00 for a revised contract amount of \$192,100.00.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve Change Order No. 1 for the Downtown Vault Assessment.

The motion was adopted unanimously

DISCUSSION

Development Assistance Request – 219 North 5th Street

Becky Hutsell, Redevelopment Director, was approached by Rosie Morales requesting assistance with the development of a proposed apartment project at 219 North Fifth Street. The parcel is approximately .23 acres of land and due to the limited size, the site can accommodate a maximum of three residential units. With the parcel's proximity to Pike Street and the right-of-way the restrictions create access constraints that require improvements beyond what can be addressed solely on the private side. To facilitate the development, Ms. Morales 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. This project is targeted at medium-income households. A copy of her site plan and floor plans was in the packet. The cost estimate is \$50,000 for public right-of-way improvements with a private investment of \$50,000.

Commissioner Brett Weddell stated he thought this should be discussed in an Executive Session and thought it should have been discussed prior.

Commissioner Brett Weddell made a motion to table the request and move it to an Executive Session but there was not second.

Discussion regarding Redevelopment's participation in a small project, concerned about setting precedents, parking concerns, the need for protection/guarantees, utilities and the importance of the design quality.

Mayor Leichty commented that fundamentally this project fits within the purpose of the scope of what this body was appointed to do, which is to incentivize additional development and add to tax roll to make sure we have profitable investments returning to the city.

After further discussion Commission member agreed that they would like more information. It was decided that staff will return next month with clearer options and developer input.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Hessel and seconded by Commissioner Yoder to amend the Register of Claims to a new total of \$284,764.95.

The motion was adopted unanimously.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve the Amended Register of Claims of a total of \$284,764.95.

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Becky Hutsell, Redevelopment Director, invited the Commission on a tour of Ariel Cycleworks this spring. Highlighted railroad crossing negotiations, and the Jefferson Streetscape bidding. The Maple City Industrial Park bid came in under budget.

OPEN FORUM

Commissioner Hessel asked about the progress on the roof replacement at the Annex Building. Commissioner Weddell asked about the property at Main Street and Jefferson Street.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 4:09 p.m.

APPROVED on March 10, 2026

**GOSHEN REDEVELOPMENT
COMMISSION**

Brian Garber, President

Jonathan Graber, Secretary



**Engineering Department
CITY OF GOSHEN**

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

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

a.

MEMORANDUM

TO: Redevelopment

FROM: Goshen Engineering Department

RE: **CHANGE ORDER NO. 8 FOR COUNTY COURTS CONSOLIDATION
ROADWAY IMPROVEMENTS
(JN: 2021-0014)**

DATE: March 4, 2026

Attached please find Change Order No. 8 – A Balancing Change Order.

Change Order No. 8 reduces the amended contract price by \$285,990.06 making the final contract amount \$4,001,847.72. This amount is 3.93% under the bid amount of \$4,287,837.78 due to the previous change orders.

Contract amount as previously amended	\$4,287,837.78
<u>Change Order No. 8</u>	<u>\$ -285,990.06</u>
Revised contract amount	\$4,001,847.72

Suggested Motion: Move to approve the balancing Change Order No. 8 reducing the contract by \$285,990.06, for a final contract amount of \$4,001,847.72.

CHANGE ORDER FORM

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Change Order No. 8

Date: 3/12/2026

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

OWNER: City of Goshen
PROJECT NAME: County Courts Consolidation Project Roadway Improvements
PROJECT NUMBER: 2021-0014
CONTRACTOR: Niblock Excavating, Inc.

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

Line item adjustments to serve as a balancing change order to close the project.

5	Concrete Pavement, Remove (Note: This balances the line item out)	-111.5 SYD	@ \$6.50	-----	-\$724.87
6	Curb Concrete, Remove (Note: This balances the line item out)	-15.5 LFT	@ \$6.50	-----	-\$100.79
7	Curb & Gutter, Concrete, Remove (Note: This balances the line item out)	109.2 LFT	@ \$6.50	-----	\$709.61
8	Abandonment of Sewers (Note: This balances the line item out)	-41.00 LFT	@ \$35.00	-----	-\$1,435.00
9	Sidewalk Concrete, Remove (Note: This balances the line item out)	313.87 SYD	@ \$7.50	-----	\$2,354.00
13	Manhole, Remove (Note: This balances the line item out)	1 EA	@ \$1,100.00	-----	\$1,100.00
14	Pipe, Remove (Note: This balances the line item out)	-23.5 LFT	@ \$30.00	-----	-\$705.00
15	End Section, Remove (Note: This balances the line item out)	-1 EA	@ \$250.00	-----	-\$250.00
17	Excavation, Unclassified (Note: This balances the line item out)	-1436 CYD	@ \$1.00	-----	-\$1,436.28
18	Borrow (Note: This balances the line item out)	-6163 CYD	@ \$1.00	-----	-\$6,163.00
19	Subgrade Treatment, Type II (Note: This balances the line item out)	-1587 SYD	@ \$13.75	-----	-\$21,817.14
20	Subgrade Treatment, Type III (Note: This balances the line item out)	-1012 SYD	@ \$1.00	-----	-\$1,012.00
				=	-\$29,480.48

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

22	Structure Backfill, Type 2 (Note: This balances the line item out)	-1126 CYD @ \$80.00	-----	-\$90,080.00
23	Flowable Backfill, Non-Removable (Note: This balances the line item out)	-18 CYD @ \$550.00	-----	-\$9,900.00
24	Geogrid, Type 1B (Note: This balances the line item out)	-3424 SYD @ \$1.00	-----	-\$3,423.87
25	Dense Graded Subbase (Note: This balances the line item out)	-18.2 CYD @ \$82.50	-----	-\$1,502.08
26	Compacted Aggregate, No. 53 (Note: This balances the line item out)	-278 TON @ \$37.50	-----	-\$10,408.43
27	Compacted Aggregate, No. 73 (Note: This balances the line item out)	-11 TON @ \$65.00	-----	-\$715.00
28	No. 5 Stone (Note: This balances the line item out)	-2162 TON @ \$1.00	-----	-\$2,161.86
29	Milling Asphalt, Scarification/Profile (Note: This balances the line item out)	326 SYD @ \$6.50	-----	\$2,116.54
30	HMA Surface, Type C (Note: This balances the line item out)	118 TON @ \$97.00	-----	\$11,467.34
31	HMA Intermediate, Type C (Note: This balances the line item out)	-224 TON @ \$83.50	-----	-\$18,675.61
32	HMA Base, Type C (Note: This balances the line item out)	316 TON @ \$78.50	-----	\$24,831.12
33	Joint Adhesive, Surface (Note: This balances the line item out)	-8134 LFT @ \$0.70	-----	-\$5,693.69
34	Joint Adhesive, Intermediate (Note: This balances the line item out)	-6858 LFT @ \$0.70	-----	-\$4,800.51
35	Liquid Asphalt Sealant (Note: This balances the line item out)	-9289 LFT @ \$0.15	-----	-\$1,393.35
36	Asphalt for Tack Coat (Note: This balances the line item out)	-8 TON @ \$1.00	-----	-\$7.86
37	PCCP for Roundabout Truck Apron, 10" (Note: This balances the line item out)	-15.3 SYD @ \$125.00	-----	-\$1,908.50
38	D-1 Contraction Joint (Note: This balances the line item out)	-327 LFT @ \$20.00	-----	-\$6,535.84
			=	-\$118,791.60

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

39	Sidewalk, Concrete, 4" (Note: This balances the line item out)	-3 SYD	@	\$62.50	_____	-\$164.88
40	Curb Ramp, Concrete (Note: This balances the line item out)	8 SYD	@	\$95.00	_____	\$758.77
41	Detectable Warning Surface (Note: This balances the line item out)	-2 SYD	@	\$485.00	_____	-\$773.09
42	Curb, Concrete 6" (Note: This balances the line item out)	6.29 LFT	@	\$35.00	_____	\$220.12
43	Curb & Gutter, Concrete (Note: This balances the line item out)	-292 LFT	@	\$30.00	_____	-\$8,760.00
44	Curb & Gutter, Concrete, Modified (Note: This balances the line item out)	170 LFT	@	\$35.00	_____	\$5,961.45
45	Concrete Center Curb, Type D, Modified (Note: This balances the line item out)	2 SYD	@	\$165.00	_____	\$303.93
47	Curb & Gutter, Concrete, Rolled Curb (Note: This balances the line item out)	1 LFT	@	\$35.00	_____	\$20.27
48	HMA for Drive Approaches, Type B (Note: This balances the line item out)	-49.11 TON	@	\$125.00	_____	-\$6,138.75
49	HMA for Approaches, Type C (Note: This balances the line item out)	-21 TON	@	\$125.00	_____	-\$2,600.00
50	PCCP for Approaches, 6" (Note: This balances the line item out)	406 SYD	@	\$82.50	_____	\$33,468.35
51	PCCP for Approaches, 9" (Note: This balances the line item out)	54 SYD	@	\$105.00	_____	\$5,689.74
52	Mailbox Assembly, Remove (Note: This balances the line item out)	-1 EA	@	\$75.00	_____	-\$75.00
54	Replacement Mailbox (Note: This balances the line item out)	-1 EA	@	\$195.00	_____	-\$195.00
55	Mailbox Post (Note: This balances the line item out)	-1 EA	@	\$215.00	_____	-\$215.00
58	Monument, B (Note: This balances the line item out)	-10 EA	@	1,400.00	_____	-\$14,000.00
59	Monument, C (Note: This balances the line item out)	-1 EA	@	\$925.00	_____	-\$925.00
					=	\$12,575.90

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

60	Monument, D (Note: This balances the line item out)	12 EA	@	\$270.00	-----	\$3,240.00
61	Riprap Revetment (Note: This balances the line item out)	-51 TON	@	\$80.00	-----	-\$4,093.60
62	Mobilization & Demob for Seeding (Note: This balances the line item out)	-1 EA	@	\$850.00	-----	-\$850.00
64	Mulch Seeding, U (Note: This balances the line item out)	7979 SYD	@	\$1.75	-----	\$13,963.01
66	Topsoil, 2 in. (Note: This balances the line item out)	-0.26 CYD	@	\$65.00	-----	-\$16.58
67	Sodding Nursery (Note: This balances the line item out)	-2 SYD	@	\$8.50	-----	-\$14.95
68	Detention Basin Seed Mix (Note: This balances the line item out)	-4 LBS	@	\$240.00	-----	-\$993.36
69	4' x 4' Scour Stop Transition Mat (Note: This balances the line item out)	15 EA	@	\$560.00	-----	\$8,168.72
70	Field Office, B (Note: This balances the line item out)	-18 MOS	@	\$3,850.00	-----	-\$69,300.00
71	Water Service, Adjust to Grade (Note: This balances the line item out)	-2 EA	@	\$950.00	-----	-\$1,900.00
72	Water Service, Remove & Plug Service (Note: This balances the line item out)	6 EA	@	\$435.00	-----	\$2,610.00
73	Pipe, A2000, PVC, 8" (Note: This balances the line item out)	-4 LFT	@	\$50.00	-----	-\$185.00
74	Pipe, A2000, PVC, 12" (Note: This balances the line item out)	-201 LFT	@	\$50.00	-----	-\$10,050.00
75	Pipe, C900, PVC, 12" (Note: This balances the line item out)	2 LFT	@	\$80.00	-----	\$171.68
76	Pipe, RCP, 12" (Note: This balances the line item out)	167 LFT	@	\$65.00	-----	\$10,850.32
77	Pipe, A2000, PVC, 15" (Note: This balances the line item out)	-12 LFT	@	70.00	-----	-\$840.00
78	Pipe, RCP, 15" (Note: This balances the line item out)	-28 LFT	@	\$70.00	-----	-\$1,944.46
					=	-\$51,184.22

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

79	Pipe, C900, PVC, 16" (Note: This balances the line item out)	19 LFT	@	\$95.00	-----	\$1,766.62
80	Pipe, RCP, 18" (Note: This balances the line item out)	-10 LFT	@	\$75.00	-----	-\$720.00
82	Pipe, RCP, 24" (Note: This balances the line item out)	2 LFT	@	\$95.00	-----	\$199.03
83	HMA for Structure Installation, Type C (Note: This balances the line item out)	-3 TON	@	\$350.00	-----	-\$1,050.00
84	Geotextile for Riprap, Type 1A (Note: This balances the line item out)	-30 SYD	@	\$6.00	-----	-\$180.00
85	Pipe End Section, Diameter 12" (Note: This balances the line item out)	4 EA	@	\$750.00	-----	\$3,000.00
86	Pipe End Section, Diameter 15" (Note: This balances the line item out)	-1 EA	@	\$850.00	-----	-\$850.00
89	Casting, Inlet, Adjust to Grade (Note: This balances the line item out)	-3 EA	@	\$1,950.00	-----	-\$5,850.00
90	Casting, Manhole, Adjust to Grade (Note: This balances the line item out)	-2 EA	@	\$1,950.00	-----	-\$3,900.00
91	Casting, Water Valve, Adjust to Grade (Note: This balances the line item out)	-9 EA	@	\$850.00	-----	-\$7,650.00
92	Inlet Type E-7 (Note: This balances the line item out)	-1 EA	@	\$2,500.00	-----	-\$2,500.00
94	Manhole Type C-8 (Note: This balances the line item out)	-1 EA	@	\$3,500.00	-----	-\$3,500.00
97	30" Round Inlet with 24" Sol. Storm Casting (Note: This balances the line item out)	1 EA	@	\$2,000.00	-----	\$2,000.00
101	30" Catch Basin with 24" Sol. Storm Casting (Note: This balances the line item out)	-1 EA	@	\$2,000.00	-----	-\$2,000.00
102	48" Catch Basin with 24" Sol. Storm Casting (Note: This balances the line item out)	1 EA	@	\$3,500.00	-----	\$3,500.00
103	48" Catch Basin with Curb Casting (Note: This balances the line item out)	1 EA	@	4,500.00	-----	\$4,500.00
104	48" Manhole with 24" Sol. Storm Casting (Note: This balances the line item out)	-3 EA	@	\$3,500.00	-----	-\$10,500.00
					=	-\$23,734.36

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

105	Core Structure (Note: This balances the line item out)	-1 EA	@	\$750.00	-----	-\$750.00
106	Water Main, DI, CL 50, 6" (Note: This balances the line item out)	15 LFT	@	\$95.00	-----	\$1,395.27
107	Water Main, DI, CL 50, 8" (Note: This balances the line item out)	-40 LFT	@	\$105.00	-----	-\$4,200.00
108	Pipe Plug (Note: This balances the line item out)	-1 EA	@	\$275.00	-----	-\$275.00
109	Fire Hydrant Assembly, Remove & Reloc. (Note: This balances the line item out)	-1 EA	@	\$4,500.00	-----	-\$4,500.00
110	Fire Hydrant Assembly, Adjust to Grade (Note: This balances the line item out)	-1 EA	@	\$1,500.00	-----	-\$1,500.00
111	Casting, Gate Valve Box, Adjust to Grade (Note: This balances the line item out)	1 EA	@	\$850.00	-----	\$850.00
112	Road Closure Sign Assembly (Note: This balances the line item out)	-2 EA	@	\$350.00	-----	-\$700.00
113	Temp. Pavement Marking, Removable 4" (Note: This balances the line item out)	-2380 LFT	@	\$1.50	-----	-\$3,570.00
114	Temp. Transv. Pavement Mkg., Rem. 24" (Note: This balances the line item out)	76 LFT	@	\$11.25	-----	\$852.73
115	Detour Route Marker Assembly (Note: This balances the line item out)	-48 EA	@	\$165.00	-----	-\$7,920.00
116	Construction Sign, A (Note: This balances the line item out)	-15 EA	@	\$285.00	-----	-\$4,275.00
117	Construction Sign, B (Note: This balances the line item out)	-2 EA	@	\$115.00	-----	-\$230.00
118	Flashing Arrow Sign (Note: This balances the line item out)	-5 DAY	@	\$16.00	-----	-\$80.00
121	Sign, Sheet, Remove (Note: This balances the line item out)	-4 EA	@	\$90.00	-----	-\$360.00
122	Sign Post, Sq., Type 1, Rein. Anchor Base (Note: This balances the line item out)	-60 LFT	@	32.50	-----	-\$1,950.00
123	Sign Post, Sq., Type 2, Rein. Anchor Base (Note: This balances the line item out)	-28 LFT	@	\$30.00	-----	-\$840.00
					=	-\$28,052.01

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

124	Sign, Sheet, Relocate (Note: This balances the line item out)	-3 EA	@	\$300.00	-----	-\$900.00
125	Sheet Sign with Legend 0.080 in. (Note: This balances the line item out)	27 SFT	@	\$29.50	-----	\$796.50
126	Sheet Sign with Legend, Dbl Faced, 0.1 in. (Note: This balances the line item out)	-7 SFT	@	\$43.50	-----	-\$304.50
127	Sheet Sign with Legend, 0.1 in. (Note: This balances the line item out)	27 SFT	@	\$32.00	-----	\$876.16
133	Conduit, PVC, 2 in., Schedule 80 (Note: This balances the line item out)	288 LFT	@	\$21.50	-----	\$6,195.81
135	Conduit, PVC, 2 in., Schedule 40 (Note: This balances the line item out)	41 LFT	@	\$15.25	-----	\$625.25
141	Signal Cable, Service, Copper, 3c/8 GA (Note: This balances the line item out)	15 LFT	@	\$4.35	-----	\$65.25
142	Signal Cable, Rdwy Loop, Copper, 1c/14 GA (Note: This balances the line item out)	-18 LFT	@	\$0.60	-----	-\$10.80
143	Signal Cable, Control, Copper, 3c/14 GA (Note: This balances the line item out)	170 LFT	@	\$3.25	-----	\$552.50
144	Signal Cable, Control, Copper, 5c/14 GA (Note: This balances the line item out)	195 LFT	@	\$4.35	-----	\$848.25
145	Signal Cable, Control, Copper, 7c/14 GA (Note: This balances the line item out)	123 LFT	@	\$4.85	-----	\$596.55
146	Signal Cable, Control, Copper, 9c/14 GA (Note: This balances the line item out)	24 LFT	@	\$5.45	-----	\$130.80
147	Signal Cable, Detect Lead-In, Cu, 2c-16 GA (Note: This balances the line item out)	2628 LFT	@	\$2.60	-----	\$6,832.80
149	Saw Cut for Roadway Loop Det & Sealant (Note: This balances the line item out)	26 LFT	@	\$10.95	-----	\$279.84
152	Line, Remove (Note: This balances the line item out)	500 LFT	@	\$1.25	-----	\$625.00
153	Line, Multi-Comp, Solid, White, 4 in. (Note: This balances the line item out)	231.64 LFT	@	0.60	-----	\$138.98
154	Line, Multi-Comp, Solid, Yellow, 4 in. (Note: This balances the line item out)	366 LFT	@	\$0.60	-----	\$219.67
					=	\$17,568.06

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

155	Line, Multi-Comp, Broken, Yellow, 4 in. (Note: This balances the line item out)	-6 LFT	@ \$1.15	-----	-\$6.58
156	Transverse Mkg., Crosshatch, Yellow, 12 in. (Note: This balances the line item out)	93 LFT	@ \$11.25	-----	\$1,041.59
157	Line, Multi-Comp, Solid, White, 6 in. (Note: This balances the line item out)	410 LFT	@ \$1.05	-----	\$430.50
158	Transverse Mkg., Stop Line, White, 24 in. (Note: This balances the line item out)	-3 LFT	@ \$14.50	-----	-\$45.43
159	Line, Multi-Comp, Solid, Yellow, 6 in (Note: This balances the line item out)	-26 LFT	@ \$1.05	-----	-\$27.30
160	Line, Multi-Comp., Broken, White, 6 in. (Note: This balances the line item out)	-20 LFT	@ \$1.40	-----	-\$28.00
161	Pavement Mkg., Multi-Comp Lane Arrow (Note: This balances the line item out)	-2 EA	@ \$285.00	-----	-\$570.00
162	Transverse Mkg., Crosswalk Line, White 24 (Note: This balances the line item out)	-12 LFT	@ \$14.50	-----	-\$173.10
163	Line, Multi-Comp, Dotted, White, 4 in. (Note: This balances the line item out)	-119 LFT	@ \$2.65	-----	-\$315.35
164	Transverse Mkg., Yield Line, White, 24 in. (Note: This balances the line item out)	-11 LFT	@ \$32.00	-----	-\$355.14
165	Grooving for Pavement Markings (Note: This balances the line item out)	3308 LFT	@ \$0.60	-----	\$1,984.82
166	Line, Multi-Comp, Broken, Yellow, 6 in. (Note: This balances the line item out)	-40 LFT	@ \$1.40	-----	-\$56.00
167	Snowplowable Raised Pavement Marker (Note: This balances the line item out)	-40 EA	@ \$60.00	-----	-\$2,400.00
169	Construction Notice Board (Note: This balances the line item out)	-1 EA	@ \$350.00	-----	-\$350.00
171	Fiber Optic Conduit, HDPE, 1.5 in. (Note: This balances the line item out)	-349 LFT	@ \$7.65	-----	-\$2,671.14
172	Junction Box (Note: This balances the line item out)	-1 EA	@ 1,165.00	-----	-\$1,165.00
173	4 ft Pedestal Pole and Foundation (Note: This balances the line item out)	1 EA	@ \$3,266.76	-----	\$3,266.76
				=	-\$1,439.35

CHANGE ORDER FORM

Pg 9 of 11

Change Order No. 8
Date: 3/12/2026

175	Land Fill Tipping Fees (Note: This balances the line item out)	-4022 Hrs	@ \$13.50	-----	-\$54,302.40
176	Equipment and Labor to push material at (Note: This balances the line item out)	-20 TON	@ \$250.00	-----	-\$5,000.00
190	Red Concrete Color Additive- Truck Apron (Note: This balances the line item out)	-15 SYD	@ \$23.45	-----	-\$358.53
210	Water Service Line, 1 in. (Note: This balances the line item out)	-31 LFT	@ \$64.00	-----	-\$1,990.08
220	Pipe, Sanitary Sewer, Diameter 6 in. (Note: This balances the line item out)	-20.0 LFT	@ 90.00	-----	-\$1,800.99
				=	-\$63,452.00

Total of Pages 1-9 -\$285,990.06

CHANGE ORDER FORM

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$4,165,762.30
2. Net (Addition/Reduction) due to all Previous Contract Supplements Numbers 1 to <u>7</u>	\$122,075.48
3. Amount of Contract, not including this supplement	\$4,287,837.78
4. Addition/Reduction to Contract due to this supplement	(\$285,990.06)
5. Amount of Contract, including this supplemental	\$4,001,847.72
6. Total (Addition/Reduction) due to all Change Orders (Line 2 + Line 4)	(\$163,914.58)
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>8</u> (Line 6 divided by Line 1)	-3.93%

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 N/A.

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 X-2431, 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.

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

RECOMMENDED FOR ACCEPTANCE

Dustin Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Becky Hutsell, Redevelopment Director

ACCEPTED: BOARD OF PUBLIC WORKS
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

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 for Approval of a Professional Services Agreement with Abonmarche for the Subdivision of 113 W Jefferson Street**
DATE: March 10, 2026

Background

The Redevelopment Commission currently owns property at 113 W Jefferson Street that is subject to a land contract with Serenity Property Management. One of the terms of that land contract requires the Redevelopment Commission to complete a subdivision of the parcel to create a separate lot on the west end of the property. This subdivision will allow for the future construction of a city-owned building on the west portion of the site, while maintaining a separate parcel for the existing building.

In addition, the subdivision will help clarify property boundaries between the building and the City-owned parking lot associated with the adjacent property at 233 S Main Street.

Proposed Professional Services

Abonmarche Consultants has submitted a proposal to provide professional services necessary to complete the minor subdivision process for the affected parcels. The work will include:

- Conducting a boundary retracement survey of the properties
- Preparing the secondary (final) subdivision plat
- Coordinating with City staff as part of the technical review process
- Assisting with preparation and submission of the Plan Commission application
- Attending the required public hearing before the Plan Commission
- Assisting with recording of the approved plat with the Elkhart County Recorder's Office.

The subdivision will create separate lots for the existing building and the City parking lot and will also identify a utility and sidewalk access easement to benefit the existing building.

Cost and Credit Application

The proposed cost for these services is \$7,350. However, a credit of \$4,410 from the Lincoln Avenue and Steury Avenue project (Change Order No. 6) will be applied toward this work.

As a result, the net cost to the Redevelopment Commission will be \$2,940.

Schedule

If the agreement is approved and a notice to proceed is issued by mid-March, the anticipated timeline includes:

- Submission of the subdivision plat to City staff by April 29, 2026

- Plan Commission hearing scheduled for May 19, 2026
- Final recording of the plat following approval.

Recommendation

Staff recommends that the Redevelopment Commission approve the professional services agreement with Abonmarche Consultants to complete the subdivision of 113 W Jefferson Street and the associated parcels. This work is necessary to fulfill the terms of the land contract with Serenity Property Management and to facilitate the planned construction of a city-owned building on the west portion of the site.

Requested Action:

Approve the professional services agreement with Abonmarche Consultants in the amount of \$2,940 (after application of the Lincoln/Steury project credit) for subdivision services related to 113 W Jefferson Street.

6.1. Each party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and the preparation for the Development Agreement, including legal, architectural, engineering, and consulting fees. Nothing in this Agreement shall obligate either party to reimburse the other for pre-development costs in the event the parties fail to execute a Development Agreement.

7. Term and Termination.

7.1. This Agreement shall commence on the date of the last signature below and shall continue until the earliest of: (a) execution of the Development Agreement, into which this Agreement shall be deemed incorporated and superseded; (b) December 31, 2026, unless extended by written agreement of the parties; or (c) earlier termination as provided in Section 7.2.

7.2. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party if: (a) the parties determine in good faith that the Project is not feasible or that they are unable to agree on the material terms of the Development Agreement; or (b) the other party materially fails to fulfill its obligations under this Agreement and such failure is not cured within thirty (30) days after written notice thereof. Termination of this Agreement shall not give rise to any liability of either party to the other, except with respect to obligations that expressly survive termination.

7.3. Sections 6 (Costs and Expenses), and 8 (General Provisions) shall survive any termination or expiration of this Agreement.

8. General Provisions.

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

8.2. Any legal action arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in Elkhart County, Indiana.

8.3. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, representations, and understandings, whether oral or written, relating thereto. This Agreement may be amended only by a written instrument signed by both parties.

8.4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed originals for all purposes.

8.5. Each party represents and warrants that the person executing this Agreement on its behalf has full authority to do so and to bind such party to the obligations set forth herein.

8.6. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

8.7. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered, sent by overnight courier, or sent by certified mail, return receipt requested, to the addresses set forth below or such other addresses as the parties may designate in writing, with a courtesy copy sent via email:

If to Redevelopment: City of Goshen Redevelopment
c/o Becky Hutsell, Director
204 East Jefferson Street, Suite 6
Goshen, Indiana 46528
Email: beckyhutsell@goshencity.com

If to Developer: Struxure Development, LLC
P.O. Box 56
Goshen, Indiana 46527
Email: shane@viewrail.com

8.8. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Scoping Agreement as of the date of the last signature below.

**City of Goshen
Redevelopment Commission**

Struxure Development, LLC

By: _____
Brian Garber, President

By: _____

Printed: _____

Attest:

Date: _____

Jonathan Graber, Secretary

Date: _____

March 4, 2026

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

RE: **PROPOSAL FOR PROFESSIONAL SERVICES**

Jefferson Street and Main Street Minor Subdivision
233 South Main Street and 113 West Jefferson Street
City of Goshen, Indiana

Dear Ms. Hutsell:

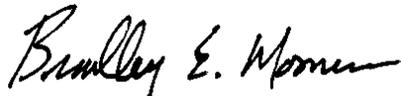
ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional services for the proposed subdivision referenced above. We have tailored our scope of services based upon your request, and our prior experience working in the City of Goshen.

This proposal includes our Work Plan, which consists of our Project Understanding, Scope of Services, Fees for Services, and an Anticipated Schedule. If you would like to proceed, please provide a Notice to Proceed and the City's Standard Agreement.

We appreciate the opportunity to submit our proposal and look forward to collaborating with you on this project. If you have any questions regarding this proposal, please do not hesitate to contact me at (574) 314-1024 or by email at bmosness@abonmarche.com.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



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

WORK PLAN

PROJECT UNDERSTANDING

The City of Goshen would like to proceed with a proposed minor subdivision at both 233 South Main Street and 113 West Jefferson Street to create separate lots for the existing building and the City's parking lot. The project site includes two parcels totaling 0.25± acres. A new utility and sidewalk access easement will be identified on the plat to benefit the existing building.

The City is currently in the planning and design phase for improving West Jefferson Street, which also includes reconstructing the parking lot. For the minor subdivision, City Engineering will provide the required primary subdivision plat. Our office will provide the secondary "final" plat which will require our office to initially perform a boundary retracement survey of the subject property. We will provide the secondary plat to City Staff to review as part of the technical review process with the primary subdivision.

Our office will assist with preparing the application and submittal to Plan Commission, attend the required public hearing, and assist with the final recording of the approved plat at the Elkhart County Recorder's Office. All filing fees will be waived for the City project.

FEES FOR SERVICES

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount listed below unless a supplement is executed by the parties which increases the maximum amount payable. All services below are firm for 90 days. Plat recording fees are included in Task #1.

Task #1	Minor Subdivision "Secondary" Process	\$ 7,350
	Deduct – Steury & Lincoln Avenue Project, Change Order No. 6.....	(\$ 4,410)

TOTAL: **\$ 2,940 (Lump Sum)**

ANTICIPATED SCHEDULE

If a signed Agreement and Notice to Proceed are received by March 12, 2026, ABONMARCHE proposes the following anticipated schedule.

- Kickoff Meeting with City Completed
- Submit Secondary Plat to City April 29
- City Technical Review Process (By City) April 29
 - Tech Review Meeting May 21
- Plan Commission Filing April 29
 - Plan Commission Hearing May 19
- Recording of Plat To Be Determined by City Staff
(Abonmarche to help with Recording)





**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 a Scoping Agreement with Struxure Development, LLC for the Redevelopment of 3rd & Jefferson Street**
DATE: March 10, 2026

Background

In July 2025, the Goshen Redevelopment Commission issued a Request for Proposals (RFP) seeking proposals for the purchase and development of property located in the 200 block of South Third Street in downtown Goshen. The objective of the RFP was to encourage a pedestrian-oriented residential development that would expand housing opportunities in proximity to downtown amenities.

Struxure Development, LLC submitted a proposal in September 2025 to develop the site as a market-rate apartment project. The proposal contemplates construction of a three-story building containing approximately 30 to 40 residential units and roughly 36,000 square feet of building area, along with associated parking and site improvements.

Since the submission of the proposal, the City and the developer have engaged in preliminary discussions regarding the potential development of the property and the structure of a future development agreement.

Purpose of the Scoping Agreement

The attached Scoping Agreement is intended to establish a formal framework for continued negotiations and project refinement. The agreement:

- Acknowledges the parties' mutual intent to pursue development of the property.
- Identifies the principal terms currently contemplated for the project.
- Outlines key issues that remain unresolved and must be addressed before a final development agreement is executed.
- Establishes expectations for continued collaboration and information sharing during the negotiation process.

Importantly, the agreement does not obligate either party to complete the project or execute a development agreement. Except for limited provisions such as exclusivity and responsibility for costs, the document is non-binding and serves primarily as a roadmap for further negotiations.

Key Preliminary Terms

The agreement reflects several preliminary understandings between the parties:

- The project is anticipated to include a three-story market-rate apartment building with approximately 30–40 units, on-site parking, and related site improvements.
- The property would be conveyed to the developer for a nominal purchase price of \$1.00, contingent upon the developer fulfilling its development obligations.
- The development agreement is expected to require a minimum investment of approximately \$6,000,000 in hard and soft project costs.
- Compliance with the investment requirement would be secured by a compliance mortgage in favor of the Redevelopment Commission, to be released upon verified completion of the required investment.

Items Remaining to Be Negotiated

Several material project details remain unresolved and will be addressed during the negotiation of a full development agreement. These include:

- Final site plan, building design, and unit mix
- Parking layout and pedestrian circulation
- Zoning approvals or variances that may be required
- Scope and cost allocation of public improvements, including sidewalks and nearby public parking
- Utility connections and easements
- Vapor mitigation requirements associated with the Brownfields program
- Stormwater management strategy
- The developer's financing commitments
- Project timeline and development milestones
- Any subdivision or land dedication needed to facilitate public improvements.

Exclusivity and Term

During the term of the agreement, the Redevelopment Commission agrees to negotiate exclusively with Struxure Development regarding the sale and development of the property, provided the developer continues to make good-faith progress on the project.

The agreement will remain in effect until the earliest of:

- Execution of a final development agreement,
- December 31, 2026, unless extended by mutual agreement, or
- Termination by either party upon written notice under the conditions described in the agreement.

Recommendation

Staff recommends that the Redevelopment Commission approve the Scoping Agreement with Struxure Development, LLC. Approval will allow the parties to continue refining the project concept and negotiating the terms of a comprehensive development agreement for future Commission consideration.

Requested Action:

Approve the Scoping Agreement between the Goshen Redevelopment Commission and Struxure Development, LLC for the Third & Jefferson Redevelopment Project.

SCOPING AGREEMENT

THIRD & JEFFERSON REDEVELOPMENT PROJECT

City of Goshen Redevelopment Commission and Struxure Development, LLC

THIS SCOPING AGREEMENT ("Agreement") is entered into as of the date of the last signature below, by and between the City of Goshen, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Redevelopment Commission, hereinafter referred to as "Redevelopment", and Struxure Development, LLC, an Indiana domestic limited liability company ("Developer").

RECITALS

WHEREAS, Redevelopment issued a Request for Proposals dated July 9, 2025, seeking proposals for the purchase and development of certain real property located in the 200 block of South Third Street in downtown Goshen, Indiana (the "RFP"), with the goal of creating a pedestrian-oriented residential development to increase housing opportunities near downtown;

WHEREAS, Developer submitted a proposal dated September 11, 2025, to purchase and develop the Property (as defined below) as a market-rate apartment development consisting of approximately thirty (30) to forty (40) residential units in a three-story building of approximately thirty-six thousand (36,000) square feet, with associated site improvements (the "Project");

WHEREAS, the parties have engaged in discussions regarding the terms and conditions upon which the Property may be sold to Developer and the Project may be developed, and have determined that a number of material details—including final design plans, utility configurations, parking arrangements, zoning approvals, financing structure, and the scope of public improvements—remain unresolved and require further refinement before a comprehensive development agreement can be executed;

WHEREAS, the parties desire to memorialize their mutual intent to work collaboratively toward a comprehensive development agreement, to identify the principal terms and open items yet to be resolved, and to acknowledge certain preliminary commitments and understandings;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subject Real Estate.

- 1.1. The real property that is the subject of the contemplated development (the "Property") consist four (4) parcels of real estate located in Elkhart Township, City of Goshen, Elkhart County, Indiana, identified by tax codes 20-11-09-413-008.000-015, 20-11-09-413-009.000-015, 20-11-09-413-010.000-015, and 20-11-09-413-011.000-015, totaling approximately 0.69 acres, situated et of South Third Street, east of River

Race Drive, north of West Jefferson Street, and south of the east/west alley between Jefferson Street and Washington Street.

1.2. The property is more particularly described as follows:

Lot Number Ten (10) in Barnes' First South Addition to the City of Goshen, Elkhart County, Indiana; as recorded in Deed Record 15, page 273, less and excepting the West Fifteen (15) feet of said Lot.

AND

Lot Number Eleven (11) in the First South Addition (sometimes known as Barnes' First South Addition) to the City of Goshen, Elkhart County, Indiana; as recorded in Deed Record 15, page 273. Less and excepting the West Fifteen (15) Feet of said Lot.

AND

Lot Thirty (30) in Barnes' First South Addition to the Town, now City of Goshen, Indiana, except forty-eight (48) feet off the West end of said Lot; said Plat being recorded in Deed Record 15, page 273.

AND

The West Forty-eight (48) feet of Lot Number Thirty (30) as the said Lot is known and designated on the recorded plat of Barn's South Addition to the Town, now City, of Goshen, Indiana; said Plat being recorded in Deed Record 15, page 273 in the Office of the Recorder of Elkhart County, Indiana, less and excepting the West Fifteen (15) feet.

2. **Purpose.**

2.1. This Agreement is intended to: (a) acknowledge the relationship between the parties with respect to the contemplated development of the Property; (b) memorialize the principal terms and open items to be addressed in a future comprehensive development agreement; and (c) establish a framework within which the parties will work in good faith toward the execution of a final, binding development agreement ("Development Agreement").

2.2. Except as expressly provided in Sections 4 (Exclusivity), 6 (Costs and Expenses), and 8 (General Provisions), this Agreement does not constitute, and shall not be construed as, a binding obligation of either party to consummate the sale of the Property or the development of the Project. The parties acknowledge that the terms of the Development Agreement remain subject to negotiation, and that neither party shall be bound to execute a Development Agreement unless and until both parties have agreed in writing to all material terms thereof.

2.3. The parties agree to negotiate the terms of the Development Agreement in good faith and with reasonable diligence. Nothing in this Agreement, however, shall require either party to agree to any particular term or condition in the Development Agreement.

3. **Principal Terms and Open Items.**

3.1. The parties contemplate that the Project will consist of a three-story, market-rate apartment building containing approximately thirty (30) to forty (40) residential units, together with on-site parking, landscaped courtyard, and related site improvements, on the Property. The parties acknowledge that the unit mix, building configuration, and related details remain subject to finalization.

3.2. The parties contemplate that the Property will be conveyed to Developer for a nominal purchase price of One Dollar (\$1.00), subject to Developer's fulfillment of its development obligations under the Development Agreement, including minimum investment requirements.

3.3. The parties contemplate that the Development Agreement will include a minimum investment requirement of approximately Six Million Dollars (\$6,000,000.00) in hard and soft project costs, secured by a compliance mortgage held by Redevelopment in an amount to be negotiated, to be released upon Developer's verified completion of the required investment. The specific terms of the compliance mortgage, including reporting requirements and audit rights, will be set forth in the Development Agreement.

3.4. The following material items, among others, remain unresolved and will be addressed in the Development Agreement:

3.4.1. Final site plan and architectural design, including building footprint, unit mix, parking layout, service access, and pedestrian circulation;

3.4.2. Zoning approvals, variances, and PUD amendments required for the Project, including height, setbacks, and use approvals;

3.4.3. Scope, cost allocation, and timing of public improvements, including perimeter sidewalks, curbs, and the proposed public parking lot to the north of the Property, which are subject to a separate City procurement process;

3.4.4. Utility locations, connections, and any required easements;

3.4.5. Vapor mitigation system design, permitting, and cost allocation, subject to requirements of the Indiana Brownfields Program;

3.4.6. Stormwater management, including the potential use of the adjacent parcel to the west for stormwater retention or drainage facilities;

3.4.7. Developer's financing plan, including construction financing commitments and investor equity structure;

3.4.8. Project timeline, including milestones for design completion, zoning approvals, closing, construction commencement, and occupancy;

3.4.9. Minor subdivision and land dedication requirements, including any lot dedication necessary to facilitate the use of public funds for public improvements surrounding the building; and

3.4.10. Such other terms and conditions as the parties may identify during the course of negotiation.

4. **Exclusivity.**

4.1. In consideration of Developer's investment of time, effort, and resources in advancing the Project, Redevelopment agrees that, during the term of this Agreement, it will not solicit, accept, or enter into any agreement with any third party for the sale or development of the Property (the "Exclusive Negotiating Period"). This exclusivity is conditioned upon Developer's continued good-faith pursuit of the Project and compliance with the obligations set forth in Section 4 of this Agreement.

4.2. Redevelopment may terminate the Exclusive Negotiating Period upon thirty (30) days' written notice to Developer if: (a) Developer fails to provide required updates or otherwise fails to demonstrate continued good-faith progress toward the Development Agreement; or (b) this Agreement otherwise terminates pursuant to Section 7.

5. **Developer's Interim Obligations.**

5.1. During the term of this Agreement, Developer agrees to:

5.1.1. Develop and progressively refine a conceptual development plan for the Property that is consistent with (a) the goals and specifications set forth in the RFP, including the requirement for a pedestrian-oriented, primarily residential development; (b) Developer's proposal dated September 11, 2025, including the proposed building design, density, amenities, and site layout described therein; and (c) any refinements agreed upon by the parties during the course of negotiation of the Development Agreement.

5.1.2. Submit the refined conceptual development plan, as it progresses, to Redevelopment for review and comment, including updates to site plans that clarify parking, service access, pedestrian circulation, and building massing.

5.1.3. Provide Redevelopment with concise monthly written status updates for inclusion in the Redevelopment Commission's meeting packet, covering progress on design, financing, zoning strategy, and any other material developments;

5.1.4. Continue to refine the site plan to address parking, service access, and pedestrian circulation, and share updated drawings with Redevelopment as they are developed;

5.1.5. Engage in good-faith negotiation of the Development Agreement and respond promptly to requests from Redevelopment or its legal counsel.

6. **Costs and Expenses.**

6.1. Each party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and the preparation for the Development Agreement, including legal, architectural, engineering, and consulting fees. Nothing in this Agreement shall obligate either party to reimburse the other for pre-development costs in the event the parties fail to execute a Development Agreement.

7. Term and Termination.

7.1. This Agreement shall commence on the date of the last signature below and shall continue until the earliest of: (a) execution of the Development Agreement, into which this Agreement shall be deemed incorporated and superseded; (b) December 31, 2026, unless extended by written agreement of the parties; or (c) earlier termination as provided in Section 7.2.

7.2. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party if: (a) the parties determine in good faith that the Project is not feasible or that they are unable to agree on the material terms of the Development Agreement; or (b) the other party materially fails to fulfill its obligations under this Agreement and such failure is not cured within thirty (30) days after written notice thereof. Termination of this Agreement shall not give rise to any liability of either party to the other, except with respect to obligations that expressly survive termination.

7.3. Sections 6 (Costs and Expenses), and 8 (General Provisions) shall survive any termination or expiration of this Agreement.

8. General Provisions.

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

8.2. Any legal action arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in Elkhart County, Indiana.

8.3. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, representations, and understandings, whether oral or written, relating thereto. This Agreement may be amended only by a written instrument signed by both parties.

8.4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed originals for all purposes.

8.5. Each party represents and warrants that the person executing this Agreement on its behalf has full authority to do so and to bind such party to the obligations set forth herein.

8.6. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

8.7. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered, sent by overnight courier, or sent by certified mail, return receipt requested, to the addresses set forth below or such other addresses as the parties may designate in writing, with a courtesy copy sent via email:

If to Redevelopment: City of Goshen Redevelopment
c/o Becky Hutsell, Director
204 East Jefferson Street, Suite 6
Goshen, Indiana 46528
Email: beckyhutsell@goshencity.com

If to Developer: Struxure Development, LLC
P.O. Box 56
Goshen, Indiana 46527
Email: shane@viewrail.com

8.8. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Scoping Agreement as of the date of the last signature below.

**City of Goshen
Redevelopment Commission**

Struxure Development, LLC

By: _____
Brian Garber, President

By: _____

Printed: _____

Attest:

Date: _____

Jonathan Graber, Secretary

Date: _____



**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: Goshen Redevelopment Commission

From: Engineering Department

**RE: CENTURY DRIVE – UPDATED COST ESTIMATE AND REQUEST TO ADVERTISE
(JN 2024-0030)**

Date: March 10, 2026

The Engineering Department is requesting permission to advertise for construction bids for the Century Drive Reconstruction project. The most recent cost estimate from JPR is attached. Staff recommends utilizing a 15% contingency, however, instead of a 5% contingency. The additional contingency would cover a minor change planned in the pavement section and a different undercutting material, which are not yet reflected in the cost estimate, and would also provide additional buffer against rising oil prices and anticipated effects on asphalt pavement costs.

Engineering will plan to bid the project with sidewalk from College Avenue to Kercher Road, on the west side of Century Drive, included within the base bid. A bid Alternate A that omits the sidewalk from Kercher Road to Eisenhower Drive would also be included, as well as an Alternate B that omits the sidewalk entirely. The estimates for total base bid and alternates are provided in Table 1 on page 2, below.

Suggested Motion: Move to advertise the Century Drive Reconstruction project, with updated cost estimates as presented.

Table 1. Project cost estimates – base bid and alternate

Project: Century Drive Reconstruction (2024-0030) - Base Bid and Alternate Cost Estimates		
Base Bid - Sidewalk between Kercher Road and College Avenue ¹		
Cost Estimate Subtotal	\$	5,257,550.50
Plus 15%	\$	788,632.58
Engineer's Estimate (+/-)=	\$	6,046,183.08
Alternate A - Sidewalk between Eisenhower Drive and College Avenue ²		
Cost Estimate Subtotal	\$	4,949,550.50
Plus 15%	\$	742,432.58
Engineer's Estimate (+/-)=	\$	5,691,983.08
Alternate B - Century Drive Roadway Reconstruction without Sidewalk		
Cost Estimate Subtotal	\$	4,880,494.94
Plus 15%	\$	732,074.24
Engineer's Estimate (+/-)=	\$	5,612,569.19

Notes:

(1) Estimate is for sidewalk on the west side of Century Drive, from Kercher Road to College Avenue, including crossing at Eisenhower Drive, east of bridge.

(2) Estimate is for sidewalk on the west side of Century Drive, from Eisenhower Drive to College Avenue, including crossing at Eisenhower Drive, east of bridge.



ENGINEER'S ESTIMATE
Century Drive Reconstruction
Project No.: 2024-01371

ESTIMATED CONSTRUCTION COST
Sub-Total: \$5,257,550.50
5.0% Contingency: \$262,877.53
Total: \$5,520,428.03

ID	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$100,000.00	\$100,000.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$250,000.00	\$250,000.00
3	CLEARING RIGHT-OF-WAY	1.00	LS	\$150,000.00	\$150,000.00
4	CURB AND GUTTER, REMOVE	12,133.00	LFT	\$15.00	\$181,995.00
5	EXCAVATION, COMMON	11,600.00	CYS	\$30.00	\$348,000.00
6	EROSION AND SEDIMENT CONTROL	1.00	LS	\$25,000.00	\$25,000.00
7	SUBGRADE TREATMENT, TYPE II	37,018.00	SYS	\$25.00	\$925,450.00
8	B BORROW FOR UNDERCUT BACKFILL, UNDISTRIBUTED	2,500.00	CYS	\$30.00	\$75,000.00
9	STRUCTURE BACKFILL, TYPE 2	820.00	CYS	\$50.00	\$41,000.00
10	GEOGRID, TYPE IB	26,853.00	SYS	\$3.00	\$80,559.00
11	COMPACTED AGGREGATE, NO. 53	4,888.00	TON	\$45.00	\$219,960.00
12	WIDENING FOR TEMPORARY PAVEMENT	100.00	TON	\$170.00	\$17,000.00
13	MILLING, ASPHALT, 1 1/2 IN.	250.00	SYS	\$2.50	\$625.00
14	QC/QA-HMA, 3, 58S, SURFACE, 9.5 mm	2,220.00	TON	\$110.00	\$244,200.00
15	QC/QA-HMA, 3, 58S, INTERMEDIATE, 19.0 mm	3,699.00	TON	\$100.00	\$369,900.00
16	QC/QA-HMA, 3, 58S, BASE, 25.0 mm	4,434.00	TON	\$90.00	\$399,060.00
17	JOINT ADHESIVE, SURFACE	7,950.00	LFT	\$0.50	\$3,975.00
18	JOINT ADHESIVE, INTERMEDIATE	7,950.00	LFT	\$0.50	\$3,975.00
19	ASPHALT FOR TACK COAT	19.00	TON	\$645.00	\$12,255.00
20	SIDEWALK, CONCRETE	5,350.00	SYS	\$70.00	\$374,500.00
21	CURB RAMP, CONCRETE	25.00	SYS	\$200.00	\$5,000.00
22	DETECTABLE WARNING SURFACES	5.00	SYS	\$320.00	\$1,600.00
23	CURB AND GUTTER, CONCRETE	13,335.00	LFT	\$35.00	\$466,725.00
24	PCCP FOR APPROACHES, 9 IN.	3,594.00	SYS	\$115.00	\$413,310.00
25	MAILBOX ASSEMBLY, SINGLE	12.00	EACH	\$300.00	\$3,600.00
26	RIPRAP, REVETMENT	7.00	TON	\$75.00	\$525.00
27	GEOTEXTILE FOR RIPRAP, TYPE 1B	14.00	SYS	\$7.00	\$98.00



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Memorandum

To: Goshen Redevelopment Commission

From: Engineering Department

RE: BLACKPORT DRIVE RECONSTRUCTION – CHANGE OF PROJECT TYPE AND REVISED COST ESTIMATE (DES NO. 2100020; JN 2022-0016)

Date: March 10, 2026

As previously discussed, the Redevelopment Commission decided to proceed with a reduced-scope Blackport Drive project that included milling and asphalt surface overlay, which is a Preventative Maintenance project within the INDOT Local Public Agency Program. However, after further discussion with the City's design consultant, Egis, and with MACOG and INDOT, it was discovered that the project scope and current pavement conditions on Blackport Drive necessitated a change to an HMA Overlay, Structural ("HMA Structural Overlay") project, corresponding to definitions within the INDOT Local Public Agency program and categories available for LPA project categorization by MACOG.

The change in project type does involve additional work, including an HMA wedge-and-level course with cross-slope correction before the final surface overlay. The paving mat will also be extended throughout the entire roadway, which will reduce reflective cracking. Egis worked with Engineering staff to estimate costs for the revised structural overlay project, which still incorporate all of the revised project elements as previously presented – replacement of the culvert in the wetland area; limited grading and curb to address problem drainage areas; and a new sidewalk between Lincoln Avenue and Dykstra Street on the east side of Blackport Drive. The estimated costs for the current project scope are shown in Table 1 on page 2, and MACOG has committed to the funding levels shown. The revised design contract amount with Egis is also included, and this contract amendment will be presented at the April RDC meeting.

The resulting Local Match required of Redevelopment increases approximately 29% over the previous estimate, for a new total estimate of \$440,130. The current design (Preliminary Engineering) costs to-date are just over \$380,000, of which the City would need to reimburse INDOT the 80% (\$304,000) covered by Federal funds if the project was discontinued.

(See Table 1 on next page)

Blackport Drive Reconstruction – Revised Project Type and Cost Estimate

March 10, 2026

Page 2

Table 1. Revised Blackport Drive Project Cost Estimate

Phase	Full-Depth Reconstruction and Shared-Use Path Project	Preventative Maint. Project Estimates	HMA Structural Overlay Project Estimates	Proposed Fed. Distribution	Prevent. Maint. Project Local Match	HMA Structural Overlay Local Match	Current Fed. %
Preliminary Engineering	\$936,200	\$771,425	\$771,425	\$617,140	\$154,285	\$154,285	80%
Right-of-Way	\$250,000	\$132,000	\$170,000	\$105,600	\$26,400	\$64,400	62%
Construction & Contingency	\$5,609,000 - \$7,859,000	\$711,000	\$953,000	\$762,400	\$142,200	\$190,600	80%
Utilities			\$26,225	\$20,980		\$5,245	80%
Construction Engineering (CE)	\$729,170 - \$1,021,670	\$92,430	\$128,000	\$102,400	\$18,486	\$25,600	80%
<i>Subtotal Construction</i>	<i>\$6,338,170 - \$8,880,670</i>	<i>\$803,430</i>	<i>\$1,107,225</i>	<i>\$885,780</i>	<i>\$160,686</i>	<i>\$221,445</i>	<i>80%</i>
TOTAL ALL PHASES	\$7,525,000 - \$10,067,000	\$1,706,855	\$2,048,650	\$1,608,520	\$341,371	\$440,130	79%

Suggested Motion: Move to accept the revised project type and scope, with approximate costs as estimated, and approve Blackport Drive as an HMA Structural Overlay project.



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Memorandum

TO: Goshen Redevelopment Commission

FROM: Goshen Engineering Department

RE: **AGREEMENT FOR USE OF REDEVELOPMENT-OWNED
REAL ESTATE AS STAGING AREA
(JN: 2025-0024) (DES. NO. 2100199)**

DATE: March 10, 2026

In conjunction with planned work on the INDOT US Highway 33 Mill and Overlay project, Rieth-Riley Construction Co. requested the use of City property held by the Redevelopment Commission as a temporary staging area. The proposed staging area is comprised of the parcels on either side of Pleasant Avenue, just south of Pike Street / US 33. Rieth-Riley has requested the use of these parcels from March 23 until July 17, 2026. They understand that erosion control measures and full restoration of the property, including any disturbed areas, are requirements.

(The proposed agreement with Rieth-Riley will be provided at the Redevelopment Commission meeting.)

Suggested motion: Move to approve and authorize the Redevelopment Director to sign the indemnity agreement with Rieth-Riley Construction Co., Inc., for use of Redevelopment Commission real estate as a staging area during INDOT's US Highway 33 Mill and Overlay project.



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engineering@goshencity.com • www.goshenindiana.org

Memorandum

To: Goshen Redevelopment Commission

From: Engineering Department

**RE: COLLEGE AVE, PHASE I – REQUEST FOR COST AGREEMENT FOR
PRIVATE UTILITY RELOCATION
DES NO. 1900739 (LEAD)
(JN 2019-0022)**

Date: March 10, 2026

While finalizing relocation plans, NIPSCO Electric recently notified the City of a private utility pole and underground electric service within the right-of-way at 2513 College Avenue. The pole currently serves as an overhead electrical service entrance and meter base for the property at 2513 College Avenue. Due to the proposed project improvements and NIPSCO Electric's schedule, the pole and underground service need to be relocated north, out of the acquired right-of-way, by May 1, 2026. However, as these are privately owned, the pole and underground service will not be included in the NIPSCO Electric relocation work; the property owners have the responsibility to relocate their electrical service outside of the right-of-way. (See Figure 1 on page 2 for an image of the private utility pole.)

City staff notified the property owners of the requirement to move the pole and met with one of the owners on February 26. The owner informed staff that they had recently purchased the property and were neither aware of the fact that they owned a private electrical service extending into the right-of-way, nor of the extent of the property acquired as right-of-way at 2513 College Avenue. After learning of the need to relocate the pole and electrical service, the owner stated that she and her husband do not have the financial means to accomplish this work by the necessary deadline and were requesting assistance from the City. The cost for relocation also includes establishing a new electrical service entrance on private property – either overhead or underground.

Engineering staff did confirm with Structurepoint that if the private utility pole was located 2 feet farther north than it is now, it may have been identified during the right-of-way acquisition process and paid as a cost-to-cure item. Goshen Legal Department staff also reviewed the situation and found that providing payment to the property owners is consistent with similar compensation for public project-related impacts on private property.

As basis for reasonable compensation and payment by the City, the property owners reached out to six electrical contractors and will be providing quotes for the private electrical relocation work. Contingent on the Commission's approval of the agreement, the City would provide payment in advance of the private relocation work, based on a review of the quotes provided. If the work was not completed by the deadline or not according to NIPSCO standards and all applicable codes, payment would be due back to the City.



Figure 1. Private pole (right) with conduit extending underground for electrical service to 2513 College Avenue

Suggested Motion: Move to approve and authorize the Redevelopment Director to execute an agreement with the owners of the property commonly known as 2513 College Avenue, and authorize payment for relocation of the private electrical service within the acquired right-of-way.

UTILITY RELOCATION COST AGREEMENT
College Avenue Roadway Reconstruction Project
JN 2019-0022 / DES No. 1900739

This Utility Relocation Cost Agreement ("Agreement") is entered into as of the ____ day of _____, 2026, by and between the City of Goshen, Indiana, acting through its Goshen Redevelopment Commission ("City"), and Jonathan Kenneth Hartshorn and Patricia Hartshorn, husband and wife (collectively, "Property Owners"), owners of the real property commonly known as 2513 College Avenue, Goshen, Indiana 46526 (Parcel No. 20-11-14-452-003.000-015) ("Property").

RECITALS

A. The City of Goshen is undertaking the College Avenue Roadway Reconstruction Project from U.S. Highway 33 to the NS Railroad ("Project"), Job Number 2019-0022, DES No. 1900739 (Lead), which involves the addition of a two-way left turn lane, a shared-use path along the north side of the road, utility relocations, and related improvements along College Avenue in Goshen, Elkhart County, Indiana.

B. In connection with the Project, the City, acting through its Board of Public Works and Safety, acquired additional right-of-way along College Avenue from the then-owner of record, Rollin'-Acres Holsteins, LLC, by deed in November 2023 ("ROW Acquisition"). The acquired right-of-way is described as a part of Lot 2 in Shank's Subdivision, being a part of the West Half of the Southeast Quarter of Section 14, Township 36 North, Range 6 East of the Second Principal Meridian in Elkhart Township, Elkhart County, Indiana, containing approximately 4,000 square feet, as more particularly described in "Exhibit A" and depicted in "Exhibit B", both attached hereto and incorporated herein ("Acquired ROW").

C. Property Owners subsequently acquired the Property, which is adjacent to and affected by the Acquired ROW.

D. In the course of finalizing utility relocation plans for the Project, NIPSCO Electric notified the City that there exists within the right-of-way along College Avenue at the Property a customer-owned utility pole, meter base, and underground electric service conductors and conduit (collectively, "Private Utility Facilities") that provide electric service to the Property. The Private Utility Facilities are privately owned by the Property Owners and are not subject to relocation by NIPSCO Electric as part of its own utility relocation efforts.

E. As a direct and necessary consequence of the Project, including the utility relocations required in the College Avenue corridor, the Private Utility Facilities must be relocated out of the existing right-of-way. Property Owners have expressed a preference to remove the existing pole and underground electric service and establish a new meter base attached to the house, with an electrical disconnect if required, and associated conduit and conductors installed in accordance with NIPSCO standards and all applicable codes, thereby eliminating the complications associated with maintaining a privately-owned service pole in the future.

F. The City's Engineering Department notified Property Owners of the relocation requirement by letter dated February 23, 2026 (“Engineering Letter”), attached hereto as “Exhibit C” and incorporated herein. Following a subsequent meeting between City Engineering staff and Property Owners, and in light of NIPSCO’s revised utility relocation schedule for the Project corridor, the deadline for the new service equipment to be installed, inspected, and approved is May 1, 2026.

G. Property Owners were not a party to the ROW Acquisition and did not receive any compensation in connection therewith. Property Owners were unaware that at the time of purchase of the Property they also acquired a private utility pole with a meter base and were unaware of the extent of right-of-way previously acquired from the prior owner in connection with the Project. The need to relocate the Private Utility Facilities at the Property Owners' expense is a consequence of the Project directly impacting their remainder property, and the City finds that it is fair, equitable, and in the public interest to provide payment to Property Owners for the reasonable cost of the required relocation, consistent with the principles of just compensation applicable to project-related impacts on private property under Indiana law.

H. The City finds that payment under this Agreement is authorized as a project-related cost associated with the College Avenue Roadway Reconstruction Project and as a proper exercise of the City's authority under Indiana law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference and made a part of this Agreement.

2. Property Owners' Obligations.

(a) Property Owners shall obtain, at their own initial effort and expense, both a written quote from a licensed electrical contractor for the complete relocation of the Private Utility Facilities, and, if required, a written quote from NIPSCO Electric for any new electrical service (collectively, “Quote”), as described in Recital E above and consistent with the requirements set forth in the Engineering Letter.

(b) The selected contractor must be properly licensed to perform the work in the State of Indiana and licensed by the City of Goshen, and the work must be performed in compliance with NIPSCO standards, all applicable federal, state, and local codes, and the requirements of the City's Engineering and Building Departments.

(c) Property Owners shall submit the Quote to the City for review and approval prior to authorizing any work.

(d) Property Owners shall cause all relocation work to be completed, inspected, and approved on or before May 1, 2026, or such later date as the City's Engineering Department may authorize in writing.

(e) Property Owners shall coordinate with NIPSCO Electric regarding service reconnection and shall cooperate with the City's Engineering and Building Departments throughout the permitting, inspection, and approval process.

3. City's Payment Obligation.

(a) Subject to the terms and conditions of this Agreement, and following the City's review and written approval of the Quote submitted pursuant to Section 2(c), the City shall pay Property Owners in advance of the commencement of work an amount equal to the approved amount, not to exceed \$_____ ("Approved Amount"), for the reasonable and necessary cost of relocating the Private Utility Facilities. The parties acknowledge that advance payment is necessary because Property Owners lack the independent financial resources to fund the relocation costs prior to City's payment, and that the City's advance payment is therefore a condition to the work being completed within the Project timeline.

(b) Payment shall be made by the City directly to Property Owners within fifteen (15) days following the City's written approval of the Quote pursuant to Section 4. As a condition of receiving payment, Property Owners shall execute and deliver to the City a written acknowledgment confirming receipt of the Approved Amount and their commitment to cause the relocation work to be completed in accordance with this Agreement. Property Owners shall provide the City with copies of all contractor invoices upon receipt, and shall provide written notice to the City upon completion of the work.

(c) Property Owners acknowledge that the Approved Amount is paid in advance in reliance on their commitment to complete the relocation work as required by this Agreement. In the event the work is not completed by the deadline set forth in Section 2(d), or is not performed in accordance with this Agreement, the Engineering Letter, NIPSCO standards, and all applicable codes, Property Owners shall, upon written demand by the City, promptly repay to the City all or such portion of the Approved Amount as the City reasonably determines corresponds to work not completed or not performed in conformance with this Agreement. Any amount paid for work that does not meet applicable standards shall likewise be subject to repayment upon demand. This repayment obligation shall survive termination or expiration of this Agreement.

4. Quote Review and Approval.

The City reserves the right to review the submitted Quote for reasonableness. The City may, in its reasonable discretion, request additional documentation or competitive quotes if

the submitted quote appears to exceed reasonable market rates for the described scope of work. The City shall notify Property Owners of its approval or any objection within ten (10) business days of receipt of the Quote.

5. Permits and Compliance.

Property Owners shall be responsible for obtaining all required permits from the City's Engineering and Building Departments and any other applicable regulatory authority prior to commencement of work. All permit fees shall be included in the scope of the Quote submitted pursuant to Section 2(a) and shall be reimbursable under Section 3(a) to the extent included in the Approved Amount.

6. Release.

In consideration of the City's agreement to pay the relocation costs as provided herein, Property Owners, on behalf of themselves, their successors, heirs, and assigns, do hereby release and forever discharge the City of Goshen, its officers, employees, agents, and representatives, from any and all claims, demands, or causes of action arising out of or relating to the relocation of the Private Utility Facilities required by the Project, including but not limited to any claim for severance damages, diminution in value, or other compensation related to the Project's impact on the Property arising from the matters described in the Recitals above. This release does not affect any rights unrelated to the matters expressly described herein.

7. No Admission.

Nothing in this Agreement shall be construed as an admission by either party of any liability, wrongdoing, or legal obligation beyond what is expressly stated herein. The City's agreement to pay relocation costs is made as a matter of equity and public interest in connection with the Project and does not constitute an acknowledgment that the City was legally required to do so.

8. Entire Agreement; Amendments.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, representations, and understandings. This Agreement may not be amended except by a written instrument signed by both parties.

9. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of Elkhart County, Indiana.

10. Authority.

Each party represents and warrants that the person executing this Agreement on its or their behalf has full authority to do so and to bind the respective party to the terms hereof.

11. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed originals for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF GOSHEN, INDIANA
Goshen Redevelopment Commission**

PROPERTY OWNERS

By: _____
Becky Hutsell
Director of Redevelopment

By: _____
Jonathan Kenneth Hartshorn

Dated: _____

Patricia Hartshorn

Dated: _____

EXHIBITS:

- Exhibit A – Legal Description of Acquired Right-of-Way (Parcel 24, Project 1900739)
- Exhibit B – Right-of-Way Parcel Plat of Acquired Right-of-Way (Parcel 25, Project 1900739)
- Exhibit C – City Engineering Department Letter dated February 23, 2026

Exhibit A – Legal Description of Acquired Right-of-Way

EXHIBIT “A”

Project: 1900739
Parcel 24 – Fee Simple
Key No.: 20-11-14-452-003.000-015
Form: WD-1

Sheet 1 of 1

A part of Lot 2 in Shank’s Subdivision, being a part of the West Half of the Southeast Quarter of Section 14, Township 36 North, Range 6 East of the Second Principal Meridian in Elkhart Township, Elkhart County, Indiana, the plat of which is recorded in Plat Book 5, page 91 in the Office of the Recorder of said county, and being that part of the grantor’s land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked EXHIBIT “B”, described as follows: Beginning at the southwest corner of said lot and the southwest corner of the grantor’s land; thence North 1 degree 09 minutes 48 seconds West 25.00 feet along the west line of said lot and the west line of the grantor’s land; thence North 88 degrees 50 minutes 12 seconds East 160.00 feet parallel with the south line of said quarter section to the east line of said lot and the east line of the grantor’s land; thence South 1 degree 09 minutes 48 seconds East 25.00 feet along said east line to the southeast corner of said lot and the southeast corner of the grantor’s land; thence South 88 degrees 50 minutes 12 seconds West 160.00 feet along the south line of said lot and the south line of the grantor’s land, which line is parallel with the south line of said quarter section to the point of beginning, and containing 4,000 square feet, more or less.



All bearings in this description are based on a certain Location Control Route Survey plat recorded as Instrument Number 2023-04190.

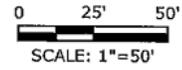
This description was prepared for the City of Goshen, Board of Public Works and Safety by Michael A. Wilson, Indiana Registered Land Surveyor, License Number LS22100008, on the 3rd day of April, 2023.



Exhibit B – Right-of-Way Parcel Plat

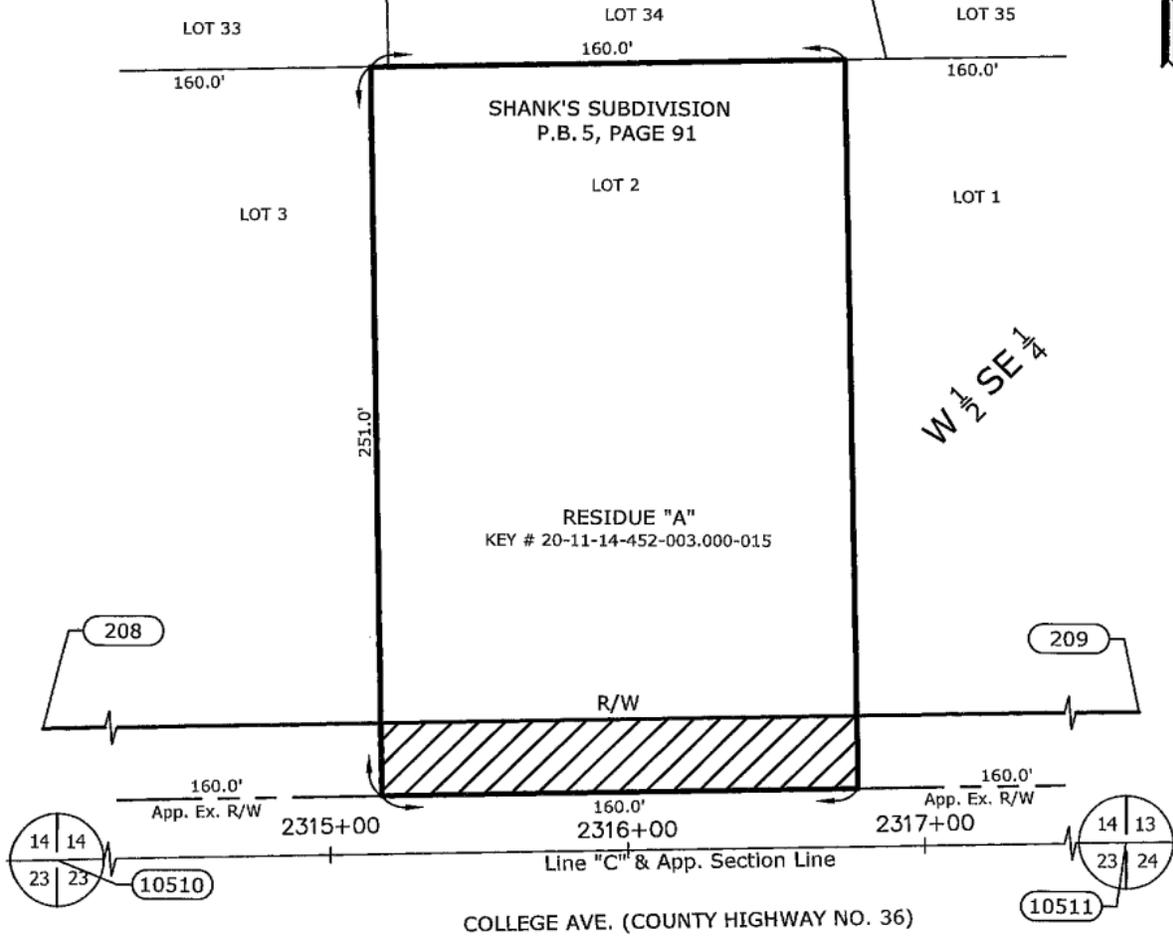
EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT
 Prepared for the City of Goshen, Board of Public Works & Safety
 by: AMERICAN

SHEET 1 OF 2



STRUCTUREPOINT
 INC.

SPRING BROOKE 6TH SECTION
 INST. 1997-21592
 P.B. 23, PAGE 82



HATCHED AREA IS THE APPROXIMATE TAKING	
OWNER: ROLLIN'-ACRES HOLSTEINS, LLC PARCEL: 24 CODE: N/A PROJECT: 1900739 ROAD: COLLEGE AVE. COUNTY: ELKHART SECTION: 14 TOWNSHIP: 36 NORTH RANGE: 6 EAST	DRAWN BY: SBW CHECKED BY: M.A. WILSON DES. NO.: 1900739
INSTRUMENT NUMBER 2008-26181, DATED OCTOBER 30, 2008	
THIS PLAT WAS PREPARED FROM PUBLIC DOCUMENTS AND NOT CHECKED BY A FIELD SURVEY.	

Exhibit C – Engineering Letter



Engineering Department CITY OF GOSHEN

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

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

February 23, 2026

Jonathan & Patricia Hartshorn
2513 College Avenue
Goshen, IN 46528

RE: CUSTOMER-OWNED POLE AND SERVICE REQUIRING RELOCATION OUT OF THE RIGHT-OF-WAY – COLLEGE AVENUE RECONSTRUCTION (JN 2019-0022) (DES NO. 1900739)

Dear Mr. and Mrs. Hartshorn:

The College Avenue Roadway Reconstruction project from US 33 to Century Drive involves the addition of a two-way left turn lane and a shared-use path along the north side of the road, among other improvements. Following required procedures, the City has acquired and cleared additional right-of-way along College Avenue. The next steps involve relocation of several utilities within the College Avenue corridor.

While finalizing relocation plans, NIPSCO Electric recently informed the City that there is a customer-owned pole and underground electric service within the right-of-way, serving 2513 College Avenue. From field inspection, it appears that this pole is the overhead service attachment point and meter base for the electric service to the property. As the pole and underground service are privately owned, NIPSCO will not move them as part of their relocation efforts. Relocation of the pole, a service disconnect and meter base, all required conduit and conductors on the pole, grounding, and any necessary modifications of the underground service would be the responsibility of the customer, following NIPSCO standards and all applicable codes. As an alternative, it is the City's understanding in discussion with NIPSCO, that a meter base, conduit and conductors extending below ground, and grounding may be installed at the house, again following NIPSCO standards and all applicable codes.

This letter serves as notice that the pole and underground service in question, highlighted in Figure 1 on the next page, will need to be relocated 30 feet to the north, outside of the right-of-way, or removed entirely if service equipment is established at the house. (Note: The tree shown in the foreground of Figure 1 has been removed.) Permits would need to be obtained from the City's Engineering and Building Departments. Following inspection by the City and acceptance from NIPSCO, service would be re-connected overhead to the relocated pole or underground to new service equipment at the house. The customer's electrician would need to coordinate with NIPSCO to minimize service disruption.

NIPSCO Electric has estimated that their relocation work will start sometime in early March, but service connections near 2513 College Avenue will occur later. Given their current schedule, the private pole and underground service will need to be moved and

February 23, 2026
Private Pole at 2513 College Avenue
Page 2

service equipment installed, inspected, and approved within the next 60 days, or by April 24, 2026.

Please feel free to contact the City of Goshen Engineering Department, or myself directly, at the contact information below. We would be happy to answer any questions, and to discuss the issue with you in more detail.

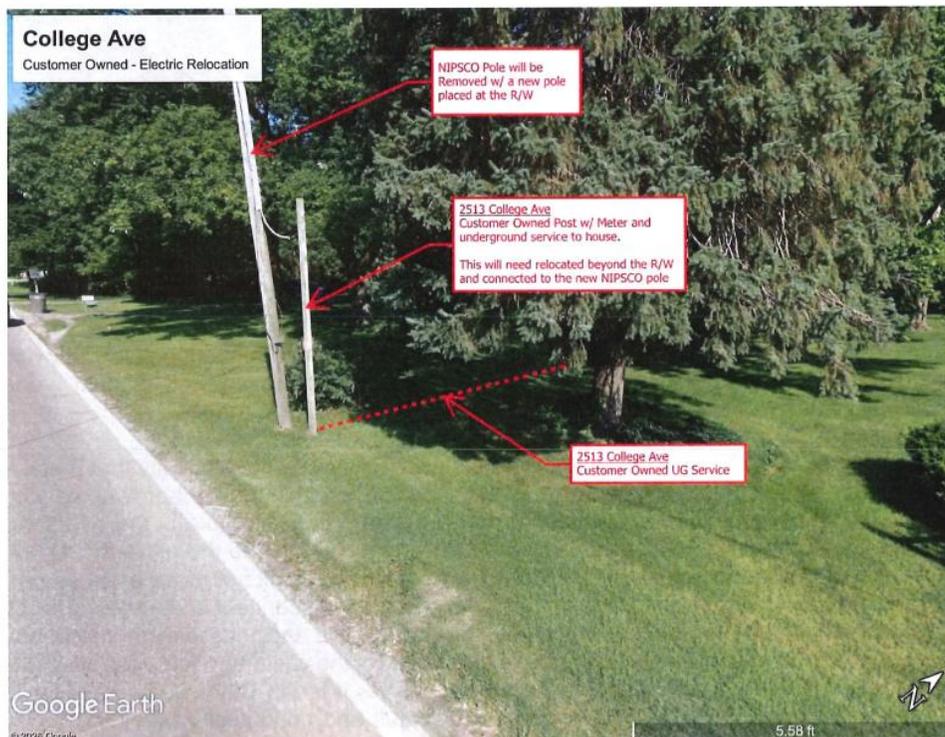


Figure 1. Customer-owned pole and underground service at 2513 College Avenue

Best Regards,

CITY OF GOSHEN

Andrew Lund

Andrew Lund
Project Manager
Office - 574.534.2201
Direct - 574.533.8622

cc: Brad Minnick, Civil City Engineer
Don Shuler, Assistant City Attorney

F:\Projects\2019\2019-0022_College Avenue - US 33 to Norfolk Southern Railroad\Correspondence & Emails\2026.02.20 Ltr to 2513 College Avenue re Private Electric Service Pole.docx

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 **February 11, 2026, through March 6, 2026**, and finds that entries are allowed in the total amount of **\$401,236.30**.

APPROVED on March 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: 93,450.00
162012	Invoice	3/12/2026	12/31/2025	1/30/2026	12/31/2025	3,750.00	0.00	0.00	0.00	3,750.00
CONSOLIDATED COURTS ROADWAY IMPRO... AP1ST - AP1ST						No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CONSOLIDATED COURTS ROADWAY IM...	N/A		0.00	0.00	3,750.00	0.00	0.00	0.00	3,750.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT				3,750.00	100.00%				
162014	Invoice	3/12/2026	12/31/2025	1/30/2026	12/31/2025	65,000.00	0.00	0.00	0.00	65,000.00
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	65,000.00	0.00	0.00	0.00	65,000.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				65,000.00	100.00%				
162631	Invoice	3/12/2026	2/13/2026	3/15/2026	2/13/2026	20,000.00	0.00	0.00	0.00	20,000.00
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	20,000.00	0.00	0.00	0.00	20,000.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				20,000.00	100.00%				
162632	Invoice	3/12/2026	2/13/2026	3/15/2026	2/13/2026	2,000.00	0.00	0.00	0.00	2,000.00
CHERRY CREEK UTILITY COORDINATION AP1ST - AP1ST						No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CHERRY CREEK UTILITY COORDINATION	N/A		0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				2,000.00	100.00%				
162709-18	Invoice	3/12/2026	2/19/2026	3/21/2026	2/19/2026	2,700.00	0.00	0.00	0.00	2,700.00
COLLEGE AVE PHASE 2 AP1ST - AP1ST						No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
COLLEGE AVE PHASE 2	N/A		0.00	0.00	2,700.00	0.00	0.00	0.00	2,700.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				2,700.00	100.00%				
Vendor: 0203093 - AMERICAN STRUCTUREPOINT, INC.										Vendor Total: 69,531.07
201413	Invoice	3/12/2026	2/17/2026	3/19/2026	2/17/2026	16,146.00	0.00	0.00	0.00	16,146.00
US 33 SANITARY SEWER PROJECT 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	
US 33 SANITARY SEWER PROJECT	N/A		0.00	0.00	16,146.00	0.00	0.00	0.00	16,146.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				16,146.00	100.00%				
201415	Invoice	3/12/2026	2/17/2026	3/19/2026	2/17/2026	39,997.50	0.00	0.00	0.00	39,997.50
US 33 UTILITY RELOCATION DESIGN		AP1ST - AP1ST	No							
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
US 33 UTILITY RELOCATION DESIGN	N/A		0.00	0.00	39,997.50	0.00	0.00	0.00	39,997.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				39,997.50	100.00%				
201592-46	Invoice	3/12/2026	2/19/2026	3/21/2026	2/19/2026	6,865.07	0.00	0.00	0.00	6,865.07
COLLEGE AVE PHASE 1		AP1ST - AP1ST	No							
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
COLLEGE AVE PHASE 1	N/A		0.00	0.00	6,865.07	0.00	0.00	0.00	6,865.07	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				6,865.07	100.00%				
201593	Invoice	3/12/2026	2/19/2026	3/21/2026	2/19/2026	402.50	0.00	0.00	0.00	402.50
QUIET ZONE MARION BRANCH		AP1ST - AP1ST	No							
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
QUIET ZONE MARION BRANCH	N/A		0.00	0.00	402.50	0.00	0.00	0.00	402.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS				402.50	100.00%				
201596-34	Invoice	3/12/2026	2/19/2026	3/21/2026	2/19/2026	6,120.00	0.00	0.00	0.00	6,120.00
COLLEGE AVE PHASE 3		AP1ST - AP1ST	No							
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
COLLEGE AVE PHASE 3	N/A		0.00	0.00	6,120.00	0.00	0.00	0.00	6,120.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				6,120.00	100.00%				

Vendor: [0200311 - BARKES, KOLBUS, & RIFE, LLP](#) Vendor Total: 44.40

DRS02192026	Invoice	2/12/2026	2/26/2026	3/28/2026	2/26/2026	44.40	0.00	0.00	0.00	44.40
828 E LINCOLN		AP1ST - AP1ST	No							
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
828 E LINCOLN	N/A		0.00	0.00	44.40	0.00	0.00	0.00	44.40	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4446-5-00-4390930	CONS RR/US33/OTHER SVCS & CHGS				44.40	100.00%				

Vendor: [0209958 - COMMERCIAL APPRAISAL SERVICES INC.](#) Vendor Total: 2,800.00

02182026	Invoice	3/12/2026	2/18/2026	3/20/2026	2/18/2026	2,800.00	0.00	0.00	0.00	2,800.00
APPRAISAL OF 65735 & 65753 SR 15 VACANT..		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	
APPRaisal OF 65735 & 65753 SR 15 VA... Distributions	N/A		0.00	0.00	2,800.00	0.00	0.00	0.00	0.00	2,800.00
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				2,800.00	100.00%				

Vendor: [0213876 - DONOHUE ASSOCIATES, INC.](#) Vendor Total: 307.50

14715-02	Invoice	3/12/2026	2/5/2026	2/5/2026	2/5/2026	307.50	0.00	0.00	0.00	307.50
WATER SYSTEM UPGRADE PHASE 1 DESIGN	AP1ST - AP1ST				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WATER SYSTEM UPGRADE PHASE 1 DES... Distributions	N/A		0.00	0.00	307.50	0.00	0.00	0.00	0.00	307.50
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				307.50	100.00%				

Vendor: [0212772 - EGIS BLN USA INC.](#) Vendor Total: 5,674.02

83963-27	Invoice	3/12/2026	2/10/2026	3/12/2026	2/10/2026	5,674.02	0.00	0.00	0.00	5,674.02
ENC BLACKPORT DRIVE RECONSTRUCTION	AP1ST - AP1ST				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ENC BLACKPORT DRIVE RECONSTRUCTI... Distributions	N/A		0.00	0.00	5,674.02	0.00	0.00	0.00	0.00	5,674.02
Account Number	Account Name	Project Account Key			Amount	Percent				
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS				5,674.02	100.00%				

Vendor: [0200583 - ELKHART CO. 4-H & AGRI EXPO. INC.](#) Vendor Total: 53,000.00

2/3/2026	Invoice	3/12/2026	2/3/2026	3/5/2026	2/3/2026	53,000.00	0.00	0.00	0.00	53,000.00
EAST COLLEGE AVE PHASE 2 ROW EASTMENT..	AP1ST - AP1ST				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
EAST COLLEGE AVE PHASE 2 ROW EAST... Distributions	N/A		0.00	0.00	53,000.00	0.00	0.00	0.00	0.00	53,000.00
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				53,000.00	100.00%				

Vendor: [0204706 - FLOOR MART CORP](#) Vendor Total: 3,137.51

21183-1	Invoice	3/12/2026	1/5/2026	2/4/2026	1/5/2026	3,137.51	0.00	0.00	0.00	3,137.51
309 E KERCHER FLOORING	AP1ST - AP1ST				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER FLOORING Distributions	N/A		0.00	0.00	3,137.51	0.00	0.00	0.00	0.00	3,137.51
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				3,137.51	100.00%				

Vendor: [0200013 - GOSHEN UTILITIES](#) Vendor Total: 86.79

311-2440-07 3/5/26	Invoice	3/12/2026	3/2/2026	4/1/2026	3/2/2026	86.79	0.00	0.00	0.00	86.79
309 E KERCHER	AP1ST - AP1ST				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	86.79	0.00	0.00	0.00	0.00	86.79
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				86.79	100.00%				

Payable Register

Packet: APPKT04649 - RDC 3-12-26

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
Vendor: 0201046 - MENARDS, INC										Vendor Total: 230.30
97069	Invoice	3/12/2026	2/5/2026	3/7/2026	2/5/2026	49.99	0.00	0.00	0.00	49.99
309 E KERCHER SHOWER REPAIR	AP1ST - AP1ST			No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
309 E KERCHER SHOWER REPAIR	N/A	0.00	0.00	49.99	0.00	0.00	0.00	49.99		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS			49.99	100.00%					
97113	Invoice	3/12/2026	2/6/2026	3/8/2026	2/6/2026	106.36	0.00	0.00	0.00	106.36
309 E KERCHER SHOWER REPAIR	AP1ST - AP1ST			No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
309 E KERCHER SHOWER REPAIR	N/A	0.00	0.00	106.36	0.00	0.00	0.00	106.36		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS			106.36	100.00%					
97224	Invoice	2/12/2026	2/9/2026	3/11/2026	2/9/2026	73.95	0.00	0.00	0.00	73.95
309 E FKERCHER DOOR LOCK PAINT	AP1ST - AP1ST			No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
309 E FKERCHER DOOR LOCK PAINT	N/A	0.00	0.00	73.95	0.00	0.00	0.00	73.95		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS			73.95	100.00%					

Vendor: 0200653 - NIBLOCK EXCAVATING, INC.										Vendor Total: 171,452.90
18	Invoice	3/12/2026	3/3/2026	4/2/2026	3/3/2026	171,452.90	0.00	0.00	0.00	171,452.90
CONSOLIDATED COURTS ROADWAY IMPRO...	AP1ST - AP1ST			No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
CONSOLIDATED COURTS ROADWAY IM...	N/A	0.00	0.00	171,452.90	0.00	0.00	0.00	171,452.90		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT			171,452.90	100.00%					

Vendor: 0207072 - NORFOLK SOUTHERN RAILWAY COMPANY										Vendor Total: 1,513.25
950056872	Invoice	3/12/2026	2/24/2025	3/26/2025	2/24/2025	1,513.25	0.00	0.00	0.00	1,513.25
COLLEGE AVE PHASE 1	AP1ST - AP1ST			No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
COLLEGE AVE PHASE 1	N/A	0.00	0.00	1,513.25	0.00	0.00	0.00	1,513.25		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS			1,513.25	100.00%					

Vendor: 0207700 - TRACEE NORTON										Vendor Total: 8.56
02232026	Invoice	3/12/2026	2/23/2026	3/25/2026	2/23/2026	8.56	0.00	0.00	0.00	8.56
309 E KERCHER	AP1ST - AP1ST			No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
309 E KERCHER	N/A	0.00	0.00	8.56	0.00	0.00	0.00	8.56		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS			8.56	100.00%					

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	23	401,236.30	0.00	0.00	0.00	401,236.30	0.00	401,236.30
	Grand Total:	401,236.30	0.00	0.00	0.00	401,236.30	0.00	401,236.30

Account Summary

Account	Name	Amount
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS	75,649.32
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS	6,263.16
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ	138,000.00
Total:		219,912.48

Account	Name	Amount
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS	6,076.52
4446-5-00-4390930	CONS RR/US33/OTHER SVCS & CHGS	44.40
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT	175,202.90
Total:		181,323.82



March 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

March 2026 Redevelopment Staff Report

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.

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. A "scoping agreement" is being presented for approval at this month's Commission meeting. Historically, full Development Agreements have been prepared very early on, resulting in several amendments as the project progresses in design. The scoping agreement details the general terms of the project, the requests from both sides and commits to negotiating with Struxture solely until either the end of this year or until we are ready for the development agreement to be approved with more secure details.

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

March 2026 Redevelopment Staff Report

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. NIPSCO Electric mobilized at the end and is beginning their utility relocation work. 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

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.

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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 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

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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

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				\$389,760	\$389,760	80.00%		\$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			\$4,570,810	\$4,377,050	59.47%		\$1,527,050	\$1,527,050	76.06%
<i>Note: Non-Participating construction costs reflect a possible water main replacement from 9th Street to 11th Street.</i>															