



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF May 12, 2026**

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

The Goshen Redevelopment Commission will meet on May 12, 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 Issue a Request for Proposals for Professional Services for the Construction Inspection of Maple City Industrial Park Street and Century Drive
- b. Request for Approval of an Agreement for The Row on the Millrace Development
- c. Request for Approval of a Consulting Agreement with Jeffrey Weaver
- d. Request for Approval of an Agreement with Abonmarche Consultants, LLC for the Public Infrastructure Work associated with The Row on the Millrace Development
- e. Lincoln Avenue "Restaurant Row" Project – Summary, Funding, and Authorization Request
- f. Request to Approve Change Order No. 7 for Steury Avenue & Lincoln Avenue Reconstruction & Drainage Improvements

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 – June 9, 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 Hessl, 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 April 14, 2026

The Goshen Redevelopment Commission met in a regular meeting on April 14, 2026, at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

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

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

Absent: Colin Yoder

Commissioner Yoder entered the meeting at 3:03 p.m.

CHANGES TO THE AGENDA

Becky Hutsell, Redevelopment Director, requested Resolution 02-2026; Interlocal Agreement with the County of Elkhart for Paving of County Road 40 which is part of the request listed in the agenda. Ms. Hutsell also requested to add the Request to Withdraw the Request for Development Assistance for 219 North Fifth Street.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to add the Resolution 02-2026 and the Request to Withdraw the Request for Development Assistance for 219 North Fifth Street to the agenda.

The motion was adopted unanimously.

APPROVAL OF MINUTES

A motion was made by Commissioner Graber and seconded by Commissioner Hessel to approve the minutes of March 10, 2026, regular meeting.

The motion was adopted unanimously.

Rosie Singh was present and stated that she wanted to withdraw her request for infrastructure assistance at 219 North Fifth Street, but before she did, she wanted some understanding. She expressed her concerns about how her request was handled at a prior meeting. She asked the Commission what makes her project different from others and the perceived inconsistency between treatment of for-profit vs. nonprofit projects. Ms. Singh stated that she was not asking to build my project, she is asking to bring the utilities to the project. Ms. Singh commented that now she will now be building a 2-plex instead of a 3-plex and hoped for a better collaboration in the future.

Commissioner Brett Weddell responded that he felt this request should have been discussed in an executive session first before a public meeting.

Commission members stated that they were not against the project but needed more clarity and had concerns about setting precedents and guarantees about repayment.

Discussion between Ms. Singh and Commission members regarding size of projects, other projects the commission has participated in and utility responsibilities.

Resolution 01-2026 – Amendment 2 to the Project Coordination Contract with the State of Indiana for Auxiliary Lanes on College Avenue from US 33 to the Norfolk Southern Railroad and Bicycle /Pedestrian Facilities for the Pedestrian Bridge Over Horn Ditch.

Andrew Lund, Project Manager, the amendment capturing increased MACOG funding and updated nondiscrimination language.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessl to approve Resolution 01-2026.

The motion was adopted unanimously.

NEW BUSINESS

Request for Approval of an Agreement Amendment with Walker Consultants for the Downtown Parking Study

Becky Hutsell, Redevelopment Director, this request is to provide additional services related to the Downtown Goshen Parking Study. The study was completed in late 2024, with the final report issued in January 2025 and following additional review and discussion, the City has requested updates and refinements to the report. Due to the time elapsed, Walker has proposed a remobilization and update effort to address these revisions. The work will be completed within approximately 30 days and the proposed fee for these additional services is a lump sum of \$3,750.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessl to approve the Agreement Amendment with Walker Consultants for the Downtown Parking Study.

The motion was adopted unanimously.

Resolution 02-2026 – Interlocal Agreement with the County of Elkhart for Paving of County Road 40

Becky Hutsell, Redevelopment Director, this agreement between the City of Goshen and Elkhart County for the improvement of County Road 40 extending from Dierdorff Road to U.S. Highway 33. This roadway traverses both City and County jurisdictions, and the agreement provides a framework for a coordinated project. The project consists of milling and asphalt overlay. Preliminary estimates please complete total project cost at \$294,114.75 with the city responsible

for 48% of total costs. The City's contribution is capped at \$170,000, with the final obligation determined by actual bid results and bid accounting.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve Resolution 02-2026.

The motion was adopted unanimously.

Request for Approval of a Contract with Niblock Excavating for the Maple City Industrial Park Roadway Reconstruction Project

Becky Hutsell, Redevelopment Director, this project includes the reconstruction of all industrial roadways located between Kercher Road and County Road 40 and from Dierdorff Road east to US 33. The project was publicly bid, and two bids were received. Niblock Excavating submitted the lowest responsive and responsible bid in the amount of \$3,751,616.10 and Phend & Brown submitted a bid of \$3,997,071.25. Although the project was not awarded Community Crossing Matching Grans (CCMG), the City has secured \$939,282.97 in remaining CCMG funds, reducing the Commission's portion. The contract establishes a substantial completion deadline of June 30, 2027.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessel to approve the request to approve a contract with Niblock Excavating for the Maple City Industrial Park Roadway Reconstruction Project.

The motion was adopted unanimously.

Request for Approval to Increase Funding Support for the Revised Estimate of Right-of-Way Acquisition for College Avenue Phase 2

Andrew Lund, Project Manager, College Avenue Phase 2 right-of-way costs are currently estimated at approximately \$320,000, which includes \$48,270 in right-of-way engineering and \$158,000 in estimated property compensation. Increases from the previous estimated total of \$89,600 due to several factors, including the need for additional acquisitions on the residential parcels on the south side for utility relocation; land required for re-alignment of County drainage; temporary right-of-way required on the west side of the railroad crossing; and temporary right-of-way for drive approaches and grading to maintain a 10-foot wide shared use path. The revised right-of-way costs have been communicated to MACOG. Potential long-term savings by moving the drainage outside of the roadway. A detailed summary was included in the packet.

A motion was made by Commissioner Graber and seconded by Commissioner Weddell to approve the request to increase funding and support for the revised estimate of right-of-way acquisition for College Avenue Reconstruction Phase 2.

The motion was adopted unanimously.

DISCUSSION

Appraisal & Disposition Options for 65735 & 65753 SR 15

Becky Hutsell, Redevelopment Director, these properties were acquired in anticipation of extending Waterford Mills Parkway west of SR 15. As that project is no longer being pursued, the parcels are now considered surplus. Staff have recently received public interest in the properties, prompting a review of their potential disposition. Each parcel was appraised individually for residential use, resulting in an average value of \$57,500 per parcel. When considered together, as a single site with potential commercial use, the combined parcels yielded an average appraised value of \$295,000. The properties are in the County; the City will not have control over the zoning decisions.

After discussion, the Commission agreed to move forward with marketing the parcels as commercial.

PROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve the Register of Claims of \$317,075.04.

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Andrew Lund, Project Manager, said the updated Blackport Reconstruction Project is now in the staff report. The Century Drive bids are expected in May.

OPEN FORUM

No one from the public or Commission spoke.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 4:13 p.m.

APPROVED on May 14, 2026

**GOSHEN REDEVELOPMENT
COMMISSION**

Brian Garber, President

Jonathan Graber, Secretary



**Department of Community Development
CITY OF GOSHEN**

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Memorandum

TO: Redevelopment Commission
FROM: Becky Hutsell, Redevelopment Director
RE: **Request for Authorization to Solicit Proposals for Construction Inspection Services**
DATE: May 12, 2026

Staff requests authorization to solicit proposals for professional Construction Inspection Services for the Maple City Industrial Park Reconstruction and Century Drive Reconstruction projects.

The requested services will provide construction oversight, documentation, testing coordination, pay application review, and project closeout support for both projects throughout the duration of construction activities extending through the end of the 2027 construction season.

Project scopes generally include roadway reconstruction, pavement replacement, milling, paving, curb and sidewalk improvements, ADA ramp installation, drainage improvements, and related infrastructure work associated with the Maple City Industrial Park streets and Century Drive from College Avenue to E. Kercher Road.

The Request for Proposals (RFP) has been prepared and establishes consultant qualifications, scope of services, evaluation criteria, and the selection process. Proposals are due May 21, 2026.

Staff also requests Redevelopment Commission volunteers to assist in reviewing proposals following the submission deadline and prior to a recommendation for award.

Requested Motion: *Move to authorize the solicitation of proposals for construction inspection services for the reconstruction of Century Drive and the roadways within the Maple City Industrial Park*



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May 1, 2026

Request for Proposals (RFP)

**Professional Services for the Construction Inspection of Reconstruction of
Maple City Industrial Park Streets and Century Drive**

PROJECT SUMMARY

The City of Goshen Redevelopment Commission is requesting proposals for Professional Services for Construction Inspection Services to provide oversight for the construction contracts associated with the Maple City Industrial Park Streets (Task A) and Century Drive, from College Avenue to E. Kercher Road (Task B). The project scopes are as follows:

Task A - full-depth pavement replacement, milling, pavement reinforcement, and asphalt paving of various city streets, including some curb, ADA ramps, sidewalk flatwork, striping, and other related work as required by the Project specifications and plans included in the Specifications and Contract Documents.

Task B - full roadway reconstruction of Century Drive from Kercher Road to College Avenue, including drive approaches, limited storm sewer and drainage improvements, and other related work as required by the Project specifications and plans included in the Specifications and Contract Documents.

The overall timeline for construction inspection services will be dependent on several factors, including availability of materials and the Prime Contractors' schedules, which is yet to be determined. Construction is anticipated to begin in or after August 2026 for Task A and will extend until work is substantially complete in June 2027. Niblock Excavating, LLC is the Prime Contractor for the Task A project, which was bid on April 2nd, 2026, and awarded on April 16th, 2026. The Century Drive project is scheduled to bid on Thursday, May 14th, 2026. The Task B project schedule is as follows: Phases 1 and 2 (Work on Century Drive from Eisenhower Drive to College Avenue) shall be completed no later than November 20, 2026. Phases 3 and 4 (Work on Century Drive from Eisenhower Drive to Kercher Road) shall be completed no later than October 1, 2027. The entire Project shall be substantially complete by October 1, 2027.

A copy of each set of bid plans are available upon request due to file size.

SCOPE OF SERVICES

For the duration of the Agreement, Consultant shall observe, track and document all construction activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement and per the following scope of services:

SECTION 1 – General Overview

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contracts such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the two (2) Construction Contracts.

Consultant shall observe the Contractor’s work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

Consultant shall report Field Change Order requests by Contractor to the City and provide a recommendation regarding requested changes to City staff.

Inform the City of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractors and the corrective action that has been directed to be performed by the Contractor.

Definitions

The following definitions will be used in this RFP:

Construction Superintendent – Person in the field responsible for all activities of the Contractor.

Contract Information Book (CIB) – The contract book with all City’s project requirements including the bid front end documents, technical specifications, and plans.

Design Engineer – Engineer who prepared the technical specifications and plans for the project.

Inspection Consultant – Consulting engineering firm responsible for the construction inspection services during the project.

Inspection Manager – Person in the consultant’s office responsible for construction inspection of the project, The Resident Project Representative, and all Inspectors.

Inspector – Person responsible for inspecting the contractor’s work activities under the direction of the RPR.

Resident Project Representative (RPR) – Lead Inspector responsible for all field inspection operations.

SECTION 2 – Project Initiation

2.1 Project Review

Consultant shall obtain all project documents required for the construction and inspection. In addition, Consultant will gather all documents referenced in the plans and specifications and thoroughly review the information. The following is a partial listing of necessary documents:

1. Geotechnical Report
2. Pavement Cores (if available)
3. INDOT Standard Specifications, as referenced in the Contract Documents
4. INDOT Supplemental Specifications
5. Utility Plans

Consultant should become completely familiar with all documents necessary for the inspection and construction of the project prior to commencement of construction.

The following are documents that the Consultant should obtain from the City and become more familiar with. The Documents will be available after the opening of bids:

1. Contractor’s Bid
2. Contractor’s Post-Bid
3. Contractor’s executed Agreement with the City
4. Bid tabulation for the project
5. Notice to Proceed (NTP)

Consultant shall notify City, in writing, as soon as possible if any problems or discrepancies are found during review of all the project documents.

2.2 Project Contact List

Consultant shall develop a list containing the name, address, telephone number, and email of all contact persons involved in the project. Consultant is to ensure that this list remains current throughout the project.

The list should contain, at a minimum, the following:

1. Consultant's Primary Construction Inspector
2. City's Project Inspector
3. City's Project Manager
4. City Engineer
5. Design Engineer
6. Construction Superintendents for each company awarded a contract
7. Construction Foremen for each company awarded a contract
8. Utility Company Representatives
9. Utility Company Emergency Numbers
10. City of Goshen Communications Coordinator
11. Emergency numbers for Police, Fire and Medical
12. Contractors' 3 emergency contact persons with phone numbers (Must be available 24 hours a day/7-days a week)

2.3 Project Status Checklist

After all documents are gathered and reviewed, and well in advance of construction, Consultant shall review the status of all required permits and approvals necessary for the successful execution of construction. The following is a partial list of items that should be determined:

1. All right-of-way has been cleared.
2. All utility agreements, easements and work plans are executed.
3. All City permits and approvals are obtained.
4. Indiana Department of Natural Resources (IDNR) Construction in a Floodway Permit is obtained (if required).
5. Stormwater Quality Control Plan is approved by the Elkhart County Soil & Water Conservation District.
6. Notice of Intent Letter is approved by the Indiana Department of Environmental Management (IDEM).
7. Section 404 Floodway Permit is obtained from the Army Corps of Engineers (if required).
8. Indiana Department of Environmental Management (IDEM) construction permit (if required).
9. Independent Assurance Testing Schedule is in place.
10. Contractors' staging and storage site locations are identified.
11. Dump site with City approval (inclusion in SWQCP/SWPPP, if required).
12. Right-of-Entry Agreements (if required).

2.4 Submittals

Consultant shall make a list of all submittals and shop drawings required for the project. This list shall be all-inclusive and clearly state the approving authority for each submittal except products that are previously approved or only need a certification. The list should be in standard form. Consultant shall receive, log, review and forward all submittals/shop drawings to the proper approving authority for review and approval; then distribute accordingly after receipt from approving authority. Consultant shall refer to this list during construction to make certain proper submittals have been made and approved prior to the commencement of work.

2.5 Field Visit

After the Contract Documents have been reviewed, and prior to the commencement of any utility installation, Consultant shall visit the project site and become familiar with existing site conditions. Consultant shall perform an onsite field check of the entire project with the project plans, note locations of key elements of the project, and become familiar with possible interferences with existing residences, businesses, pedestrian traffic, or the motoring public prior to the contractor starting work.

Consultant shall provide the City's Project Manager with a written inventory of damage observed during the survey. Still photographic or video records shall be required. Contractor will be responsible for performing their own separate survey and video prior to commencement of construction activities.

2.6 Inspection Kick-Off Meeting

After the documents and project status are reviewed and the field visit is complete, the Inspection Manager, RPR and Inspectors shall meet with the City to discuss the project. The meeting should include a discussion of the following:

1. Construction Inspection Agreement Review
2. Levels of authority of Inspectors, RPR, and City's Project Manager
3. Work Directive Changes and Change Order approval limits and procedures
4. Project Status Checklist
5. Procedure for dispute resolution
6. Procedure for dealing with complaints from the public
7. Forms to be used and timing of report submittals to City's Project Manager
8. Format for Construction Inspection Consultant's applications for payment
9. Attendees, location, date, and notices for Pre-Construction Meeting
10. Frequency (biweekly is strongly recommended) and expected attendees at progress meetings
11. Overview of Contract Documents
12. Submittal schedule and Submittal log
13. Oversight of record drawings (paper and electronic)
14. RPR/Inspectors shall always have a mobile telephone with them and the number shall be made available to Contractors' Superintendent/Foreman and Project Manager to respond quickly to questions concerning the project
15. Post-construction activities
16. Billing and invoicing procedures for the Contractors
17. Additional forms to be utilized

Minutes of the meeting shall be prepared by the RPR and distributed to all attendees of all meetings.

SECTION 3 – Pre-Construction Meeting

Prior to the start of any utility installation work, a mandatory Pre-Construction Meeting will be conducted. The Inspection Consultant RPR and City's Project Manager will conduct the meeting.

At a minimum, attendees at this meeting should include Contractors, Project Manager, all City departments involved with the project, Design Engineer, affected Utilities, Inspection Consultant RPR and PM. A typical agenda for this meeting will include, but not be limited to, the following items:

1. Introductions
2. State of Contracts (Bonds, Insurance, Notice to Proceed)
3. Completion Dates (Substantial and Final Completion) for each Contract with details regarding what defines each type of completion
4. Liquidated Damages
5. Contractor & subcontractor emergency contacts, phone numbers, and email addresses
6. City emergency and after-hours contacts
7. Schedule of Construction Operations
8. Schedule of Values

9. Right-of-Way (clear?)
10. Utility Information/Coordination
11. Subcontractors/Suppliers lists (Post-bid submittal)
12. Submittal of Shop Drawings & other materials
13. Contractors' Supervisory Personnel
14. OSHA and other Safety Regulations
15. Public Relations/Coordination with residents/property owners
16. Safety #1 (hard hats, safety shoes & vests/excavation, trench safety, dust control)
17. Contractor responsibilities prior to work (notification to property owners; notification of road closures to City, schools, trash collection, and mail delivery; existing conditions photos and/or video)
18. Material and testing requirements
19. Work Change Directive and Change Order procedures
20. Discussion of required permits and where displayed at job site
21. SWQCP/SWPPP Self Inspection Requirements
22. Prior written notification of non-regular work hours (weekend, holidays, overtime, etc.)
23. Progress Meetings
24. Transition to Operations/CEG (if applicable)
25. Review of specific City standards and specifications
26. Erosion and sediment control concerns

Prior to the Pre-Construction Meeting, Consultant shall send notices to City's representatives, Contractors, Design Engineer, and all applicable Utilities. The notice to the Contractor shall list all items the Contractor is required to bring to the meeting, such as their construction schedule, schedule of values, and emergency/after hour contact information. The RPR shall prepare a project specific agenda to distribute to all attendees at the Pre-Construction Meeting.

After the Pre-Construction Meeting, several procedural items should be completed by the Consultant:

1. A copy of the sign-in sheet should be distributed to all attendees.
2. Minutes of the meeting shall be prepared by the RPR and distributed to all invitees/attendees
3. Contact should be made with all the invitees that failed to attend the conference to see if they had any pertinent information.

SECTION 4 – Project Filing System

A project filing system shall be used for the construction project associated with this overall project. During the project kick-off meeting, the City's Project Manager and RPR will discuss and determine the specific number of files to be used and the specific method to be employed for the project. The filing system directory is included at the end of this section.

All files shall be kept with the RPR or at their office. RPR will be responsible for keeping all project files current, in an orderly condition, and available for inspection at any time by the City's Project Manager.

Current record drawings must be kept and maintained by the RPR. A set of current record drawings shall be available for the City's Project Manager at any time.

The filing system shall always be available electronically and available to the City. The method or software used shall be submitted with this Proposal and evaluated as such. The City uses Appia but remains open to other platforms for a Project Filing System.

SECTION 5 – Field Reports, Records and Daily Work

5.1 Field Observation

The RPR shall inform Contractor as soon as possible of any observed deficiency in the Contractor's work. The RPR nor any Inspectors shall NOT at any time recommend, suggest, or direct the means or

methods of construction of any portion of the Contractor’s work. The RPR nor any Inspectors shall NOT authorize substitutions of material; changes in alignment, location, or elevation; nor any other deviation from the project specifications and plans without prior authorization from the City.

The RPR and Inspectors shall be familiar with all current safety regulations, and all construction inspection activities shall be conducted in accordance with such pertinent regulations. Neither the RPR nor Inspector(s) shall be responsible for the safety procedures of the Contractor; however, they are responsible for reporting instances of unsafe practices to the City’s Project Manager and the Contractor. Such observations and to whom these observations are reported shall be indicated in the Inspector’s Daily Work Report.

5.2 Progress Meetings

The RPR shall conduct regular project Progress Meetings on-site or at the City’s office. The meetings shall be planned for a regular day and interval not exceeding one per month and are to be scheduled in Microsoft Outlook. Attendees shall include the RPR, City’s Project Manager, Construction Superintendent and any Superintendents for all major construction subcontractors, any appropriate utility company representatives, and the Design Engineer, if needed.

Each meeting should focus on the status of the major work elements of the project with respect to the construction schedule. The Construction Superintendent should submit at the meeting an updated progress schedule for the completion of construction of the project. The RPR shall keep minutes of the progress meetings and distribute the minutes to all attendees.

5.3 Inspectors Daily Report and other Project Forms

Each Inspector shall complete an Inspectors Daily Work Report (DWR) for each day’s work using the current standard set by the City or an approved equal by the City’s Project Manager.

At the end of each workday, all reports should be reviewed for accuracy, signed by the Inspector, and submitted to the RPR for incorporation into the Project Daily Work Report.

Each Inspector shall record on the Inspectors Daily Work Report the location and quantities of each material installed or delivered to the project site that day. This information will be used by the RPR to update the Daily Progress Record and ultimately to verify the Contractor’s application for payment. **The accuracy of this information is extremely important and shall be reviewed and agreed upon with the contractor on a daily basis.**

The Inspectors Daily Work Report shall include, but not be limited to, record of the following:

- Contractor’s personnel and all equipment on-site and whether each piece of equipment is being utilized
- The day’s weather
- The controlling construction operation
- Any occasion the Contractor failed to work, whether it be on their own account or due to an outside influence such as a utility. (If it is not the Contractor’s fault that they cannot work, place 0/8 in the “fraction of day workable” section.)
- Any sign(s) down or other deficiency(s) in traffic control devices, person(s) notified, and when repaired
- Detail of work performed that day and point out any problems encountered
- On projects having concrete curb, concrete pavement, concrete driveways, concrete sidewalk or concrete ramps, Inspectors shall measure the depth of the proposed pour prior to placement of concrete and shall record those depth measurements on the Daily Report giving the station number and/or home address of each depth measurement. Depth measurements shall be taken at a predetermined interval as agreed upon between RPR and City’s Project Manager. Spacing between depth measurements shall not be more than 50 feet or at each pour location.

- Depth measurements of compacted HMA courses during paving operations, with station number and/or home address of each measurement, and stage of compaction. Spacing between depth measurements shall not be more than 200-feet.
- General subsurface soil conditions, including any significant changes and relative elevation of any groundwater.
- Inspectors shall take date/time stamped digital photographs of key elements of work and all problems when they arise. Such photographs shall be electronically filed with a described location, date, name of Inspector, and the corresponding daily report number.
- Asphalt temperatures shall be taken and recorded in the Daily Work Report, as well as the delivery ticket of the load which the temperature was taken and location the load was placed.
- Discussions with Contractor personnel and topic discussed should be documented.
- Phone conversations and text messages of significance shall be documented.
- Visitors to the site with a summary of topics discussed shall be documented.
- Any accidents that occurred within the project limits shall be documented.

If you fill out the last daily report for the job, make a note of it. Typically, the last report will be the day all construction signs are removed.

DAILY REPORTS ARE TO BE DETAILED, BUT CONCISE. Details noted in the reports will be extremely important when trying to determine whether time extensions are justified, clarifying the cause of an accident or need to be utilized for legal purposes.

Dailies are to be submitted Monday through Friday whether the Contractor works (once work begins) and on weekends when work takes place, until the day of the last report. An exception to this is when a contract is suspended for a long length of time. In this situation, note on the last active Daily Report that work is suspended. Dailies will resume the day work starts again.

All completed Inspector Daily Work Report forms shall always be maintained in the project files by the RPR and available for review by the City’s Project Manager via electronic means.

5.4 Daily Work Report

The Project Daily Work Report is an extremely important document in the event a time extension or non-performance of the contractor is to be determined. The RPR shall record on the Project Daily Work Report, at a minimum, the following:

- Controlling Operation(s)
- Fraction of day workable on Controlling Operation(s) (fraction must never be ½)
- Non-workday and workday data
- Information relating to delays and/or Contractors’ progress

All information gathered from the Inspectors Daily Work Report is to be consolidated into the Project Daily Work Report. This report will track project progress and conditions for that particular day should there be more than one project operation being performed on the same day at multiple locations with multiple inspectors.

5.5 Daily Progress Record

The Daily Progress Record is a daily accounting of the quantities and locations of materials placed relative to each pay item of the construction contract. Each day, Inspectors submit to the RPR their daily reports showing the location and quantities of materials placed. From this information, the RPR updates the Progress Record.

The Daily Progress Record contains a separate listing of each pay item of the Construction Contract.

The Progress Record will be maintained daily and inspected by the City’s Project Manager at progress meetings.

5.6 Weekly Construction Reports

The RPR shall submit to the Project Manager a report outlining progress that has occurred on the project over the past week and a projection of work for the upcoming week. The reporting interval shall be weekly and discussed at the kick-off meeting.

Weekly reports shall cover a one-week period beginning on Sunday and ending on Saturday. The Weekly Construction Report shall identify the work in progress, controlling operation(s), projection of work for the upcoming week and the fraction of each workday that is workable.

Weekly reports shall be submitted to the City's Project Manager no later than the morning of Tuesday following the weekly reporting period.

Weekly reports should also include photos of the project progress, Daily Work Reports for the week, testing reports received and any other documentation crucial to the project.

Weekly reports shall highlight any testing anticipated for the upcoming week, including any water main flushing.

5.7 Field Notebooks

The RPR may maintain a series of Field Notebooks to record all information that cannot be shown in the Daily Work Reports. Each Field Notebook should be marked with the project name and number and should be sequentially numbered. The type of notebook and information to be recorded in the notebooks should be discussed at the kick-off meeting with the City's Project Manager.

Field notebooks are an important part of the Inspector's information recording system for the project. The following are typical recorded applications:

1. Structures as they are placed
2. Field survey which may be necessary
3. Record drawing information
4. Depth checks for subbase, forms, asphalt, etc.
5. Signage checks
6. Photo log
7. Field measurements, sketches for quantity computations

** All field notebooks shall be retained as part of the permanent final construction records for the project.*

SECTION 6 – Testing

Material testing, sampling, or material certification for all delivered and accepted materials is required for this project. Refer to project plans and specifications for additional information. The Contractor is responsible for all required sampling and testing.

The RPR shall perform the following contractual requirements:

1. Verify the required sampling and testing has been accomplished and the Contractor has provided materials certification for all delivered and accepted materials used in the project's construction.
2. Review the Contractor's test/certification results for accuracy and retain in the project file.
3. Questionable testing methods or results from the Contractor may warrant additional measures by the City to confirm compliance.

The RPR shall maintain a log showing required tests and dates these tests have been performed by Contractor. This log will become part of the Final Construction Record.

The RPR shall coordinate with the City's Project Manager and Contractor to ensure that access is available for City televising of sections of storm and sanitary sewers as soon as possible after completion.

SECTION 7 – TRAFFIC CONTROL

7.1 Checking of Construction Signs and Barricades

All signs and barricades on the project should be visually checked by the Consultant at the beginning and end of every day and within 4 hours after a major storm event. Any deficiencies in signage or barricades should IMMEDIATELY be addressed with the Contractor.

7.2 Notification of Road Closure or Restriction

The Consultant shall notify the City’s Project Manager of any additional road closures or restrictions required beyond the approved Traffic Control Plan. Notification shall be provided to the City no later than 4:00 pm on a Friday for approval of closures or restrictions by the Board of Public Works & Safety the following Thursday afternoon. The earliest closures or restrictions could begin is 5:00 pm on the day of the Board of Public Works & Safety meeting. Details are required when notification is provided including the duration of closure or restrictions and additional detours being implemented during the approved timeframe. Notification is to be provided in writing and, while not required to be to scale, drawings should adequately represent the intent of the traffic control modifications.

SECTION 8 – Contractor Application for Payment

The RPR and Contractor will agree on a daily basis to all pay item quantities prior to the Contractor submitting an application for payment.

The Contractor’s application for payment shall consist of one original supported with a Contractor’s Pay Estimate Form. Also included with each pay application shall be a partial lien waiver. The signature block and project information portion need only to appear on the last sheet.

The Contractor submits to the RPR their monthly quantities. RPR verifies the quantities for the Contractor’s application for payment, signs and dates it and submits one original to the City’s Project Manager for approval and processing.

The quantities shown on the Contractor’s Pay Application **must** match the Progress Record.

Additionally, for Task A, Goshen Engineering Department personnel shall perform the construction inspections services scope of work for the various city streets outside of Maple City Industrial Park, detailed as Section D of Attachment 1. The pay item quantities for Section D, totaling \$2,228,263.20, will be verified by Engineering staff within five business days of receipt of the Contractor’s application for payment. Disputed quantities will be identified and returned to the Contractor for further documentation and substantiation. Excluding the inclusion of the Goshen Engineering reviewed and verified of the Section D quantities and payment into the Contractor’s Application for Payment, the Consultant RPR shall have no direct responsibilities for Construction Inspection Services related to Section D Schedule of Pay Items and its related scope of work.

SECTION 9 – Change Order Procedures

9.1 Introduction

The statutory and regulatory constraints that govern the City of Goshen construction, as well as the uncertainties of the construction process, make it necessary that City contracts remain flexible to accommodate project needs.

The RPR and City’s Project Manager are responsible for implementation of a fair and effective change order and claims mitigation process. The RPR must be completely familiar with this process as stated herein and in the Contract Documents. The RPR must react promptly to requests and potential claims made by the Contractor to minimize unnecessary cost and time. The RPR must also promptly notify the Contractor of City-driven changes or City’s claims to minimize unnecessary cost and time. The RPR shall keep the City’s Project Manager fully aware of the status of all issues regarding changes in cost and/or time and copy the City’s Project Manager on all pertinent paperwork.

During the project, the Contractor may request information from the RPR. A Request for Information (RFI) or a Request for Clarification (RFC) is a written request issued by Contractor to the RPR requesting information or an interpretation relative to the project. The RPR should promptly respond in writing to such requests and have the City’s Project Manager approve all correspondence prior to sending to the Contractor. RPR shall keep a log of all RFIs and RFCs on the project.

A Field Order (FO) is a written instruction on a City-approved form issued by the RPR or the City’s Project Manager to the Contractor which orders minor changes in the work but does not involve a change in project cost or time. A Field Order is not a part of a Change Order as it does not involve changes in cost and/or time.

9.2 Changes Involving Cost and/or Time

Any modification to a construction contract that involves an increase or decrease in cost and/or time must be presented to the Board of Public Works for approval as a Change Order. Change Order procedures shall be discussed at the Pre-Construction Meeting.

The RPR shall maintain a current CO Summary Sheet showing the net effect on project cost and time and whether the change is foreseen or unforeseen.

SECTION 10 – Project Close-Out

The Following procedures shall be used for Close-Out of projects or Close-Out of a portion of a project, as approved by the City’s Project Manager. Final project close-out shall be discussed with all parties at the Pre-Construction Meeting.

10.1 Substantial Completion

After Substantial Completion for each project has been achieved, the RPR shall notify the City’s Project Manager and Contractor to schedule a Pre-Final walk-through inspection. Prior to the Pre-Final Inspection, the RPR shall complete a comprehensive inspection of the entire project and compile a pre-final punch list. The RPR shall also compile a list of items that need to be corrected but may fall outside of the contractor’s responsibility and provide these to the City’s Project Manager. The RPR shall prepare minutes of the Pre-Final walk-through inspection. At the Pre-Final Inspection, the RPR will take notes of issues discussed, including all attendees and any additional punch list items identified, and provide the Certificate of Substantial Completion form, to be signed by all parties. Following the walk-through, the RPR will send minutes of the inspection and an electronic copy of the Certificate of Substantial Completion with attached Pre-Final Inspection Punch List to all attendees.

10.2 Punch List

The Contractor shall complete or make all necessary corrections of all Pre-Final Punch List items before requesting a Final Inspection. The Final Inspection of the work with the City shall be scheduled as soon as schedules permit. The RPR shall prepare minutes of this inspection and notify the Contractor in writing of all particulars in which this inspection reveals work that remains incomplete or defective (Final Punch List). All Final Punch List items shall be completed to the City’s satisfaction, prior to the release of retainage but not later than the Final Completion date as amended by the Change Orders.

10.3 Final Quantities / Balancing Change Order

The project’s final quantities should be discussed at the Pre-Final Inspection. It is desirable for the RPR to have a draft of the Final Balancing Change Order for the Contractor’s review to begin the process of final closeout. When final quantities have been agreed upon, the RPR will prepare the Final Balancing Change Order for the project.

10.4 Project Record Drawings

The project red line Record Drawings (hard copy and electronic format compatible with AutoCAD 2020), O&M Manuals, Field Notebooks and any other deliverables required by the Contract Documents shall all become part of the Final Construction Record files assembled by the RPR.

During construction, the RPR shall oversee and verify that the Contractor is recording field measurements and conducting field surveys, as needed, to progressively prepare the red line markup record drawings. The red line mark ups shall be for any modification to the plans as bid. The RPR shall oversee Contractor’s “record drawing” mark ups throughout the project duration. Following receipt of final drawings from the Contractor(s), the RPR shall review the Final Record Drawings for accuracy.

1. Geometric revisions (additions or deletions) to the as-bid plans
2. Type of pipe installed from the specified Class
3. Changes in the size of pipe
4. Changes in the structure or casting type
5. Revisions to planned invert elevations
6. Existing infrastructure discovered during construction (i.e., field tile, storm sewers, manholes, etc.) that remain in place as well as any connections to the new construction
7. Revisions to planned drainage swales or ditches
8. Changes in the pavement thickness, composition, type, or limits
9. Revisions to permanent right-of-way or easements that will remain after the project
10. Traffic signal conduit/wiring revisions
11. Added sidewalks and ADA ramps
12. Shoulder widening, added turn lanes, pavement widening or narrowing
13. Changes to dimensions or thicknesses of walks, drives and/or ADA ramps

10.5 Contractors Final Completion and Payment

Final Completion is achieved when all Final Punch List items are complete, and all project documentation is received by the RPR from the Contractor. Below is a list of final documents required by the Contractor.

1. Certificate of Substantial Completion
2. Request for Release of Retainage Letter with separate invoice
3. Final Pay Application with separate invoice and subcontractor payment report
4. Property Release(s)
5. Consent of Surety to Final Payment with Power of Attorney
6. Maintenance Bond with Power of Attorney
7. Comparison of Original and Final Quantities

Contractor shall submit a pay application for all final quantities including all additional monies approved on the final Change Order.

10.6 Final Construction Records

The RPR shall assemble the following documents in hard copy form and submit to the City’s Project Manager a maximum of forty-five (45) calendar days after final completion. The following shall become part of the Final Construction Record:

1. Final Construction Records Checklist
2. Certificate of Substantial Completion
3. Final Change Order Summary Sheet
4. Final Change Order
5. Contractor Request for Retainage Letter
6. Contractors Final Application for Payment
7. Contractors Maintenance Bond with Power of Attorney
8. Contractors Consent of Surety to Final Payment with Power of Attorney
9. Property Release(s) (if applicable)
10. Contract Specifications, Plans, and Addenda
11. Contractors Bid Documents
12. Contractors Post-Bid Submittals
13. Bid Tabulation

14. Contractor’s Notice to Proceed
15. Contractor’s Submittals and Approvals
16. Inspection Kick-Off Meeting Minutes
17. Pre-Construction Meeting Minutes
18. Progress Meeting Minutes
19. Daily Work Reports
20. Weekly Construction Reports
21. Pay Estimates
22. Testing Reports
23. Construction Schedules
24. Correspondence
25. Requests for Information / Requests for Clarification
26. Executed Change Orders with all backup documentation.
27. Work Directive Change(s)
28. Request(s) for Proposal
29. Explanation of Overruns and Underruns
30. Material Tickets (concrete, B-Borrow, pipe, structure, aggregate, etc.). Each placed in separate manila envelope marked with the specific pay item no. and description material was used for.
31. “Red Line” Record Drawings in hard copy and electronic format compatible with AutoCAD 2019.
32. In addition to the above hard copies, a copy of all final construction records, “record drawings”, and Contract Documents submitted in searchable PDF format.

PERSONNEL

General Requirements

Provide qualified personnel necessary to efficiently and effectively fulfill its responsibilities under this Agreement. Requests for overtime shall be submitted in writing to the City’s Project Manager in advance unless required to address unforeseen issues.

Personnel Qualifications

Provide competent personnel qualified by experience and education. Submit to the City’s Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing, at a minimum, salary, education, and experience.

Staffing

Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final approvals. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the City has deemed the project complete. It is anticipated that one (1) full-time inspector will be needed immediately while a second part-time inspector will be required on a periodic basis, depending on Contractor operations.

Selected Consultant will be expected to minimize any overtime required for the project. Strategic scheduling is expected to avoid overtime in all instances. It is reasonable that unforeseen issues may arise, but care should be taken to avoid overtime and, as much as possible, notice shall be given to the City’s Project Manager if overtime is anticipated.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed seven (7) days maximum to demobilize, relocate, or terminate such forces. If Contractor operations remobilize due to the season or other factors, Consultant forces shall be given adequate time to remobilize to the site but no less than ten (10) days.

ITEMS PROVIDED BY THE CONSULTANT

Office Automation

Provide all software and hardware necessary to efficiently and effectively fulfill the responsibilities under this Agreement. At a minimum, a printer will be needed. Neither wired telephone or internet are required, but Consultant will be responsible for provided service to their on-site employees.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall always remain with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of the Agreement. Field office equipment should always be maintained and operational.

Vehicles

Vehicles will be equipped with appropriate safety equipment and must be able to effectively conduct requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

Field Equipment

Supply inspection and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of work.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall always be maintained and in operational condition.

Licensing for Equipment Operations

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the City, upon request.

PROPOSAL REQUIREMENTS

Firms wishing to be considered in the consultant selection process must submit three (3) copies of their technical proposal along with one (1) copy of the proposal electronically and one (1) separate sealed compensation package **no later than May 21, 2024, by 2:00 p.m. EDT.**

The complete proposal package shall be plainly marked as shown in the box below. A complete proposal package shall consist of two individual packages (envelopes) that are both placed within a single complete proposal package. The **first package** (three copies) shall contain the proposal transmittal letter and the firm's technical and qualification proposal, without the proposed compensation. A **second sealed** (one copy) shall also include the proposal transmittal letter, and the proposed compensation for the project. The single complete proposal package and each of the two individual packages shall be marked as shown in the box below.

<p>Becky Hutsell Redevelopment Director City of Goshen Redevelopment Department 204 East Jefferson Street, Suite 6 Goshen, Indiana 46528</p> <p>(Label as appropriate: COMPLETE PACKAGE, TECHNICAL AND QUALIFICATION PACKAGE, OR COMPENSATION PACKAGE)</p> <p>Project Name: _____</p> <p>Project No.: _____</p> <p>Submittal Date: _____</p> <p>Firm Name: _____</p>
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The proposal transmittal letter shall be on company letterhead signed by a person authorized to submit and sign a proposal, the firm name, address, telephone number, the name of the person authorized to submit/sign the proposal, and his/her title, telephone number, and e-mail address.

Proposals received after the designated time will not be considered in the selection process and will be retained unopened until after award. The City reserves the right to accept or reject any or all proposals and to waive informalities or irregularities in the selection process.

If it becomes necessary to revise any part of the Request for Proposal (RFP) or otherwise provide additional information, an addendum will be issued by the City and furnished to all firms that have received copies of the original Request for Proposal.

The City will not be liable for any costs incurred by the respondents in replying to this RFP. The City is not liable for any costs for work or services performed by the selected consultant prior to a written Notice to Proceed.

Requests for further information or questions regarding this Request for Proposal should be addressed only to the individual listed below. **UNAUTHORIZED CONTACT REGARDING THIS REQUEST FOR PROPOSAL WITH ANY CITY EMPLOYEE MAY RESULT IN DISQUALIFICATION.** Any oral communication will be considered unofficial and non-binding. Proposers shall rely only on written addenda issued by the individual listed below.

Becky Hutsell
Goshen Redevelopment Director
204 East Jefferson Street, Suite 6
Goshen, IN 46528
E-mail: beckyhutsell@goshencity.com

SELECTION PROCESS AND SCHEDULE

The proposals considered in the selection process will be evaluated by the Consultant Selection Advisory Committee (CSAC) according to the criteria and point system presented below. The committee members who evaluate the proposals will not be disclosed until after the recommendation for award is made and requires that consultants direct any questions to the Redevelopment Director.

The CSAC will preliminarily evaluate and rank the proposals utilizing the non-compensation evaluation criteria described below. The compensation proposals will then be opened and combined with the preliminarily ranked proposals and scored using the following methodology:

- a. The highest scoring quote/proposal on the non-compensation scoring will be given fifty (50) points, the second highest forty-five (45) points and the third highest forty (40) points. Any additional quotes/proposals selected for final consideration will be given thirty-five (35) points or less at the discretion of the scoring committee. If two of the (2) quotes/ proposals submitted have equal qualifications, both shall receive the higher point value.
- b. The formal quotes/ proposals will then be ranked from lowest cost to highest cost. The quote/proposal with lowest cost will be awarded fifty (50) points. The quote/proposal with the next lowest cost will be awarded forty-five (45) points unless the quote/proposal exceeds the lowest quote/proposal by more than five percent (5%). The quote/proposal will lose one (1) point for each percent (rounded to the nearest whole percent) that the cost of the quote/proposal exceeds the lowest quote/proposal. For example, if the second lowest quote/proposal exceeds the lowest quote/proposal by eleven percent (11%), the second lowest quote/proposal will receive thirty-nine (39) points. Each subsequent quote/proposal will be given points based on the percentage that its cost exceeds the cost of the lowest quote/proposal, but the points given shall not exceed forty-five (45) points.

Following selection of the highest rated Consultant, the City will negotiate contractual terms, level of effort and scope of services, and upon successful negotiations an award recommendation will be made to the Redevelopment Commission. Contract award will be made to the offeror whose proposal is determined in writing to be the most advantageous to the governmental body, taking into consideration price and the other evaluation factors set forth in the request for proposals. The City, because of time constraints and depending upon the thoroughness of the proposals, may at its sole option award a contract based upon the initial proposal submittal. Do not assume there will be an opportunity for submittal of additional information. Submit your proposal as if it were your “best and final offer”. The City will inform all Respondents of the City’s selection and the date of the anticipated Redevelopment Commission meeting to award the contract.

SCHEDULE

The following is the proposed schedule for this project:

May 1, 2026	Distribute RFP
May 21, 2026	Deadline for Receipt of Proposals
June 11, 2026	Board of Public Works and Safety Award
June 15, 2026	Notice to Proceed

PROPOSAL EVALUATION CRITERIA

The following information must be included in each Proposal and will form the basis of the evaluation (unless noted otherwise). The point number is the weight of each criterion. Interviews may be conducted to obtain additional information regarding the proposal.

When scoring proposals, the City intends to use the entire point range for each category. For example, the highest ranked proposal for “Project Management/Key Personnel” will receive 20 points, while the lowest ranked proposal for that category will receive 0 points. All other proposals will be scored between 0 and 25 points, based on their relative rank. The points are not intended to reflect the qualifications of the Consultant for that criterion, rather it is reflective of relative ranking. Zero points does not mean the firm is unqualified, rather it means they were lowest ranked.

DISCLAIMERS

This Request for Proposals does not commit the City to award a contract. The City reserves the right to accept or reject part of a proposal, any or all proposals received, to negotiate with qualified Respondents, or to cancel the RFP. The City reserves the right to alter, amend, or modify any provision of this RFP or the consultant selection process, or waive irregularities in procedures related to the RFP, at any time prior to the award of a Contract, if it is in the best interest of the City of Goshen to do so. The City reserves the right to evaluate proposals for a period of sixty (60) days before deciding which proposal, if any, to accept. Proposal prices shall be maintained throughout the evaluation period.

The City of Goshen reserves the right to make inquiries as deemed necessary of Respondents and their references and clients regarding qualifications and information submitted as part of their responses. The City may require the Respondent to submit additional data or information the City deems necessary to substantiate the costs presented by the Respondent. The City may also require the Respondent to revise one or more elements of its proposal in accordance with contract negotiations.

The City will not be liable for any costs incurred by the respondents in replying to this Request for Proposal. The City is not liable for any costs for work or services performed by the selected Respondent prior to award of the Contract. Total liability of the City of Goshen is limited to the terms and conditions of this request and any resulting Contract.

In the event the selected Respondent does not enter into the required agreement to conduct the purposes described in this RFP, the City of Goshen may commence negotiations with another Respondent.

PROJECT MANAGEMENT/KEY PERSONNEL – 20 Points

1. Provide the name and qualifications of the team proposed for the project, including the Resident Project Representative (RPR), Inspection Manager and any additional Inspectors. The RPR will be the primary contact for the City’s Project Manager. Include the RPR’s prior similar experiences on projects which best illustrate his/her expertise to perform the requested services. For any projects listed include the name and phone number of the owner’s representative in charge of the project.
2. Provide an organizational chart illustrating the relationship between the RPR, Inspection Manager, additional Inspectors and City’s Project Manager.
3. **FIRMS MUST HAVE AT MINIMUM NO LESS THAN THREE (3) CONTRACTS THAT HAVE BEEN FUNDED BY THE INDIANA FINANCE AUTHORITY IN THE PAST TWO (2) YEARS.**

PROJECT APPROACH – 25 Points

The proposed project approach should include the following:

- A statement of project understanding.
- A proposed schedule for critical path elements.
- A proposed level of effort document which includes:
 1. A listing of all major tasks.
 2. A detailed inventory of all proposed project personnel by task.
 3. Proposed hours for all project personnel by task.
 4. QA/QC effort.
 5. Modifications or expansions of tasks should be clearly delineated.
- The Consultant must list and describe all assumptions used in developing the level of effort document.

The City will closely scrutinize the proposed level of effort portion of the proposal. It is crucial that Consultants submit proposals that contain ample time and effort to perform adequate inspection as defined under this RFP. If, in review of the proposed level of effort, the City believes the Consultants have not submitted adequate time and effort, Consultants will be significantly penalized in terms of points received.

OVERALL QUALIFICATIONS OF FIRM/TEAM – 10 Points

Provide a brief description of the overall qualifications of your firm and project team. Provide examples (not more than three) of similar projects performed by your team within the last five (5) years. The examples should include the nature of your involvement in the project, any special environmental, political or technical problems involved in the project, how the problems were resolved, the name and phone number of the owner’s representative in charge of the project, the fee for the project, the total project cost, and when the project was performed.

PREVIOUS EXPERIENCE WITH THE CITY– 20 Points

These firms will be evaluated according to (1) Quality of Work, (2) Performance Against Schedule, and (3) Performance Against Budget. A maximum of five points will be awarded to firms based on these evaluations. If a firm has no previous experience with the City, five (5) points will be awarded. Firms with previous experience should provide a list of the City projects they have worked on.

COMPENSATION REQUIREMENTS – 15 Points

Present a **separate sealed package** with the proposal that is plainly marked, “Compensation Proposal to Accomplish General Scope of Services.” The compensation proposal shall include the complete package of the proposed inspection services.

Compensation proposals should include the following:

- Hourly rates for all expected staff to be provided for the project
- Overtime rates for all expected staff to be provided for the project
- Per diem construction trailer rates

CONSULTANT LOCATION – 10 Points

Provide the location of the office where the staff assigned to the project will be working.

GENERAL FORMAT

All proposals shall contain concise written material and illustrations. Legibility, clarity, and completeness are essential. All submittals must use 8-1/2” by 11” portrait format but may be supplemented using 8- 1/2” by 11” landscape or 11” by 17” illustrations. Twelve-point font shall be used. All submittals must have the following tabbed headings and be limited to the length indicated.

- Proposal transmittal letter
- Project Management/Key Personnel (4-page maximum)
- Project Approach (6 pages, recognizing that brevity and focus on the Approach to this project will be highly valued by the reviewers)
- Overall Qualifications of Firm/Team (4-page maximum)
- Previous Experience with the City (1-page maximum)

And in a second, sealed package:

- Compensation Requirements with manhour justification

The RFP and the successful Consultant’s proposal will become part of the contract. In the event of any conflict between the RFP and the Proposal, the RFP will govern. The successful Proposer is expected to enter a contract with the City.

Thank you for your time and effort on this proposal. If you have any questions, please feel free to call me at beckyhutsell@goshencity.com.

Sincerely,

CITY OF GOSHEN



Becky Hutsell
Redevelopment Director

CITY OF GOSHEN, INDIANA
PROJECT: 2026 Asphalt Paving Project B
PROJECT NUMBER: JN: 2026-0002

WORK ITEMS - BASE BID

Section A - Full Depth Pavement Replacement (MAPLE CITY INDUSTRIAL PARK)

Streets Included: Sourwood Drive, Elders Drive, Firethorn Drive, Maple City Drive and Linden Drive

This completed form must be included with the Contractor's Proposal for the above referenced Project. Transfer the sum of the work items for the Base Bid and Alternates, if any, to PART 2-PROPOSED CONTRACT PRICE.

Contractor Name:					
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	TOTAL COST
1	Mobilization and Demobilization	1	LSUM	60,000.00	60,000.00
2	Construction Engineering	1	LSUM	10,000.00	10,000.00
3	Temporary Maintenance of Traffic	1	LSUM	2,500.00	2,500.00
4	Erosion Control	1	LSUM	4,500.00	4,500.00
5	Pavement Removal (All Types)	23,650	SYD	10.80	255,420.00
6	Concrete Curb Removal (All Types)	30	LFT	12.50	375.00
7	Common Excavation (Undistributed)	300	CYD	30.00	9,000.00
8	No. 2 Limestone or Recycled Concrete (Undistributed)	100	TONS	80.00	8,000.00
9	Full Depth Patching (Undistributed)	100	SYD	85.00	8,500.00
10	Mailbox Removal/Reinstall	2	EA	325.00	650.00
11	Linear Grading	1	LSUM	65,000.00	65,000.00
12	Concrete Curb (All Types)	30	LFT	62.50	1,875.00
13	1.5" HMA, Type B, Surface, 9.5 mm	2,050	TONS	115.00	235,750.00

CITY OF GOSHEN, INDIANA
PROJECT: 2026 Asphalt Paving Project B
PROJECT NUMBER: JN: 2026-0002

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	TOTAL COST
14	2.0" HMA, Type B, Binder, 12.5 mm	2,735	TONS	92.50	252,987.50
15	4.0" HMA Type B, Base, 19.0 mm	5,725	TONS	82.50	472,312.50
16	Tack Coat	3	TONS	0.05	0.15
17	No. 53 Crushed/Recycled Concrete, Compacted or INDOT Compacted Aggregate, No. 53	8,585	TONS	31.50	270,427.50
18	TENSAR NX750 Geogrid or Approved Equal	23,650	SYD	8.10	191,565.00
19	4.0" Aggregate Shoulder, No. 73 Limestone (12" Wide)	200	TONS	75.00	15,000.00
21	4.0" No. 73 Limestone (Driveway Restoration)	25	TONS	85.00	2,125.00
22	Manhole Chimney Reconstruction	1	EA	1,750.00	1,750.00
23	Valve Box Adjustment	1	EA	225.00	225.00
24	Thermoplastic, White, Single Line, 4" (Grooved)	1,050	LFT	1.75	1,837.50
25	Landscape Restoration	1	LSUM	3,250.00	3,250.00
SECTION A - TOTAL BASE BID =					\$1,873,050.15

CITY OF GOSHEN, INDIANA
PROJECT: 2026 Asphalt Paving Project B
PROJECT NUMBER: JN: 2026-0002

Section B - Full Depth Pavement Replacement (MAPLE CITY INDUSTRIAL PARK)

Streets Included: Corrie Drive

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	TOTAL COST
26	Mobilization and Demobilization	1	LSUM	28,500.00	28,500.00
27	Construction Engineering	1	LSUM	5,000.00	5,000.00
28	Temporary Maintenance of Traffic	1	LSUM	2,500.00	2,500.00
29	Erosion Control	1	LSUM	2,500.00	2,500.00
30	Pavement Removal (All Types)	10,055	SYD	10.50	105,577.50
31	Linear Grading	1	LSUM	30,000.00	30,000.00
32	Concrete Sidewalk, 4"	8	SYD	82.50	660.00
33	Concrete ADA Ramp w/ Truncated Domes	3	SYD	550.00	1,650.00
34	1.5" HMA, Type B, Surface, 9.5 mm	875	TONS	115.00	100,625.00
35	2.0" HMA, Type B, Binder, 12.5 mm	1,165	TONS	92.50	107,762.50
36	4.0" HMA Type B, Base, 19.0 mm	2,325	TONS	82.50	191,812.50
37	Tack Coat	2	TONS	0.05	0.10
38	No. 53 Crushed/Recycled Concrete, Compacted or INDOT Compacted Aggregate, No. 53	3,650	TONS	31.50	114,975.00
39	TENSAR NX750 Geogrid or Approved Equal	10,055	SYD	8.10	81,445.50
40	4.0" Aggregate Shoulder, No. 73 Limestone (12" Wide)	170	TONS	75.00	12,750.00
41	4.0" No. 73 Limestone (Driveway Restoration)	40	TONS	85.00	3,400.00
42	Manhole Chimney Reconstruction	1	EA	1,750.00	1,750.00
43	Valve Box Adjustment	6	EA	225.00	1,350.00

CITY OF GOSHEN, INDIANA
PROJECT: 2026 Asphalt Paving Project B
PROJECT NUMBER: JN: 2026-0002

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	TOTAL COST
44	Thermoplastic, White, Single Line, 4" (Grooved)	5,955	LFT	1.75	10,421.25
45	Landscape Restoration	1	LSUM	1,650.00	1,650.00
SECTION B - TOTAL BASE BID =					\$804,329.35

CITY OF GOSHEN, INDIANA
PROJECT: 2026 Asphalt Paving Project B
PROJECT NUMBER: JN: 2026-0002

Section C - Full Depth Pavement Replacement (MAPLE CITY INDUSTRIAL PARK)

Streets Included: Hackberry Drive

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	TOTAL COST
46	Mobilization and Demobilization	1	LSUM	27,500.00	27,500.00
47	Construction Engineering	1	LSUM	5,000.00	5,000.00
48	Temporary Maintenance of Traffic	1	LSUM	2,500.00	2,500.00
49	Erosion Control	1	LSUM	13,250.00	13,250.00
50	Pavement Removal (All Types)	13,515	SYD	10.50	141,907.50
51	Linear Grading	1	LSUM	40,000.00	40,000.00
52	1.5" HMA, Type B, Surface, 9.5 mm	1,170	TONS	115.00	134,550.00
53	2.0" HMA, Type B, Binder, 12.5 mm	1,560	TONS	92.50	144,300.00
55	4.0" HMA Type B, Base, 19.0 mm	3,270	TONS	82.50	269,775.00
56	Tack Coat	2	TONS	0.05	0.10
57	No. 53 Crushed/Recycled Concrete, Compacted or INDOT Compacted Aggregate, No. 53	4,905	TONS	31.50	154,507.50
58	TENSAR NX750 Geogrid or Approved Equal	13,515	SYD	8.10	109,471.50
59	4.0" Aggregate Shoulder, No. 73 Limestone (12" Wide)	325	TONS	75.00	24,375.00
60	4.0" No. 73 Limestone (Driveway Restoration)	15	TONS	85.00	1,275.00
61	Manhole Chimney Reconstruction	2	EA	1,750.00	3,500.00
62	Valve Box Adjustment	3	EA	225.00	675.00
63	Landscape Restoration	1	LSUM	1,650.00	1,650.00
SECTION C - TOTAL BASE BID =				\$1,074,236.60	

CITY OF GOSHEN, INDIANA
PROJECT: 2026 Asphalt Paving Project B
PROJECT NUMBER: JN: 2026-0002

Section D - Full Depth Pavement Replacement, Mill and Pave, and Concrete Mill and Pave Street Sections

Streets Included: Congress Drive, Independence Drive, Hawthorne Drive, Mt. Vernon Drive, Yorktown Drive, Revere Drive, Lexington Drive, Chicago Avenue, College Avenue, Monroe Street, Park West Drive, Parkwood Court, and Tanglewood Drive

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	TOTAL COST
64	Mobilization and Demobilization	1	LSUM	75,000.00	75,000.00
65	Construction Engineering	1	LSUM	20,000.00	20,000.00
66	Temporary Maintenance of Traffic	1	LSUM	25,000.00	25,000.00
67	Erosion Control	1	LSUM	13,250.00	13,250.00
68	Pavement Removal (All Types)	13,136	SYD	10.50	137,928.00
69	2.5" Milling, Asphalt Pavement	18,318	SYD	3.00	54,954.00
70	2.5" Milling, Concrete Pavement	7,969	SYD	3.25	25,899.25
71	Concrete Curb Removal (All Types)	820	LFT	12.50	10,250.00
72	Common Excavation (Undistributed)	300	CYD	30.00	9,000.00
73	No. 2 Limestone or Recycled Concrete (Undistributed)	100	TONS	80.00	8,000.00
74	Full Depth Patching (Undistributed)	100	SYD	85.00	8,500.00
75	Mailbox Removal/Reinstall (Undistributed)	1	EA	325.00	325.00
76	Linear Grading, Chicago Avenue	1	LSUM	15,000.00	15,000.00
77	Linear Grading, College Avenue	1	LSUM	15,000.00	15,000.00
78	Linear Grading, Monroe Street	1	LSUM	20,000.00	20,000.00
79	Concrete Curb (All Types)	820	LFT	62.50	51,250.00
80	Valve Box Adjustment	10	EA	225.00	2,250.00

CITY OF GOSHEN, INDIANA
PROJECT: 2026 Asphalt Paving Project B
PROJECT NUMBER: JN: 2026-0002

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	TOTAL COST
81	Manhole/Catch Basin Chimney Reconstruction	49	EA	1,750.00	85,750.00
82	Concrete Sidewalk, 4"	290	SYD	82.50	23,925.00
83	Concrete ADA Ramp w/ Truncated Domes	225	SYD	550.00	123,750.00
84	Concrete ADA Ramp wo/ Truncated Domes	55	SYD	180.00	9,900.00
85	Sidewalk Elimination and Restoration	15	SYD	165.00	2,475.00
86	Commercial Concrete Approach, 9"	112	SYD	175.00	19,600.00
87	1.5" - 2.5" HMA, Type B, Surface, 9.5 mm	4,955	TONS	115.97	574,631.35
88	2.0" HMA, Type B, Binder, 12.5 mm	1,525	TONS	96.50	147,162.50
89	4.0" HMA Type B, Base, 19.0 mm	3,040	TONS	85.00	258,400.00
90	Tack Coat	40	TONS	0.05	2.00
91	No. 53 Crushed/Recycled Concrete, Compacted or INDOT Compacted Aggregate, No. 53	4,770	TONS	31.50	150,255.00
92	TENSAR NX750 Geogrid or Approved Equal	8,136	SYD	8.10	65,901.60
93	TENSAR HX145 Geogrid or Approved Equal	5,000	SYD	4.00	20,000.00
94	Petromat Enviro	26,287	SYD	6.00	157,722.00
95	Traffic Signal Loops and Boxes - Chicago and Lincoln	1	LSUM	12,500.00	12,500.00
96	Traffic Signal Loops and Boxes - Chicago and Pike	1	LSUM	11,500.00	11,500.00
97	Traffic Signal Loops and Boxes - Collage and Main/SR15	1	LSUM	11,500.00	11,500.00
98	Thermoplastic, White, Arrow	14	EA	295.00	4,130.00
100	Thermoplastic, White, RR Crossing	1	EA	1,350.00	1,350.00

CITY OF GOSHEN, INDIANA
PROJECT: 2026 Asphalt Paving Project B
PROJECT NUMBER: JN: 2026-0002

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	TOTAL COST
101	Thermoplastic, White, Stop Bar, 24"	250	LFT	17.50	4,375.00
102	Crosswalk, Zebra, 24"	555	LFT	16.50	9,157.50
103	Thermoplastic, White, Single Line, 4" (Grooved)	620	LFT	1.75	1,085.00
104	Thermoplastic, Yellow, Single Line, 4" (Grooved)	2,300	LFT	1.75	4,025.00
105	Thermoplastic, White, Single Line, 6" (Grooved except for crosswalk lines)	640	LFT	4.00	2,560.00
106	Landscape Restoration	1	LSUM	35,000.00	35,000.00
SECTION D - TOTAL BASE BID =				\$2,228,263.20	

SECTION A, B, C, AND D TOTAL BASE BID = (Transfer to PART 2 - PROPOSED CONTRACT PRICE)	\$5,979,879.30
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**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 an Agreement for The Row on the Millrace Development
DATE: May 12, 2026

Project Overview

The Row on the Millrace is a proposed residential townhome development located along River Race Drive between West Purl Street and West Monroe Street. The project includes three residential structures containing eighteen townhome units and represents approximately \$9 million in private investment.

The Goshen Redevelopment Commission previously approved a Development Agreement with TROT, LLC for the sale and development of the property and for the completion of associated public infrastructure improvements necessary to support the project.

Since approval of the original agreement, the developer has continued working with City staff through the Technical Review process to refine the site design, utility coordination, grading, landscaping, and overall project layout. The amended agreement reflects the refined development plans and updated project schedule resulting from that process.

Purpose of the Amendment

The amended agreement primarily updates project schedules, development exhibits, and investment figures to reflect the current status of the project and the finalized site plans submitted through Technical Review. The amendment does not substantially change the overall redevelopment goals of the project or the City's previously identified infrastructure obligations.

Key updates within the amendment include:

- Updating the anticipated private investment to approximately \$9 million
- Updating the development exhibits to include finalized site construction plans, plats, and renderings
- Extending the closing deadline to August 1, 2026
- Updating project construction milestones and phasing timelines
- Revising mortgage and investment thresholds associated with the development agreement

The amended agreement also formally incorporates the refined site plans and exhibits prepared through the City review process, including updated construction plans, landscaping plans, subdivision plats, and architectural renderings.

Development & Infrastructure Coordination

Throughout the review process, the developer has continued coordinating with City staff to ensure the project appropriately fits the site and aligns with City engineering, utility, and infrastructure requirements.

The amended agreement maintains the City's commitment to complete supporting public infrastructure improvements associated with the development, including:

- Water service abandonment and replacement
- River Race Drive reconstruction
- Sidewalk and curb improvements
- Sanitary sewer modifications
- Stormwater coordination and associated public infrastructure work

Staff intentionally delayed advancement of the public infrastructure bidding process until the private development plans were substantially finalized in order to ensure all public improvements properly align with the approved site layout and final engineering plans.

Why This Amendment is Necessary

The original agreement was approved prior to completion of the full Technical Review process. As the project evolved, additional coordination and refinement were necessary to address site constraints, utility layouts, grading, landscaping, and development details.

The amended agreement allows the project documents and schedules to accurately reflect the current development plans while maintaining the overall redevelopment intent of the original agreement.

Approval of the amendment will allow the project to continue moving toward construction and infrastructure implementation this year.

Requested Motion: *Move to approve the Amended Agreement for the Sale, Purchase and Development of Real Estate between the Goshen Redevelopment Commission, the City of Goshen Board of Public Works and Safety, and TROTM, LLC for The Row on the Millrace development project.*

AMENDED AGREEMENT FOR THE SALE, PURCHASE AND DEVELOPMENT OF REAL ESTATE

THIS AMENDED AGREEMENT, is made and entered into this May 12, 2026, by and between City of Goshen, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission and Board of Public Works and Safety, hereinafter referred to as “Redevelopment,” and TROTM, LLC, an Indiana domestic limited liability company, hereinafter referred to as “Purchaser.”

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

WHEREAS, Purchaser intends to construct three (3) residential structures consisting of six (6) townhomes per structure, with anticipated square footage of at least two thousand five hundred (2,500’) per townhome, with an anticipated capital investment of approximately Nine Million Dollars (\$9,000,000.00) (the “Project”);

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

REAL ESTATE

The subject real estate is described as follows:

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

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

CONSIDERATION FOR PURCHASE AND DEVELOPMENT

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

subject real estate to Purchaser upon Purchaser obtaining all zoning approvals, by no later than August 1, 2026.

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

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

REDEVELOPMENT LIEN

Redevelopment will retain a mortgage in the amount of Two Million Dollars (\$2,000,000.00) to insure that Purchaser makes the agreed to investment in the real estate. At the time of the sale of a developed parcel of real estate Redevelopment will release the mortgage so that the parcel can be sold free and clear of the mortgage. If Purchaser transfers any undeveloped parcel of the real estate to Redevelopment, Redevelopment agrees to release the mortgage as to the portion of the real estate transferred. Additionally, Redevelopment agrees to subordinate its mortgage to allow Purchaser to acquire financing for the project so long as such financing is used solely for this development.

Once Purchaser has invested Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) into the real estate, Redevelopment will completely release its mortgage. Purchaser shall submit a certified report, prepared by a licensed accountant or financial professional, verifying that Purchaser has invested the minimum of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) into the Project and subject real estate prior to Redevelopment releasing its mortgage entirely. The investment verification shall include documentation of hard and soft costs such as construction materials, labor, engineering, architectural services, and other directly related expenses.

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

OBLIGATIONS OF REDEVELOPMENT

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

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

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

OBLIGATIONS OF PURCHASER

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

1. Purchaser agrees to develop a site plan and construct building and improvements consistent with the Purchaser's Site Construction Plans for The Row on the Millrace, dated April 20, 2026 and attached hereto as Exhibit B, Purchaser's Primary Plat attached hereto as Exhibit C, and generally consistent with the Purchaser's Renderings, attached hereto as Exhibit D.
2. Construct all building water lines and building sewer lines necessary to provide water and sewer service to each building constructed.
3. Comply with all applicable federal, state and local laws including all building codes and ordinances, all applicable zoning, and subdivision ordinances and all city engineering policies and standards.
4. Submit final site plans and architectural plans to Redevelopment Commission and obtain the Commission's approval before commencing construction. Approval will not be unreasonably withheld by the Commission.
5. Retention of stormwater by a method approved by city engineering department or otherwise consistent with this Agreement.

INFRASTRUCTURE CONSTRUCTION REQUIREMENTS

1. Water building lines, sewer building lines, sidewalks, and other appurtenant facilities, shall be constructed in accordance with detailed plans and specifications approved in advance of construction by the Goshen City Engineer and the Goshen Board of Public Works and Safety.
2. Redevelopment and Purchaser each agree to execute all deeds of easements, rights of way or other documents that are reasonably necessary, desirable or appropriate to further the development of the subject real estate and to provide for the future maintenance of the City of Goshen's water mains, sewer mains, streets and sidewalks.
3. All easements and rights of way obtained shall be recorded in the office of the Recorder of Elkhart County, State of Indiana.
4. City of Goshen will supply each residential building constructed on the subject real estate with water and sewer services to the property line upon the completion of the

sewer building lines and water building lines necessary to provide the subject real estate with water and sewer services, but only if Purchaser constructs, at Purchaser's expense or otherwise consistent with this Agreement, water and/or sewer building lines from each building to be serviced to the existing water main or sewer main. Such building lines must be constructed in accordance with specifications reasonably approved by the Goshen City Engineer.

5. All new buildings constructed on the subject real estate shall be connected to the City's sewer system and water system at the expense of the purchaser of the subject real estate before the building is occupied.

PHASING AND DUTY TO DEVELOP

Purchaser will construct the exterior and the framework of the first structure, said structure consisting of at least fifteen thousand square feet (15,000 sq.ft.) on or before May 1, 2027. Timing of the construction of the remaining structures will be based on demand, except all three (3) structures and all eighteen (18) townhomes must be constructed by July 1, 2029.

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

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

LANDSCAPING REQUIREMENTS

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

CLOSING

The closing to transfer ownership of the subject real estate to Purchaser shall occur on or before August 1, 2026, subject to Purchaser obtaining all necessary zoning approvals for development of the subject real estate. The closing deadline may be extended by agreement of both parties. Parties will equally share the costs of the closing agent.

TITLE INSURANCE

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

WARRANTIES

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

POSSESSION OF REAL ESTATE

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

RISK OF LOSS

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

PURCHASER'S WARRANTIES AND REPRESENTATIONS

1. Purchaser will construct buildings and infrastructure on the subject real estate in accordance with detailed plans submitted to Redevelopment for review and comment by Redevelopment prior to construction. Purchaser's construction will comply with all applicable federal, state and city statutes including building codes, subdivision ordinances, zoning ordinances, environmental rules and regulations. This agreement

shall not be construed to limit Purchaser's right to petition and obtain zoning variances as it deems necessary.

2. The person signing this agreement warrants that such person has full lawful right, power and authority to execute and deliver this agreement to Redevelopment and has the authority to obligate TROTM, LLC to carry out the terms and conditions of this agreement.

DEFAULT AND REMEDIES

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

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

Upon the occurrence of any event of default by the Purchaser, Redevelopment shall notify Purchaser in writing of the alleged default and shall demand performance to remedy the default. The Purchaser shall then proceed to remedy or cure such default with thirty (30) days after receiving the notice. If Redevelopment gives notice of a default of a nature that cannot be reasonably cured within the thirty (30) days, then no breach of this agreement shall be deemed to have occurred so long as the Purchaser, following notice by Redevelopment, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to cure the same within a reasonable period. In addition, no default shall have been deemed to have occurred if and so long as the Purchaser shall be delayed in or prevented from curing any default as a result of an unavoidable delay. An unavoidable delay shall mean any delay caused by reason of power outages, fire, acts of God, significant economic dislocations such as inflationary pressures, market collapses, or other unforeseen economic conditions that render performance commercially impracticable, or other reasons beyond Purchaser's control and not avoidable by reasonable diligence. Following any default by the Purchaser for which the Purchaser does not diligently pursue a cure, Redevelopment may institute and exercise any and all proceedings and remedies permitted by law or equity.

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

AMENDMENT

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

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

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

MISCELLANEOUS

1. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
2. In the event that legal action is brought to enforce or interpret the terms and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
3. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorney's fees.
4. In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

5. All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
6. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Purchaser.
7. The parties' rights and obligations may not be assigned or otherwise transferred without the written consent of the other party, said consent to not be unreasonably withheld.

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

City of Goshen Redevelopment Commission

TROTM, LLC

Becky Hutsell, Director
Goshen Redevelopment

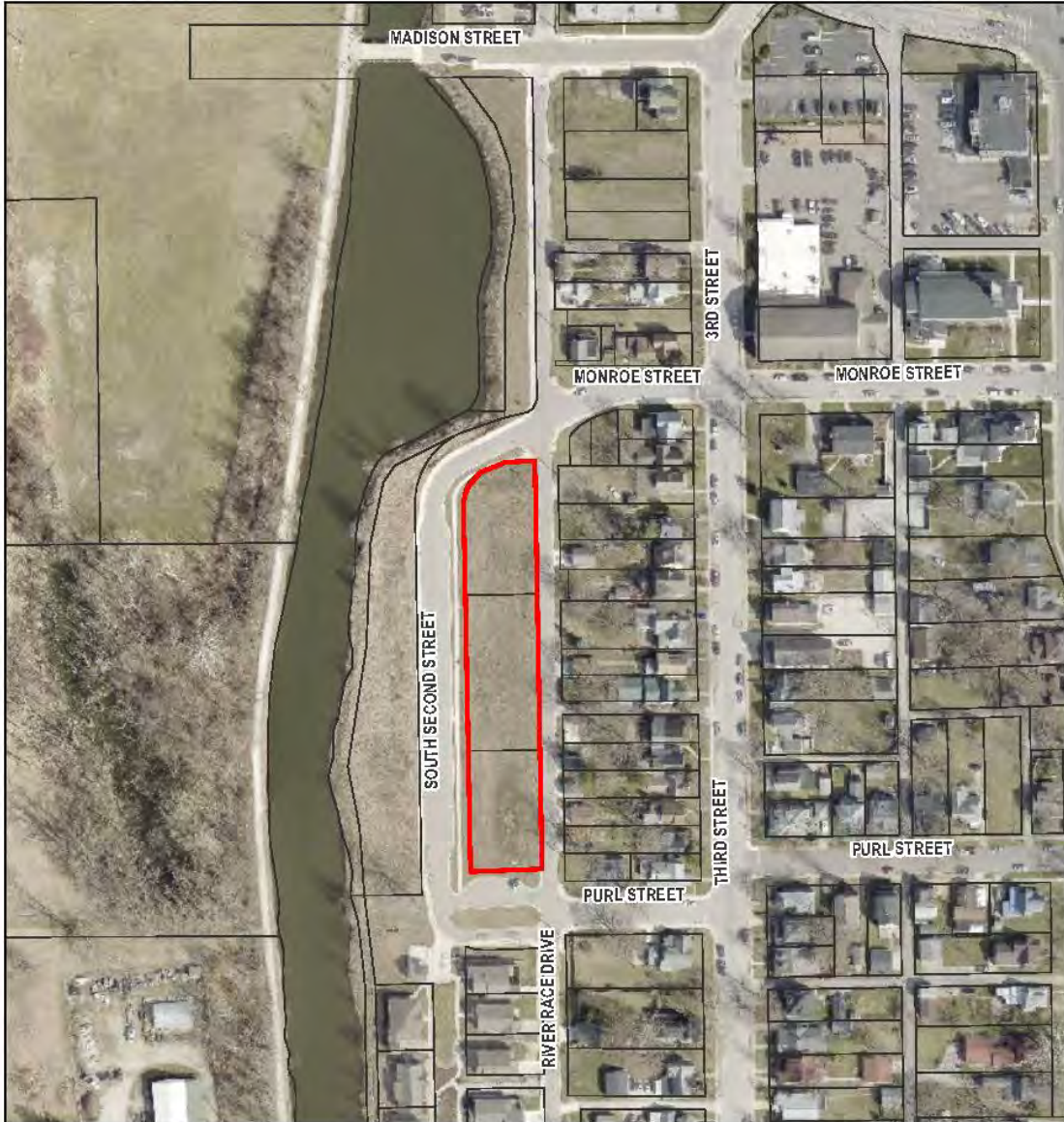
Printed: _____

City of Goshen
Board of Public Works and Safety

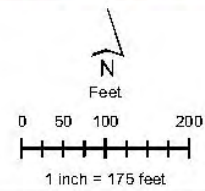
Title: _____

Gina M. Leichty, Mayor

Exhibit A



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.



Millrace Townhomes Subdivision Redevelopment Property

Information as of
March 2023

The City of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8628

Exhibit B

SITE CONSTRUCTION PLANS FOR:

THE ROW ON THE MILLRACE

WEST OF RIVER RACE DRIVE AND EAST OF SOUTH SECOND STREET, GOSHEN, IN 46526

UTILITY CONTACTS	
Water & Sewer Goshen Water Department 203 South 5th Street Goshen, IN 46528 574-533-9399 Emergency Contact After Hours: (574) 534-5306	Electric & Gas NIPSCO 300 East Kershner Road Goshen, IN 46526 800-464-7726
Cable TV Comcast North 199 County Road 6 Elkhart, IN 46514 800-934-6498	Communications New Paris Telephone, Inc. 19066 County Road 46 New Paris, IN 46553 574-831-2176
Telephone Frontier 1434 Johnson Street Elkhart, IN 46514 574-369-6366	Fire Department Goshen Central Fire Station 290 North Third Street Goshen, IN 46528 574-533-7878

UTILITY INFORMATION

UTILITY LOCATIONS ARE TAKEN FROM SUBSTANTIAL ABOVE GROUND EVIDENCE AND APPROPRIATED FROM RECORD AS-BUILTS (WHERE AVAILABLE, INCLUDING, BUT NOT LIMITED TO, MANHOLE, HYDRANT, VALVE, UTILITY PIPES/TALS AND RECORDS AND MARKING) AND SET ON THE GROUND SURFACE BY OTHERS. THESE SURVEYS HAVE BEEN PERFORMED WITH AS MUCH ACCURACY AS CAN BE ACHIEVED WITHOUT COMPROMISED SPACE ENTRY. CAUTION: THERE MAY BE OTHER UTILITY LINES BELOW GROUND THAT WERE NOT MARKED BY OTHERS NOR HAVE VISIBLE ABOVE GROUND EVIDENCE. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING LOCATIONS AND DEPTH OF ALL LINES AND PIPING AS NECESSARY PRIOR TO ANY AND ALL CONSTRUCTION. CONTACT ENGINEER IF ANY DISCREPANCIES DISCOVERED.

Part of the NW Qtr of Section 16 and SE Qtr of Section 9, T-36-N, R-6-E, City of Goshen, Elkhart Township, Elkhart County, Indiana



VICINITY MAP
(NOT TO SCALE)

OWNER
 CITY OF GOSHEN INDIANA
 DEPARTMENT OF REDEVELOPMENT
 202 SOUTH FIFTH STREET
 GOSHEN, IN 46528
 (574) 533-2079

DEVELOPER
 TROTM, LLC
 GOSHEN, INDIANA
 (574) 747-7955

SURVEYOR / ENGINEER
ABONMARCHÉ
 303 River Race Drive, Unit 206
 Goshen, IN 46526
 T 574.533.9913



LOCATION MAP
(NOT TO SCALE)

SHEET INDEX

C0.0	COVER SHEET
C0.1	TOPOGRAPHIC SURVEY
C1.0	PUD FINAL SITE PLAN
C1.1	LANDSCAPE PLAN
C1.2	FIRE TRUCK MANEUVERING
C2.0	DRAINAGE AND UTILITY PLAN
C3.0 - C3.4	CONSTRUCTION DETAILS
C4.0 - C4.4	STORMWATER POLLUTION PREVENTION PLAN

UTILITY COORDINATION
 UPDATED APRIL 20, 2026

ABONMARCHÉ
 303 River Race Drive, Unit 206
 Goshen, IN 46526
 T 574.533.9913
 abonmarche.com
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Surveying
 Engineering
 Architecture

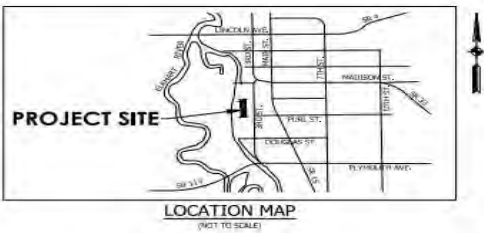
ABONMARCHÉ CONSULTANTS, INC.

TROTM, LLC
THE ROW ON THE MILLRACE
 VACANT LAND WEST OF RIVER RACE DRIVE AND EAST OF SOUTH SECOND STREET, GOSHEN, IN 46526
COVER SHEET

ISSUE DATE: 04-20-2026
 BY: BEW
 QA/QC: RW

1. REVISIONS
 2. ASSURANCE PROGRAM
 3. GENERAL SHEET BY CONSTRUCTION ENGINEERING
 4. SHEETS DO NOT SCALE DRAWINGS

PROJECT NO.: 24-1025
C0.0



LINE NO.	LENGTH	DIRECTION
1	4.16'	S89°46'30"E

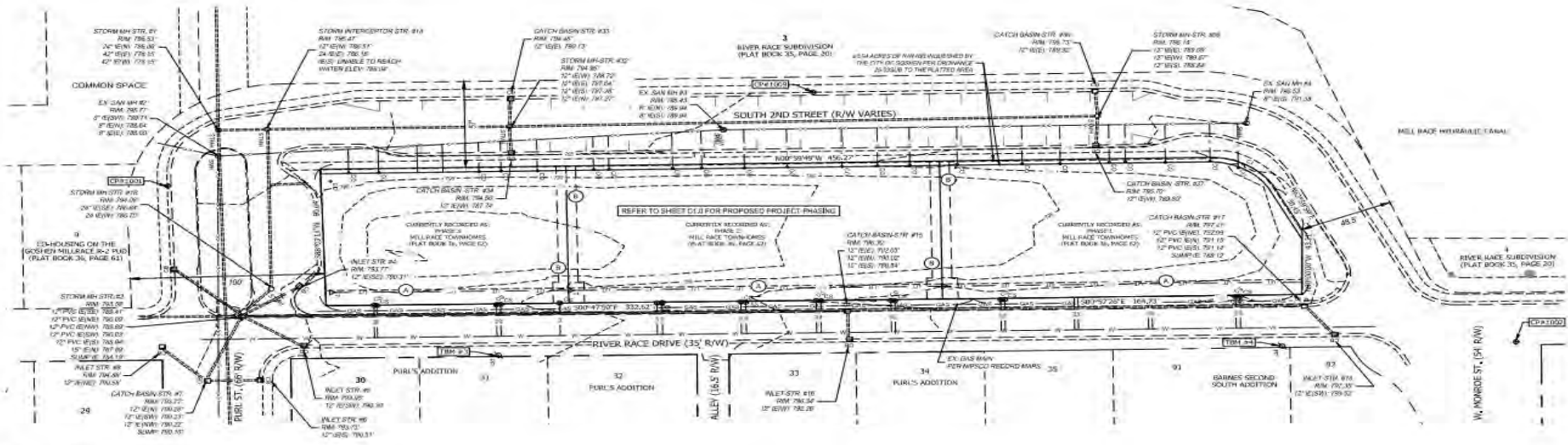
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
1	42.44'	38.00'	81°59'48"	100°00'00"	45.72'

TOPOGRAPHIC SURVEY

PHASES 1 THROUGH 3 IN MILL RACE TOWNHOMES; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 36, PAGE 62; ALSO BEING IN THE NORTHEAST QUARTER OF SECTION 16 AND THE SOUTHEAST QUARTER OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA ADDRESS: V.L. SOUTH 2ND STREET, GOSHEN, IN 46526
 TAX ID#: 20-11-16-202-018,000-015; 20-11-16-202-019,000-015; 20-11-16-202-020,000-015

LEGAL DESCRIPTION

PHASES 1 THROUGH 3 IN MILL RACE TOWNHOMES; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 36, PAGE 62.



SURVEY NOTES

1. THIS TOPOGRAPHIC SURVEY WAS PERFORMED FOR: VIEWRAIL
2. EQUIPMENT USED: TOPCON ROBOTIC TOTAL STATION AND HIPER VLS GPS UNIT.
3. HORIZONTAL DATUM: INDIANA EAST STATE PLANE
 PROJECTION: NAD 83, UTM ZONE 18N
 VERTICAL DATUM: INDIANS NAVD83
4. BEARING BASES PER: INDIANA EAST STATE PLANE
5. A TOPOGRAPHIC SURVEY OF THE PROJECT SITE TO RECHECK EXISTING FEATURES AND UTILITIES WAS PERFORMED ON SEPTEMBER 11 OF 2024.
6. UTILITIES SHOWN ARE TAKEN FROM UTILITY LOCATES PER INDIANA BILL TICKET #240620028 AND SUBSTANTIAL FIELD EVIDENCE. CONTRACTOR SHALL FOLLOW STANDARD PROCEDURES FOR UTILITY VERIFICATION AND FIELD VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES PRIOR TO ANY EARTH MOVING ACTIVITIES AND UTILITY CONSTRUCTION.
7. CAUTION: EXISTING UTILITIES SHOWN LOCATIONS ARE TAKEN FROM SUBSTANTIAL ABOVE GROUND EVIDENCE AND APPROXIMATE FROM RECORD AS-BUILTS MADE AVAILABLE (INCLUDING, BUT NOT LIMITED TO, SANITARY, HYDRAULIC, VALVES, UTILITY REESTABLISH AND ROWS, AND MANHOLE/RAILS SETS ON THE GROUND SURFACE BY OTHERS). FIELD VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES AS CAN BE ACHIEVED WITHOUT COMPROMISE SPACE ENTRY.
8. FLOOD NOTE: THIS PARCEL IS NOT WITHIN 1% ANNUAL CHANCE FLOOD (SPECIAL FLOOD HAZARD AREA) AS SCALED AND DISPLAYED ON THE FEMA/FIRM COMMUNITY PANEL NUMBER 180300254D WITH AN EFFECT MAP DATE OF JULY 23, 2011.
9. EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS DRAWING. RESEARCH OF THE LATEST AVAILABLE TITLE INSURANCE POLICY AND/OR A SEARCH OF THE RECORDS OF THE OFFICE OF THE ELKHART COUNTY RECORDER OF DEEDS, INDIANA SHOULD BE PERFORMED TO DETERMINE THE EXISTENCE OF RELEVANT DOCUMENTS THAT MAY AFFECT THIS PARCEL.
10. SURVEY REFERENCE DOCUMENTS: PLAT OF MILL RACE TOWNHOMES (PLAT BOOK 36, PAGE 62)
11. THIS DOCUMENT IS NOT A REALTY SURVEY AND SHOULD NOT BE USED TO ASSESS PRIORITIES OR ESTABLISH PROPERTY LINES AND IS FOR LOCATION OF FEATURES AND ELEVATIONS AS SHOWN. REFER TO THE RECORDED DEED AND PLAT INFORMATION SHOWN ON THE FACE OF DRAWING.
12. DISCREPANCIES OR CONFLICTS IN THE PLANS AND/OR SITE CONDITIONS SHALL BE COMMUNICATED TO THE SURVEYOR/ENGINEER TO ENSURE THAT CLARIFICATIONS AND/OR REVISIONS CAN BE MADE PRIOR TO CONSTRUCTION.

POINT #	RAW DESCRIPTION	NORTHING	EASTING
1882	TS	3,834,714.81	811,492.54
1883	PK	3,836,636.59	811,549.23
1889	TRAVEL	3,836,962.17	811,549.23

BNL	Description	Elevation
TRM #1	HAND MADE IN POWER POLE (E2720) ON EAST SIDE OF RIVER RACE DRIVE APPROX. 1/4 MI. NORTH OF CENTERLINE OF WEST PUL STREET	795.09
TRM #4	HAND MADE IN POWER POLE (E1408-02) ON EAST SIDE OF RIVER RACE DRIVE APPROX. 1/4 MI. SOUTH OF THE CENTERLINE OF WEST PUL STREET	795.57

LEGEND

- TEMPORARY BENCHMARK
- EXISTING GROUND CURTAINS
- CURB CATCH BASIN
- STORM MANHOLE
- SANITARY MANHOLE
- SANITARY CLEANOUT
- WATER CURB STOP
- TELEPHONE PEDESTAL
- POWER POLE
- BURIED TELEPHONE LINE
- GAS LINE
- SANITARY SEWER LINE
- STORM SEWER
- WATER MAIN
- WATER SERVICE
- UTILITY EASEMENT PER INSTRUMENT #2014-08237
- JULY SCHEDULE A UTILITY EASEMENT (E. S. SIDE OF PROPERTY LINE)

UTILITY INFORMATION

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED "GREAT FIELD SURVEY" INFORMATION AND EXISTING "GREAT FIELD SURVEY" INFORMATION. CONTRACTOR SHALL FOLLOW STANDARD PROCEDURES FOR UTILITY VERIFICATION AND FIELD VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES PRIOR TO ANY EARTH MOVING ACTIVITIES AND UTILITY CONSTRUCTION. THE SURVEYOR MAKES NO WARRANTY THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DEES GREATEST CARE AND EFFORT TO LOCATE UTILITIES AS ACCURATELY AS POSSIBLE WITH INFORMATION AVAILABLE. THE SURVEYOR HAS NOT THOROUGHLY LOCATED THE UNDERGROUND UTILITIES.

OWNER
 CITY OF GOSHEN, INDIANA
 DEPARTMENT OF REDEVELOPMENT
 302 S. FIFTH STREET
 GOSHEN, IN 46526



LAND SURVEYOR'S CERTIFICATE

I, CARROLL L. BESON, BEING AN INDIANA REGISTERED LAND SURVEYOR, CERTIFY THAT THIS TOPOGRAPHIC SURVEY WAS DONE UNDER MY SUPERVISION AND THAT ALL INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND IS ACCURATELY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Carroll L. Beson 04/20/2025
 CARROLL L. BESON, P.S.
 PROFESSIONAL SURVEYOR #152100005
 STATE OF INDIANA DATE

ABONMARCHÉ
 Surveying
 Engineering
 Architecture

303 West 10th Street, Unit 205
 Goshen, IN 46526
 P: 524.533.9111
 F: 524.533.9111
 abonmarche.com

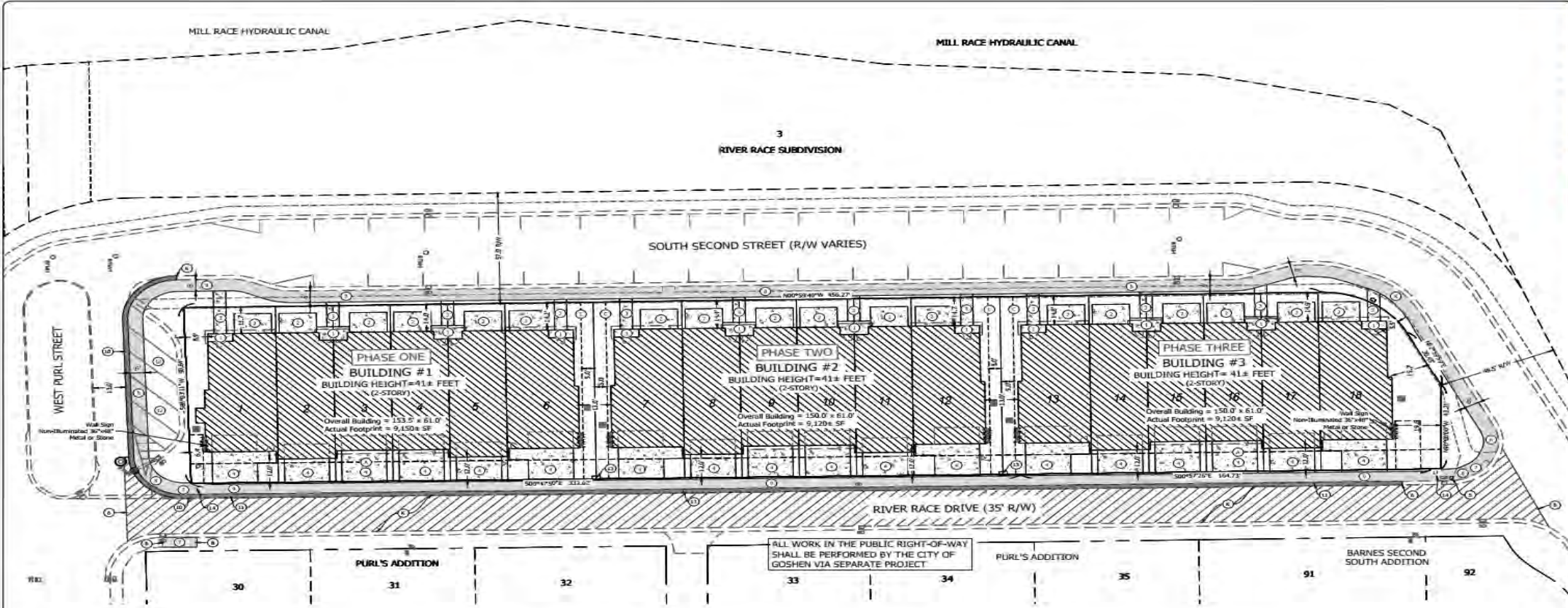
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THE ROW ON THE MILLRACE
 VACANT LAND, WEST OF RIVER RACE DRIVE AND EAST OF SOUTH 2ND STREET, GOSHEN, IN 46526
 TOPOGRAPHIC SURVEY

ISSUE DATE: 03/25/2025
 REV: 0001 QA / QC / CR

PROJECT NO: 24-1025

CO.1



GENERAL NOTES

- Current Zoning: "B-2" Planned Unit Development Overlay District
- Existing Land Use: Vacant Land
- Proposed Land Use: Attached Single-Family Residential
- Project shall be as shown by City of Goshen Municipal Sanitary Sewer and Water.
- Maximum Building Setbacks:
 - Front = Zero (0) feet
 - Side = Zero (0) feet
 - Rear = Zero (0) feet
- The City of Goshen's municipal storm sewer system will accommodate the proposed building and site drainage.
- All proposed driveways shall be paved and privately owned.
- All landscaping, lighting, and signage shall be in accordance with the PUD Ordinance(s) and the City of Goshen Zoning Ordinance, unless the proper variances are obtained.

LINE TABLE

LINE NO.	LENGTH	DIRECTION
L1	4.16'	S00°W35°E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	64.4'	30.0'	107°00'	S10°00'W	60.2'

TABULATED SITE DATA

Current Site Area = 1.88± Acres
 Proposed Property to be Acquired = 2.81± Acres
 Proposed Site Area = 1.94± Acres

Proposed Land Coverage	Area (Acres)	Percentage
Proposed Buildings	0.54	41.5
Proposed Hardscapes	0.26	20.6
Open Space / Landscaping	0.14	13.5
Total	1.94±	100

PARKING CALCULATIONS

Required Parking: 2 Spaces Per Residential Unit x 18 Units = 36 Spaces

Proposed Parking: 2 Spaces in Each Garage x 18 Garages = 36 Spaces

LEGAL DESCRIPTION

Mill Race Township Primary Subdivision Phase 1, Phase 2, and Phase 3 as recorded Reference 1, 2016 in Plat Book 30, Page 62 as instrument number 2016-02780 in the Office of the Recorder of Deed in Elkhart County, Indiana.

- LEGEND**
- 1 Concrete Sloot, 4" Thick, with Sidelwalk to Street with Slope as Required, Use Details to Tie to Foundation (See Architectural Drawings)
 - 2 Concrete Pads (See Architectural Drawings)
 - 3 Concrete Sidelwalk, 4" Thick (See Sheet C1.0)
 - 4 Private Concrete Driveway (See Architectural Drawings)
 - 5 Existing Walkway to Either Remain or be Relocated by the Homeowner and Developer prior to Building #3 (Phase Three)
 - 6 Sawcut to Create Clean Vertical Joint
 - 7 ADA Sidelwalk Ramp (By City of Goshen)
 - 8 Remove Existing Sidelwalk and Install New Concrete Sidelwalk, 4" Thick, 6 Feet Wide, Adjacent to Existing Curb (By City of Goshen)
 - 9 Concrete Sidelwalk, 6" Thick, 5 Feet Wide Unless Otherwise Noted (By City of Goshen)
 - 10 Concrete Curb and Gutter (By City of Goshen)
 - 11 Remove Existing Concrete Curb along River Race Drive and Install New Continuous Depressed Curb and Gutter (By City of Goshen)
 - 12 Remove Existing Angled Parking Pavement and Adjacent Curb and Re-grade with Topsoil and Stabilize with Seed Mixture (By City of Goshen)
 - 13 Hallow Station per Local Post Office Measurements and Agreement with Developer
 - 14 Transition New Sidelwalk from 6 Feet Wide Adjacent to Concrete Curb to 5 Feet Wide to the North (By City of Goshen)
 - 15 Not in Use
 - 16 Existing 10" Utility Easement per Note: #201-408255 to Remain
 - 17 Proposed 10" Drainage Easement (5' Each Side of Property Line)
 - 18 Concrete Pavement
 - 19 Water Service Curb Stop
 - 20 Storm Structure
 - 21 Storm Manhole
 - 22 Sanitary Cleanout
 - 23 Sanitary Manhole
 - 24 Telephone Pedestal
 - 25 Full Depth Asphalt Replacement (By City of Goshen)
 - 26 155 Rebar HMA Surface (1 1/2")
 - 27 275 Rebar HMA Binder (2 1/2")
 - 28 250 Rebar HMA Base (3")
 - 29 4" Compacted #57 Aggregate Base
- **Water Service Trenches to Receive Aggregate Base



ABONMARCHÉ
 SURVEYING
 ENGINEERING
 ARCHITECTURE

103 RIVER RACE DRIVE, UNIT 101
 GOSHEN, IN 46526
 T: 574.833.9113
 F: 574.833.9111
 abonmarche.com

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TROTUM, LLC

THE ROW ON THE MILLRACE

VACANT LAND, WEST OF RIVER RACE DRIVE AND EAST OF SOUTH SECOND STREET, GOSHEN, IN 46526

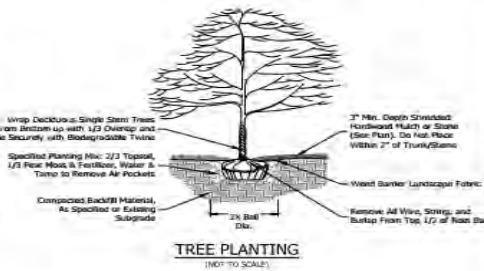
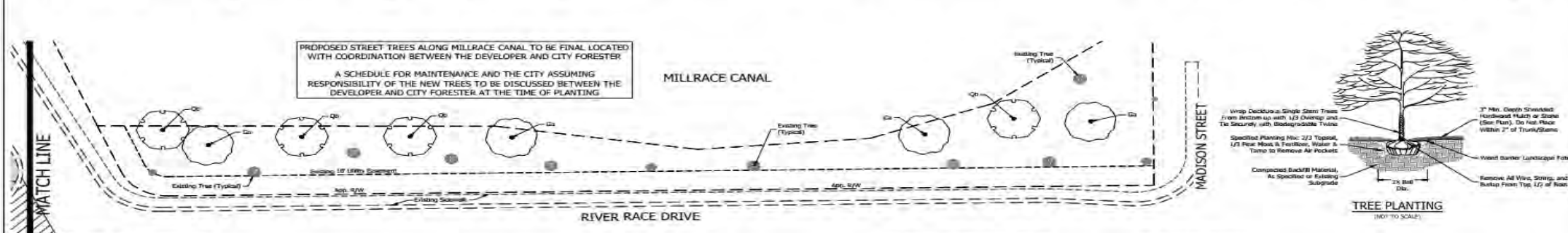
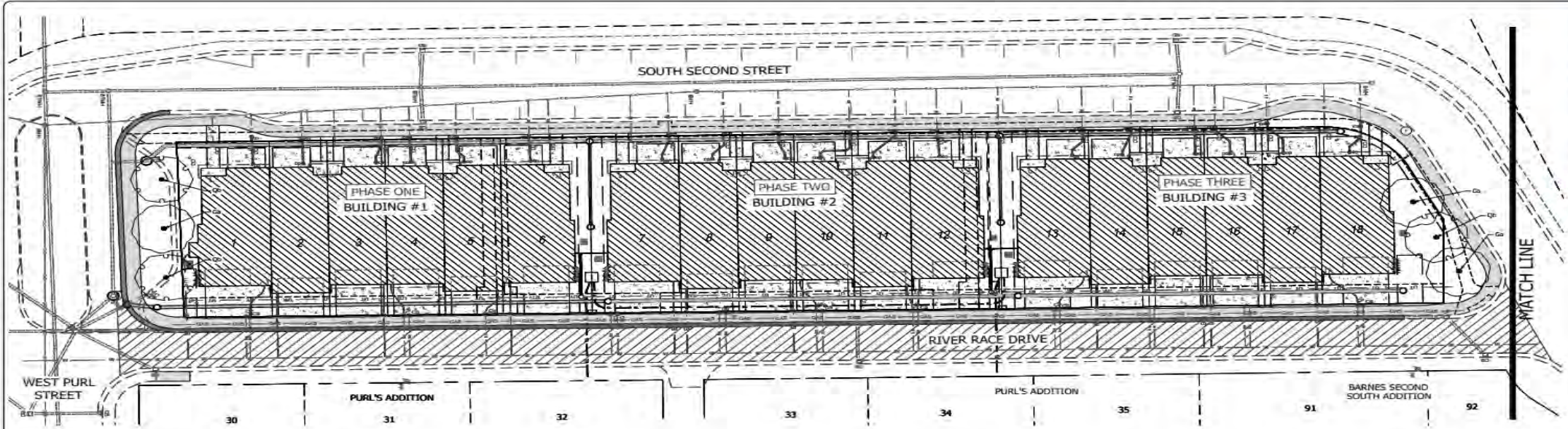
PUD FINAL SITE PLAN

ISSUE DATE: 04/26/2020
 PWT/BSM QNT/OC: #17

1. 10/24/2019 BY CITY TECH REVIEW 4.3/2020
 2. 05/04/2020 BY CITY TECH REVIEW 4.3/2020
 3. 06/04/2020 BY CITY TECH REVIEW 4.3/2020
 4. 06/04/2020 BY CITY TECH REVIEW 4.3/2020

PROJECT NO: 20-1025

C1.0



LANDSCAPE REQUIREMENTS

- Contractor is responsible for locating and verifying all utilities prior to commencing any work. Utilities shown on the drawings are for "reference only" and may not depict exact locations or depths. Contractor shall notify B11, prior to any excavation for existing underground utility locations.
- Contractor shall field modify plan locations (as required), for approval, to avoid conflicts with existing underground utility lines, piping, etc. Contractor shall be responsible for any damage to utilities caused by their operations and associated repair costs.
- Contractor is responsible for obtaining any required permits.
- Contractor shall examine existing conditions and verify that they are acceptable for the required work. Notify the Landscape Architect of any discrepancies with the information shown on the plans before beginning work. Prior to starting work, the Contractor shall complete rough grading in planting areas and remove all debris larger than one inch (1") in diameter from the soil. Coordinate final grading and topsoil placement and/or soil modifications with plant installation.
- Protect all existing pavement, structures, utilities, and plant material.
- Contractor is responsible for removal of any existing grass, weeds, or scrub growth within limits of plant bed edge or within 5' diameter circle around the base of each tree.
- Plans and other materials are quantified and summarized for the convenience of the owner and jurisdictional agencies only. Contractor shall confirm and install sufficient quantities to complete the work as drawn on the plans. No additional payments will be made for materials required to complete the work as drawn. Contractor is responsible for verifying all quantities.
- All proposed plant substitutions must be approved by the Landscape Architect and City of Goshen Forestry Department.
- All plant material shall be warranted for one (1) year from the date of final acceptance.

- Plants shall conform to the minimum measurements listed on the plant list.
- All plant material shall be shall comply with all recommendations and requirements of ANSI Z60.1-2004 "American Standard for Nursery Stock." Plant material shall be healthy, vigorous stock grown with good horticultural practice under climatic conditions similar to those of the project site, and installed in accordance with methods established by the American Association of Nurserymen.
- All material must be tagged by the nursery of origin for proper identification in the field. Tags are only to be removed after acceptance and inspection by the Landscape Architect.
- All trees to be mulched with 3" depth natural shredded hardwood mulch free of foreign matter. All shrub/ornamental grass/perennial beds to receive 3" depth decorative river rock mulch installed on top of 6 oz. minimum non-woven landscape fabric weed barrier. Trees outside of bed lines to be mulched with a 5' diameter mulch ring. Mulch shall not be placed within 3" of trunks.
- Rake topsoil to eliminate uneven areas and remove debris, roots, branches, and stumps in excess of 1 inch size. Ensure positive drainage is retained away from buildings during landscape construction activities.
- Seed limit lines are approximate. All landscape areas disturbed by construction shall be seeded unless noted otherwise.
- Contractor is responsible for erosion control in all seeded areas.
- All planting bed edges shall receive a grade edge.
- Clean all surface of soil, mulch and landscape debris after work is complete.

LANDSCAPING REQUIREMENT

New deciduous trees are proposed to meet the pavement street tree requirement.

Proposed Street Trees:
 On-site = 5 Trees
 On/Off City Property = 8 Trees**
 Total Required = 13 Trees

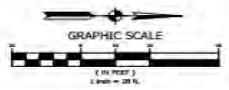
** On City of Goshen Redevelopment Property Adjacent to the Mill Race Canal

Note:
 A minimum of five (5) trees are required to be planted with each building.

PLANT SCHEDULE

CODE	QTY	REMARKS	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
TR01	7	10-12" height at Maturity	Quercus coccinea	Swamp White Oak	2" CAL	85B
TR02	7	10-12" height at Maturity	Quercus coccinea	Autumn Gold Pseudohair Tree	2" CAL	85B

QUANTITIES SHOWN ON THE PLANT LIST ARE FOR THE CONTRACTOR'S INFORMATION ONLY. IN CASE OF DISCREPANCY, THE ACTUAL COUNT ON THE LANDSCAPE PLAN PREVAILS.



ABONMARCHÉ
 SURVEYING
 ENGINEERING
 ARCHITECTURE

103 WEST PURL DRIVE, UNIT 201
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 F: 574-833-9111
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TROTUM, LLC

THE ROW ON THE MILLRACE

VACANT LAND, WEST OF RIVER RACE DRIVE AND EAST OF SOUTH SECOND STREET, GOSHEN, IN 46535

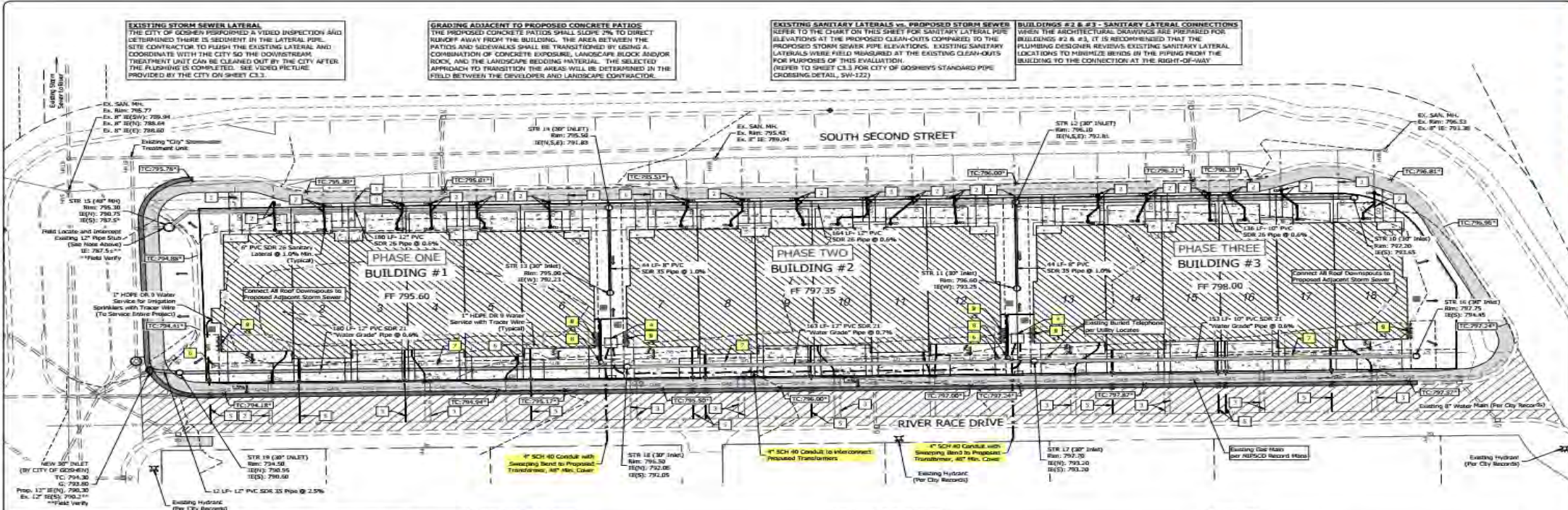
LANDSCAPE PLAN

ISSUE DATE: 01/20/2020
 PLOT AREA: 0.11 AC. (47,100 SQ. FT.)

1. REVISIONS FOR CITY TECH REVIEW - CALLED
 2. REVISIONS FOR PERMITS - DATE
 3. REVISIONS FOR CONTRACTOR AND QUANTITIES - DATE

PROJECT NO.: 24-1025

C1.1



EXISTING STORM SEWER LATERAL
 THE CITY OF GOSHEN PERFORMED A VIDEO INSPECTION AND DETERMINED THERE IS SEWERAGE IN THE LATERAL PIPE. SITE CONTRACTOR TO PUSH THE EXISTING LATERAL AND COORDINATE WITH THE CITY SO THE DOWNSTREAM TREATMENT UNIT CAN BE CLEANED OUT BY THE CITY AFTER THE FLUSHING IS COMPLETED. SEE VIDEO PICTURE PROVIDED BY THE CITY ON SHEET C3.3.

GRADING ADJACENT TO PROPOSED CONCRETE PATIOS
 THE PROPOSED CONCRETE PATIOS SHALL SLOPE 2% TO DIRECT RUNOFF AWAY FROM THE BUILDINGS. THE AREA BETWEEN THE PATIOS AND SIDEWALKS SHALL BE TRANSITIONED BY USING A COMBINATION OF CONCRETE EXPOSURE, LANDSCAPE BLOCK AND/OR ROCK, AND THE LANDSCAPE BEDDING MATERIAL. THE SELECTED APPROACH TO TRANSITION THE AREAS WILL BE DETERMINED IN THE FIELD BETWEEN THE DEVELOPER AND LANDSCAPE CONTRACTOR.

EXISTING SANITARY LATERALS vs. PROPOSED STORM SEWER
 REFER TO THE CHART ON THIS SHEET FOR SANITARY LATERAL PIPE ELEVATIONS AT THE PROPOSED CLEAN-OUTS COMPARED TO THE PROPOSED STORM SEWER PIPE ELEVATIONS. EXISTING SANITARY LATERALS WERE FIELD MEASURED AT THE EXISTING CLEAN-OUTS FOR PURPOSES OF THIS EVALUATION. (REFER TO SHEET C3.3 FOR CITY OF GOSHEN'S STANDARD PIPE CROSSING DETAIL, SW-122)

BUILDINGS #2 & #3 - SANITARY LATERAL CONNECTIONS
 WHEN THE ARCHITECTURAL DRAWINGS ARE PREPARED FOR BUILDINGS #2 & #3, IT IS RECOMMENDED THAT THE PLUMBING DESIGNER REVISITS EXISTING SANITARY LATERAL LOCATIONS TO MINIMIZE BENDS IN THE PIPING FROM THE BUILDINGS TO THE CONNECTION AT THE RIGHT-OF-WAY.

EXISTING SANITARY LATERALS vs. PROPOSED STORM SEWER					
Lot Number	Sanitary Lateral Invert Elevation at Storm Sewer Crossing	Proposed Cleanout Top of Pipe	Bottom of Proposed Storm Sewer	Estimated Vertical Separation	Proposed Cleanout Invert Elevation at Building
1	789.4±	790.0±	790.9±	0.9±	789.4±
2	789.3±	789.9±	791.0±	1.1±	789.4±
3	789.5±	790.1±	791.2±	1.1±	789.6±
4	789.5±	790.1±	791.2±	1.1±	789.6±
5	789.7±	790.3±	791.3±	1.0±	789.9±
6	789.9±	790.5±	791.5±	1.0±	789.9±
7	790.3±	790.9±	791.9±	1.0±	790.3±
8	790.4±	791.0±	792.0±	1.0±	790.5±
9	790.4±	791.0±	792.1±	1.1±	790.4±
10	790.5±	791.1±	792.3±	1.2±	790.7±
11	790.6±	791.2±	792.4±	1.2±	790.7±
12	790.8±	791.4±	792.5±	1.1±	790.9±
13	791.0±	791.6±	792.8±	1.2±	791.1±
14	791.1±	791.7±	793.0±	1.3±	791.2±
15	791.2±	791.8±	793.1±	1.3±	791.3±
16	791.2±	791.8±	793.2±	1.4±	791.3±
17	791.2±	791.8±	793.3±	1.5±	791.3±
18	-	-	-	-	791.8±

- GENERAL NOTES**
- Construction, Materials, and Testing shall be in accordance with the latest Standard Construction Specifications of the City of Goshen.
 - Contractor shall require all utility companies prior to construction for locations of underground utilities. Any damages done to any public and/or private properties during construction shall be repaired at the Contractor's expense.
 - Unauthorized materials that could affect the integrity of pipes and pavement shall be properly treated.
 - Any removed and/or pavement, sidewalks, curbs, etc., shall be replaced using the same type of material and brought back to its original grade and alignment.
 - No clearing of streets shall be permitted without prior approval from the City.
 - Contractor shall take all necessary precautions to protect the work and safety of the public and provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices in accordance with the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways.
 - Contractor shall obtain all necessary project permits from all respective governmental agencies.
 - All hand/dig for pipe trenches and site grading shall be performed in 6-inch lifts maximum and compacted to 98% Modified Proctor to proposed subgrade. Pipe bedding shall be in accordance with ASTM D-1227 for flexible and rigid pipe. Compaction testing shall be done by a qualified soil testing firm approved by the General Contractor.
 - Contractor shall verify the water table and include in the bid the cost for dewatering to City of Goshen standards. If necessary, the water table shall be lowered to 12 inches below the pipe invert prior to installation.
 - Water and sewer pipes shall have a minimum horizontal separation of 10 feet from edge of pile to edge of pipe. Whenever water pipes must cross above or below sewer pipes, a minimum vertical separation of 18 inches is required between the outside of the water pipe and the outside of the sewer pipe. If this cannot be met, the sewer pipe shall be constructed of water grade pressure pipe meeting AWWA standards for a distance of 10 feet each side of the water pipe with a minimum trench of separation. At crossings, one full length of water pipe shall be installed so that the joints will be as far from the sewer pipe as possible.
 - Discrepancies or conflicts in the plans and/or field conditions shall be communicated to the General Contractor / Engineer to ensure that clarifications and/or revisions can be made prior to construction.

ALL SANITARY CLEAN-OUTS LOCATED IN CONCRETE SIDEWALKS SHALL INCLUDE A CAST-IRON COVER STAMPED "SANITARY" FLUSH WITH THE FINISHED SURFACE.
 ALL WATER SERVICE CURB BOXES LOCATED BY CONCRETE DRIVEWAYS SHALL BE INSTALLED FLUSH WITH THE FINISHED SURFACE AND HAVE A PENTAGON LID OPTION.

- DRAINAGE NOTES**
- Storm sewer pipe installed to intercept roof downspouts shall be PVC SDR 35 or 21 (as specified on the plan). If cover is less than two (2) feet below paved surfaces, pipe material shall be provided to meet the actual cover amount. Pipe shall be bedded per pipe manufacturer, and backfilled with suitable clean granular material in accordance with the plans.
 - Pipe lengths are measured to the center of structure.
 - All roof downspouts shall be connected to the storm sewer, unless otherwise noted. Contractor shall review the Architect's Drawings prior to construction to account for all downspouts and locations, and coordinate with the Developer prior to the storm sewer installation.
 - Storm sewer structures shall utilize the French Casting 8-21502 or equivalent. The casting shall be embedded with "Stump Not Water", "Drains to Waterways" and have the "50" flag.

- GRADING NOTES**
- Contractor shall follow the latest City of Goshen and the State of Indiana Construction Stormwater General Permit (CSGP).
 - Excavated soil will need to be hauled to an approved landfill. See Note on this sheet for further information on Soil Management. For Phase One and Two, soil can be temporarily stockpiled onsite with the proper perimeter protection as a location approved by the Owner. For Phase Three, all excavated soil will need to be hauled away due to limited space available for temporary stockpiling. A minimum of four (4) inches of loess shall be placed on all disturbed areas outside the building and parking areas for final lawn seeding and grading.
 - All exposed subgrade shall be protected and witnessed by a Geotechnical Engineer or qualified representative to determine unsuitable soil locations prior to any paving operations. Any unsuitable soil shall be excavated, backfilled, and compacted with suitable material in accordance with the plans and capable of supporting the anticipated loadings of the project.
 - Positive drainage shall be maintained to prevent any ponding of water or encroachment onto adjacent properties.
 - Finish grade at all building downspouts equals the building finished floor elevation unless noted.
 - Contractor is responsible for meeting current ADA Guidelines for all sidewalks, ramps, patios, and drives.
 - Contractor shall use proposed spot grade elevations and check all grade stakes to ensure positive drainage to stormwater system is achieved. Contact Engineer if additional grades are needed or if any discrepancies or conflicts which become apparent before or during construction are found so that clarification or redesign may occur.
 - Finished pavement adjacent to building foundation shall be 3 inches below Finished Floor elevation, with the exception of driveway and overhead doors. Finish grade at all building entrances equals the building finished floor, unless otherwise noted, and include Manway Clearance as required by current ADA standards. Permanent or demountable door locations shall be lined up at 1% grade maximum, unless otherwise specified by Owner or General Contractor.

- LEGEND**
- FF: Finished Floor Elevation
 - TC: Top of Concrete Curb Elevation
 - 650.001: Existing Spot Elevation
 - 650.000: Proposed Spot Elevation
 - 1.5%: Drainage Direction / Slope
 - 1: Abandon Existing Sanitary Lateral by Removing the Clean-Out, Cutting Back the Lateral Pipe under the New Sidewalk, and Installing a Permanent Cap.
 - 2: Relocate Sanitary Lateral Clean-Out Between New Sidewalk and Proposed Storm Sewer and Install New 6" PVC SDR 35 Lateral @ 1.0% to Proposed Clean-Out at Building.
 - 3: Abandon and Retire Existing Water Service at the Main to City Standards (See Detail on Sheet C3.4)
 - 4: Proposed Electrical Transformer (Owner/Developer to Coordinate with NIPSCO on Field Locations)
 - 5: New Water Service with Shut-off Installed at R/W to City Standards (See Detail on Sheet C3.4)
 - 6: Coordinate with Telephone Company to Evaluate Existing Protocol and Required Relocation
 - 7: Coordinate with Telephone Company to Evaluate Existing Buried Telephone and Required Relocation
 - 8: Proposed New PVC Telephone Handhole and Conduits into Each Building (Owner/Developer to Coordinate with Utility Company on Field Locations)
 - 9: Proposed Gas Meters (Owner/Developer to Coordinate with NIPSCO on Field Locations)

DRAINAGE SUMMARY

The project site is allowed to utilize and connect to the adjacent City of Goshen municipal storm sewer located at West Park Street, south of the development. The project will have (5) 12" pipe connections.

PROJECT SITE = 1.0± ACRES (45,300± SF)

MODIFIED RUNOFF COEFFICIENT CALCULATIONS

Proposed Building (C=1.00)	= 27,400± SF
Proposed Hard Surface (C=0.85)	= 9,960± SF
Level / Open Space (C=0.30)	= 7,950± SF
Total	= 45,300± SF

$C = (1.0 \times 27,400) + (0.85 \times 9,960) + (0.30 \times 7,950) = 0.87$

45,300± Acres

Storage Volume Calculations
 (Per City of Goshen Stormwater Ordinance)
 Storage Required = C x Subdrain Depth x Area
 = 0.87 x 0.25 feet x 45,300± Acres
 = 9,853± CFT (0.23 Acre-ft)

GRAPHIC SCALE
 1" = 20'

Exhibit C

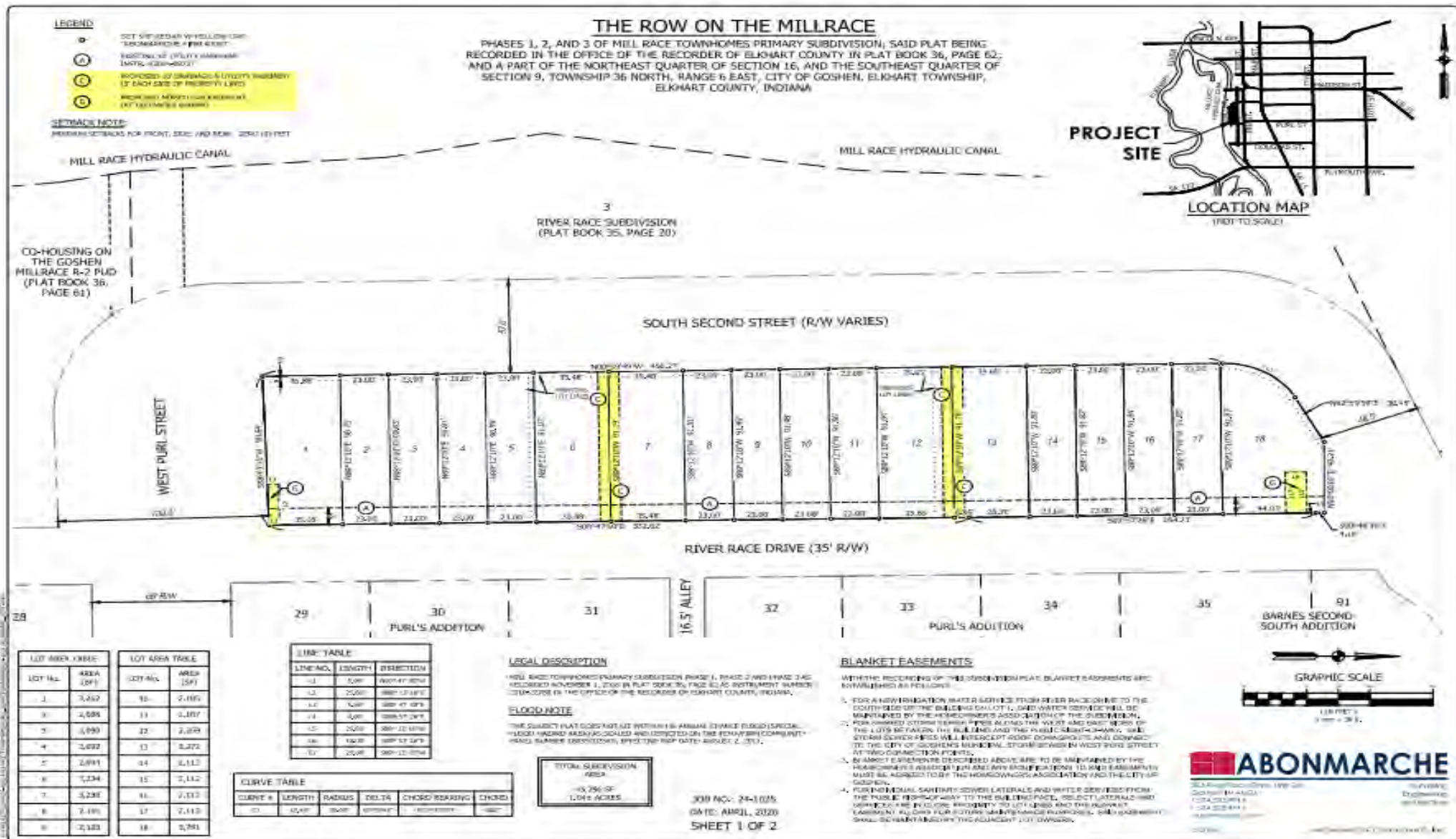


Exhibit D









**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 Consulting Agreement with Jeffery Weaver**
DATE: May 12, 2026

Background

Staff is requesting approval of a short-term consulting agreement with Jeffery Weaver to provide ongoing assistance and institutional knowledge related to Redevelopment Commission bond administration, TIF accounting, and related financial processes.

Mr. Weaver has extensive familiarity with the City's existing bond structures, debt service processes, TIF allocation procedures, and historical redevelopment financial practices. The proposed agreement is intended to provide continuity and support during ongoing transitions and to assist staff with current and future redevelopment financial administration.

Scope of Services

Under the proposed agreement, Mr. Weaver would provide consulting services related to:

- Timing and processing of bond payments
- Accounting for new and existing bond issuances
- Application of TIF receipts toward debt service
- Coordination and communication with the Clerk-Treasurer's Office regarding bond fund structures within the City's general ledger

The agreement specifically limits the scope of work to redevelopment and bond-related financial matters and expressly prohibits Mr. Weaver from discussing matters related to HUD-funded programs while acting under this agreement.

Agreement Terms

The proposed agreement would begin May 8, 2026 and continue through August 31, 2026, with the option for a single three-month extension upon written notice by the Redevelopment Commission.

Compensation under the agreement would be billed at a rate of \$125 per hour for services rendered.

Mr. Weaver would serve as an independent contractor and would retain limited access to the City's ERP system and City email account solely for purposes necessary to complete the agreed-upon work and communicate with City staff.

Why This Agreement is Beneficial

This agreement provides the Redevelopment Commission and City staff with continued access to specialized historical and operational knowledge related to redevelopment finance and bond administration during an important transition period.

The consulting arrangement allows staff to continue receiving guidance on existing debt structures, TIF accounting procedures, and bond-related coordination while maintaining operational continuity and minimizing disruption to ongoing redevelopment financial management.

Because the agreement is structured as a short-term consulting arrangement, it also provides flexibility for the City while limiting long-term obligations.

Requested Motion: *Move to approve the consulting agreement between the Goshen Redevelopment Commission and Jeffery L. Weaver for redevelopment finance and bond administration consulting services.*

AGREEMENT
With Jeffery L. Weaver
For Provision of Consulting Services

THIS AGREEMENT is made and entered into on May 12, 2026, between the City of Goshen Redevelopment Commission, hereinafter referred to as ~~the~~ Redevelopment Commission ~~and~~ the City ~~and~~ Jeffery L. Weaver, hereinafter referred to as ~~the~~ Weaver ~~and~~ the Contractor.

Section 1. ENGAGEMENT

The Redevelopment Commission agrees to engage Weaver to perform certain services, and Weaver agrees to perform such services, upon the terms and conditions of this agreement.

Section 2. TERM

The term of this agreement shall begin on May 8, 2026, and shall terminate on August 31, 2026. The agreement may be renewed for an additional three-month period under the same terms and conditions upon written notice of the intent to extend the contractual relationship delivered by the Redevelopment Commission thirty (30) days before the termination of this agreement.

Section 3. COMPENSATION

Weaver will be paid at the rate of One Hundred Twenty-Five (\$125.00) per hour for all services rendered under this Agreement.

Section 4. DUTIES

In exchange for the compensation paid to Weaver, he will render the following services:

- A. Consultation with the Redevelopment Office regarding the timing and process of bond payments.
- B. Consultation with the Redevelopment Office regarding the accounting for, and processing of new and current bonds, including, but not limited to, the application of TIF receipts toward debt service.
- C. Consultation on communications with the Clerk-Treasurer's Office on the structuring of bond funds in the City's general ledger.

In carrying out his duties and providing services, Weaver is explicitly forbidden from discussing with any agent of the City of Goshen matters related to, or that might relate to, programs funded by the Department of Housing and Urban Development. This does not preclude Weaver, in his role with LaCasa of Goshen, Inc., from discussing with any agent of the City matters related to projects involving LaCasa of Goshen, Inc.

Section 5. COMMUNICATIONS

During the term of this Agreement, Weaver will retain access to the ERP (Incode 10) and to a City of Goshen email account to complete essential work and communicate with City of Goshen employees.

Section 6. INDEPENDENT CONTRACTOR RESPONSIBILITIES & LIMITATIONS

Weaver shall be deemed an independent contractor operating as a separate entity from the City of Goshen. City understands that Weaver shall be an employee of LaCasa of Goshen, Inc. during the term of this Agreement. Weaver shall not have set hours to perform his services and City shall not direct the manner in which Weaver performs his duties. City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of Weaver. Weaver agrees to comply with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes. Weaver understands that City will not carry worker's compensation or any other insurance on Weaver.

Section 7. NOTICES

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and sent by regular United States mail to City at City of Goshen, 202 South Fifth Street, Goshen, Indiana 46528, and to Weaver at 24409 County Road 32, Goshen, Indiana 46526, or such other place as the parties may designate from time to time in writing.

Section 8. WAIVER OF BREACH

No waiver of a breach under this agreement shall operate to be considered a waiver of any subsequent breach. No waiver shall be valid unless it is in writing.

Section 9. ASSIGNMENT

Neither party can assign or delegate its duties or obligations under this agreement without the written consent of the other party.

Section 10. MODIFICATIONS

The terms of this agreement may not be altered except in writing signed by the party against whom the enforcement of the waiver, modification or extension is sought.

Section 11. STATE LAW PROVISIONS

- A. Non-Discrimination - Pursuant to Indiana Code § 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.
- B. Anti-Nepotism - Contractor is aware of the provisions under Indiana Code § 36-1-21 with respect to anti-nepotism in contractual relationships with governmental entities, and shall comply with such statute.
- C. Investment Activity - Pursuant to Indiana Code § 5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.
- D. E-Verify Program - Pursuant to Indiana Code § 22-5-1.7-11, Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Contractor

after the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

- E. General Requirements - Contractor further agrees to comply with the applicable requirements of Indiana state law with respect to contracting with local governmental entities.

Section 12. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in the Agreement waives or is intended to waive any protections that may be applicable to City or any of its elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that City or such related parties are provided by law.

Section 13. TERMINATION OF AGREEMENT

The City may terminate the contract if Weaver fails to cure a breach of this agreement no later than thirty (30) days after being notified by the City of a breach of the agreement.

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

City of Goshen Redevelopment Commission

Jeffery L. Weaver

Becky Hutsell, Director
Goshen Redevelopment

Jeffery L. Weaver

Dated:_____

Dated:_____



**Department of Community Development
CITY OF GOSHEN**

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communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: Redevelopment Commission
FROM: Becky Hutsell, Redevelopment Director
RE: **Request for Approval of an Agreement with Abonmarche Constultants, LLC for the Public Infrastructure Work associated with The Row on the Millrace Development**
DATE: May 12, 2026

Project Overview

The Row on the Millrace is a proposed residential townhome development located along River Race Drive between West Purl Street and West Monroe Street. The project includes three residential structures containing eighteen townhome units and represents approximately \$9 million in private investment.

As part of the amended Development Agreement between the Goshen Redevelopment Commission and TROTM, LLC, the City agreed to complete several public infrastructure improvements necessary to support the development, including roadway reconstruction, utility modifications, sidewalk relocation, curb work, and related public right-of-way improvements.

Over the last year, the developer has continued working with City staff through the Technical Review process to refine the site design and ensure the project aligns with City engineering and utility requirements. Staff intentionally delayed advancement of the public infrastructure component until the private development plans were substantially finalized to ensure all improvements properly align with the approved site layout.

Initial site design and engineering work has largely been funded directly by the developer. Abonmarche Consultants has completed the majority of the overall project engineering and is already highly familiar with the site, grading, utility coordination, and development plans.

Staff is now requesting authorization to proceed with Abonmarche for preparation of final construction plans and bid documents associated with the public infrastructure work.

Proposed Public Infrastructure Improvements

The proposed public infrastructure work includes improvements along River Race Drive, West Purl Street, South Second Street, and West Monroe Street necessary to support the development. Improvements generally include:

- Water service abandonment and replacement
- Reconstruction of River Race Drive pavement
- Sidewalk, curb, and ADA ramp improvements
- Storm sewer and drainage modifications
- Sanitary sewer lateral and cleanout modifications
- Associated grading, restoration, erosion control, and bid administration services

These improvements are directly tied to the City's obligations within the amended Development Agreement.

Engineering Services Proposal

Abonmarche's proposal includes:

- Supplement Survey
- Construction Plans and Bid Documents
- Bid Phase Services

The proposed lump sum engineering fee is:

Task	Cost
Supplement Survey	\$2,500
Construction Plans & Bid Documents	\$12,900
Bid Phase Services	\$2,500
Total	\$17,900

Staff believes continuing with Abonmarche is the most efficient and cost-effective approach due to their existing involvement with the project and familiarity with the approved plans.

Schedule & Coordination

The developer is currently hoping to break ground on the private development in June or July of this year. Coordinating the public infrastructure improvements is important to ensure the units can be occupied upon completion of construction.

Abonmarche's anticipated schedule is as follows:

- Kickoff Meeting: Week of May 18, 2026
- Plans Submitted for Review: June 12, 2026
- Bid Opening: July 9, 2026
- Anticipated Award: August 1, 2026
- Construction Start: September 15, 2026

The amended Development Agreement being presented this month updates project timelines and supporting exhibits to reflect the refined site plans and current project schedule following Technical Review and continued coordination with City staff.

Why This Project Fits RDC Priorities

This project advances several redevelopment goals:

- Supports significant private investment
- Activates an underutilized redevelopment site
- Improves public infrastructure and accessibility
- Supports downtown-adjacent housing growth
- Encourages future property value growth and TIF generation

Requested Motion: *Move to authorize staff to proceed with Abonmarche Consultants for engineering services, preparation of construction plans, bid documents, and bid phase services associated with the public infrastructure improvements for The Row on the Millrace development project in an amount not to exceed \$17,900.*

April 30, 2026

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

RE: **PROPOSAL FOR PROFESSIONAL SERVICES**

The Row on the Millrace – Public Infrastructure
River Race Drive and South Second Street
City of Goshen

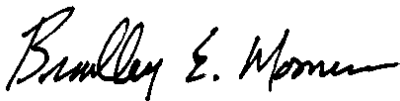
Dear Ms. Hutsell:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional services for the project referenced above. We have tailored our scope of services based upon our past discussions and our current involvement with The Row on the Millrace.

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

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

Sincerely,
ABONMARCHE CONSULTANTS, INC.



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

WORK PLAN

PROJECT UNDERSTANDING

The proposed project includes modifications and additions to the existing public infrastructure on River Race Drive, West Purl Street, South Second Street, and West Monroe Street to accommodate The Row on the Millrace Residential Townhome Project. The schematic design of the public infrastructure modifications and additions as shown on the townhome site plans will need advanced, final designed, and compiled into a set of construction plans for bidding and construction by the City of Goshen. Other objectives for this project include:

- Abandon existing water services on River Race Drive not required for the project and install new water services where needed.
- Remove the existing pavement of River Race Drive from West Purl Street to Monroe Street and replace with full depth pavement after the water services are completed.
- Remove the existing west curb of River Race Drive adjacent to the project and install a continuous depressed curb the entire length. A new sidewalk will be installed adjacent and flush with the depressed curb and connect to sidewalks on West Purl Street and West Monroe Street.
- Add sidewalk ramps to River Race Drive at West Purl Street and West Monroe Street and additional sidewalk as needed to align ramps for crosswalks.
- Remove the existing angled parking on West Purl Street and install new curb and sidewalk to follow the driving lane. The existing storm inlet will need to be relocated to the new curb line. The remaining area behind the new sidewalk will be graded as lawn and contain future street trees to be planted by the townhomes. New storm sewer structures will be installed behind the new sidewalk for roof downspouts of the townhomes.
- The existing sanitary laterals on South Second Street will be modified by relocating the clean-outs to the west and abandoning laterals not needed by plugging below grade.
- The existing sidewalk along South Second Street and West Monroe Street will be removed and replaced to be adjacent to the existing curb. Previously prepared topographic survey for the townhome project will be supplemented with additional survey information to design the modifications and additions as listed above
- Public bidding and funding by the city.
- Construction Stormwater General Permit (CSGP) for the townhomes includes the construction limits for the public infrastructure and is anticipated to be utilized.



SCOPE OF SERVICES

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

Task #1: Supplement Survey

This task includes performing field work to supplement the topographic survey previously prepared for the townhome project to add information on sidewalk, pavement, and curb tie-in points at various locations that will be utilized in the construction plans.

Task #2: Construction Plans

This task includes preparing construction plans for the proposed project, which are anticipated to include a cover sheet, updated topographic survey, site plan identifying the proposed public infrastructure work items, grading plan/details, associated construction details, and erosion control measures. Project specifications will be prepared using the City's typical language.

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

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

Task #3: Bid Phase Services

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



FEES FOR SERVICES

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

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

Task #1	Supplement Survey.....	\$ 2,500
Task #2	Construction Plans.....	\$ 12,900
Task #3	Bid Phase Services	\$ 2,500

TOTAL: **\$ 17,900 (Lump Sum)**



ANTICIPATED SCHEDULE

If a Notice to Proceed is furnished by May 13, 2026, ABONMARCHE proposes to proceed with the following anticipated schedule:

Week of May 18, 2026	Kickoff Meeting with City
June 12	Submit Plans and Bid Documents to City for Review
June 19	Advertisement No. 1
June 26	Advertisement No. 2
July 9	Bid Opening
August 1	Anticipated Award
September 15	Start Construction

INFORMATION TO BE PROVIDED BY CITY

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

ADDITIONAL SERVICES OFFERED BY ABONMARCHE

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





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Memorandum

TO: Redevelopment Commission
FROM: Becky Hutsell, Redevelopment Director
RE: **Lincoln Avenue “Restaurant Row” Project – Summary, Funding, and Authorization Request**
DATE: May 12, 2026

Project Overview

The Lincoln Avenue “Restaurant Row” project focuses on the 100 block of East Lincoln Avenue between Main Street and 5th Street, a key downtown corridor with strong connections to the Pumpkinvine, MapleHeart, and Millrace Trails.

This corridor is experiencing significant private investment, including the renovation and relocation of Topsy Biscuit and Dutch Maid Bakery, and the relocation of Venturi’s into a larger space to the west. The existing Venturi’s space is anticipated to become another restaurant, further strengthening this area as a concentrated dining destination.

The project has received strong community support, including from the Goshen Chamber of Commerce, Elkhart County Convention & Visitors Bureau, and the Pumpkinvine Trails Coalition, and business owners within the corridor have expressed strong enthusiasm for the proposed concept.

Initial planning and design work with JPR has been funded through Civil City funds, positioning the project for implementation.

The project follows a phased approach:

- Short-term tactical activation (2026)
- Long-term streetscape reconstruction

This phased approach allows the City to test design concepts and gather real-world feedback before committing to permanent infrastructure.

Short-Term Activation (2026)

The short-term phase is a tactical urbanism demonstration designed to create immediate impact while testing long-term concepts. Installation is anticipated in Summer 2026, aligned with the grant timeline.

Key elements include:

- Pop-up patios and parklet-style dining areas
- Decorative fencing to define outdoor dining and buffer traffic
- Expanded pedestrian space (delineated walkways in the existing parallel parking space on the north side of Lincoln Avenue)

- Planters, benches, bike racks, and trash receptacles
- Pavement markings and flexible delineators
- Public art, lighting, and wayfinding
- Temporary ADA ramps and maintained access points

These elements are temporary but intentionally reusable, allowing them to be incorporated into the permanent project and reducing future capital costs.

Transportation Design

Earlier concepts explored a two-way cycle track; however, based on feedback, the preferred design includes a bike lane in each direction, improving clarity and safety.

To accommodate the expanded pedestrian space, it is anticipated that parallel parking on the north side of Lincoln Avenue from Main Street to 5th Street would be removed and repurposed as a pedestrian walkway. While this results in the loss of some on-street parking, nearby public parking and alley access remain available. This approach prioritizes pedestrian safety, accessibility, and business visibility in a high-foot-traffic corridor.

Civil City funds are available to support restriping associated with these lane modifications in 2026.

Funding Approach

- The City has received a \$10,000 Tactical Urbanism Grant from the Indiana Department of Health to support activation elements.
- The Redevelopment Commission would fund shared infrastructure, including decorative fencing and corridor-defining elements.
- Businesses will fund tables, chairs, and dining-specific furnishings within their spaces.

This creates a public-private partnership that balances consistency with flexibility.

Long-Term Vision & Capital Planning

The long-term project includes:

- Sidewalk widening and ADA improvements (existing sidewalks are not currently ADA compliant)
- Permanent lighting and furnishings
- Bike and pedestrian infrastructure
- Alley activation and connectivity improvements

Estimated costs:

- Temporary improvements: ~\$87,650
- Permanent construction: ~\$409,597
- Total project (with contingencies): ~\$596,697

Recent and ongoing private investment within this corridor is expected to increase assessed property values, which in turn will generate additional TIF revenue for the Redevelopment Commission on an annual basis.

Funds are available within RDC capacity, and staff recommends incorporating approximately \$500,000 into the Commission's 5-year capital plan to advance this project.

This recommendation aligns directly with the Commission's role in funding infrastructure that supports economic development and private investment.

Why This Project Fits RDC Priorities

This project advances core redevelopment goals:

- Economic development: supports business growth and increased activity
- Infrastructure investment: improves a key downtown corridor
- Leveraging private investment: builds on active business expansion
- Placemaking: enhances quality of life and downtown vibrancy
- Revenue growth: supports increased assessed value and long-term TIF generation

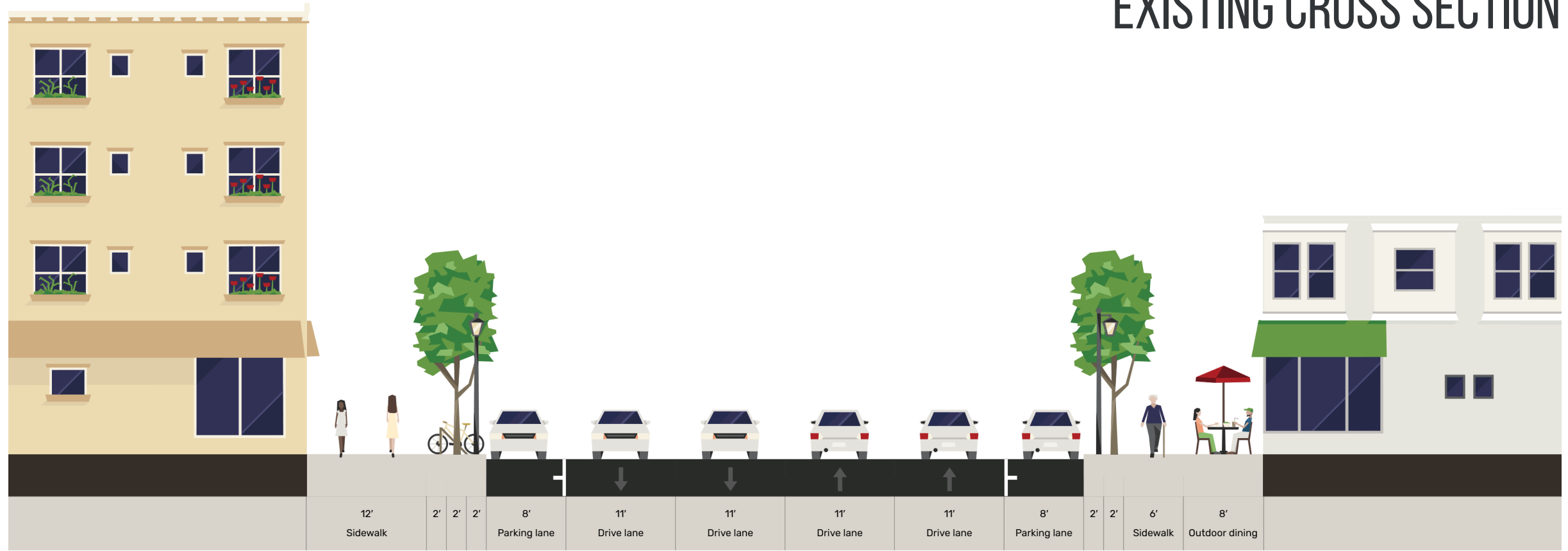
Key Takeaways

- A high-impact corridor is already seeing strong private investment
- The project has broad community and stakeholder support
- A \$10,000 grant supports immediate activation
- Civil City funds have supported planning and will fund restriping
- Staff recommends including \$500,000 in the capital plan
- The phased approach allows testing now, building smart later
- Short-term investments are reusable and aligned with the long-term vision

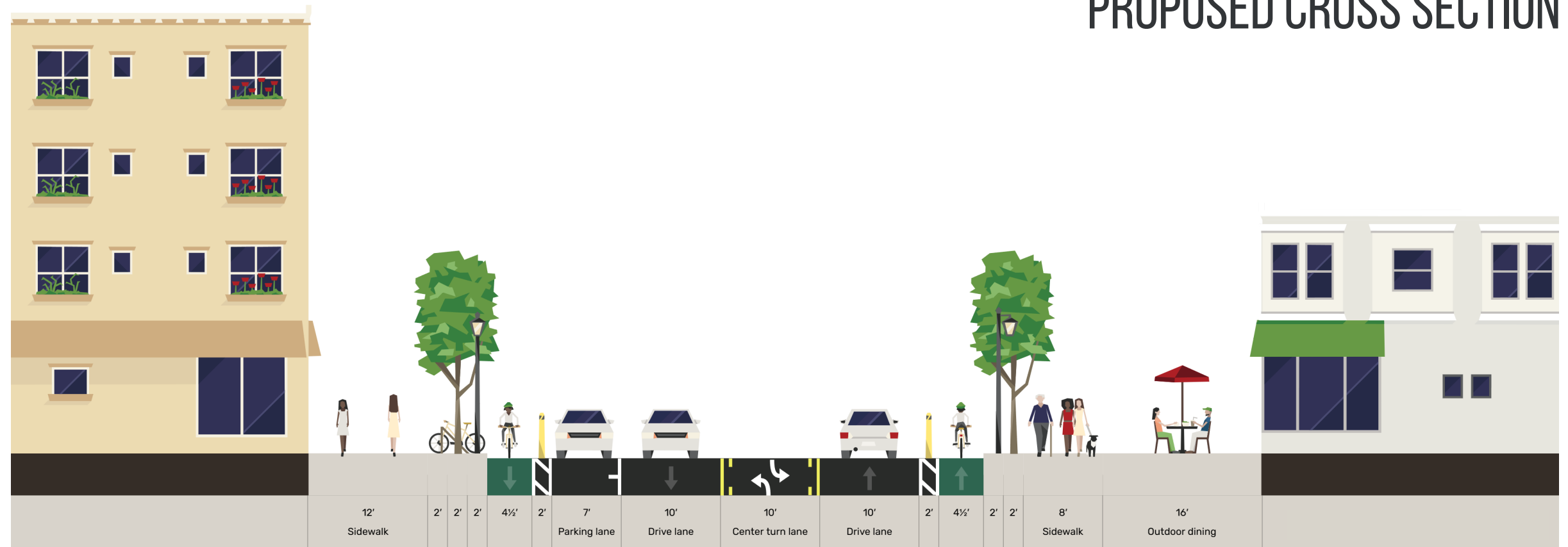
Requested Motion: Move to authorize staff to proceed with procurement and installation of short-term tactical urbanism elements for the Lincoln Avenue “Restaurant Row” project, including decorative fencing, planters, benches, bike racks, and related infrastructure, in an amount not to exceed available budgeted funds, and to incorporate the Lincoln Avenue “Restaurant Row” project into the Redevelopment Commission’s 5-year capital improvement plan with an anticipated allocation of approximately \$500,000 for future permanent streetscape improvements.

POTENTIAL CROSS SECTIONS

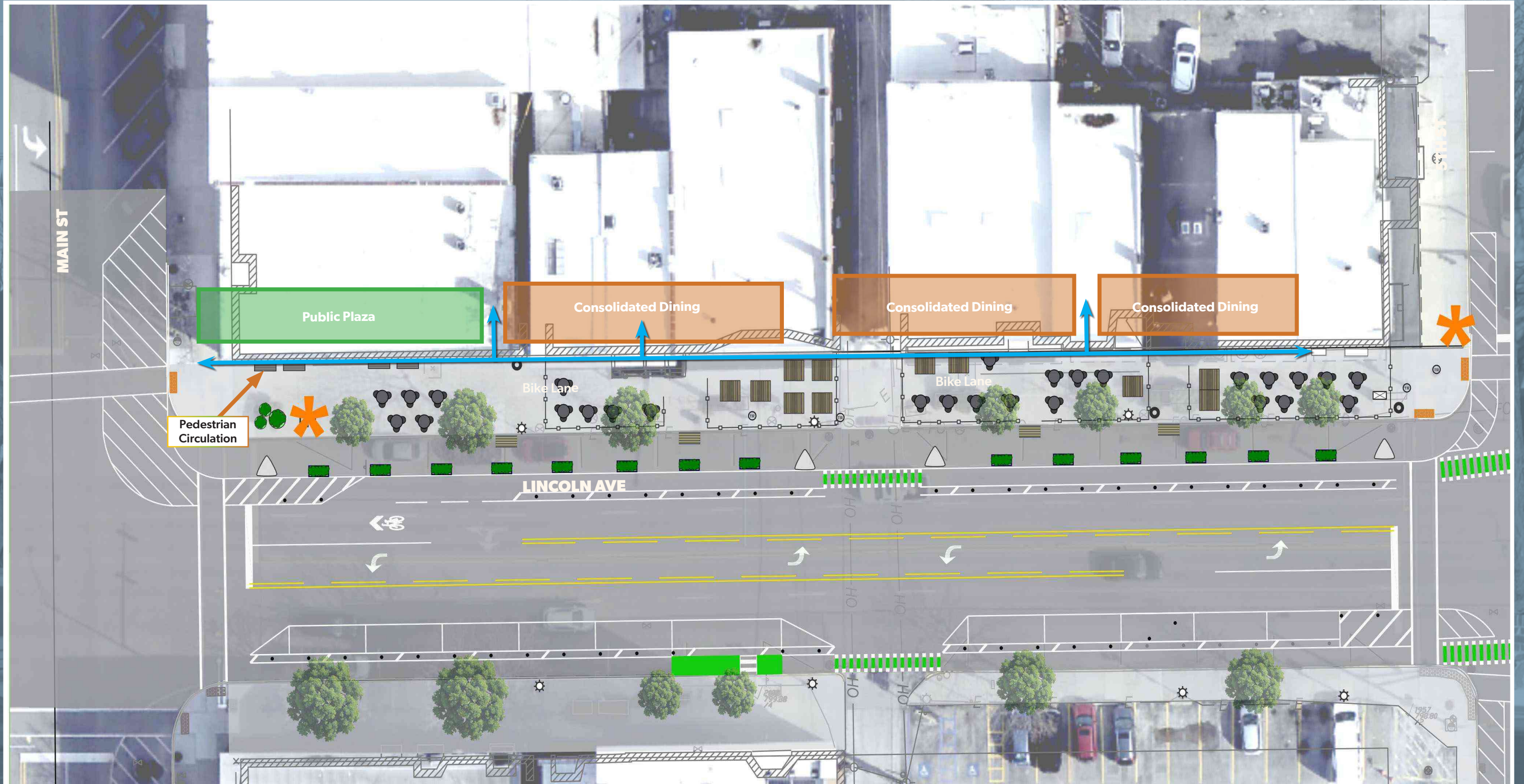
EXISTING CROSS SECTION



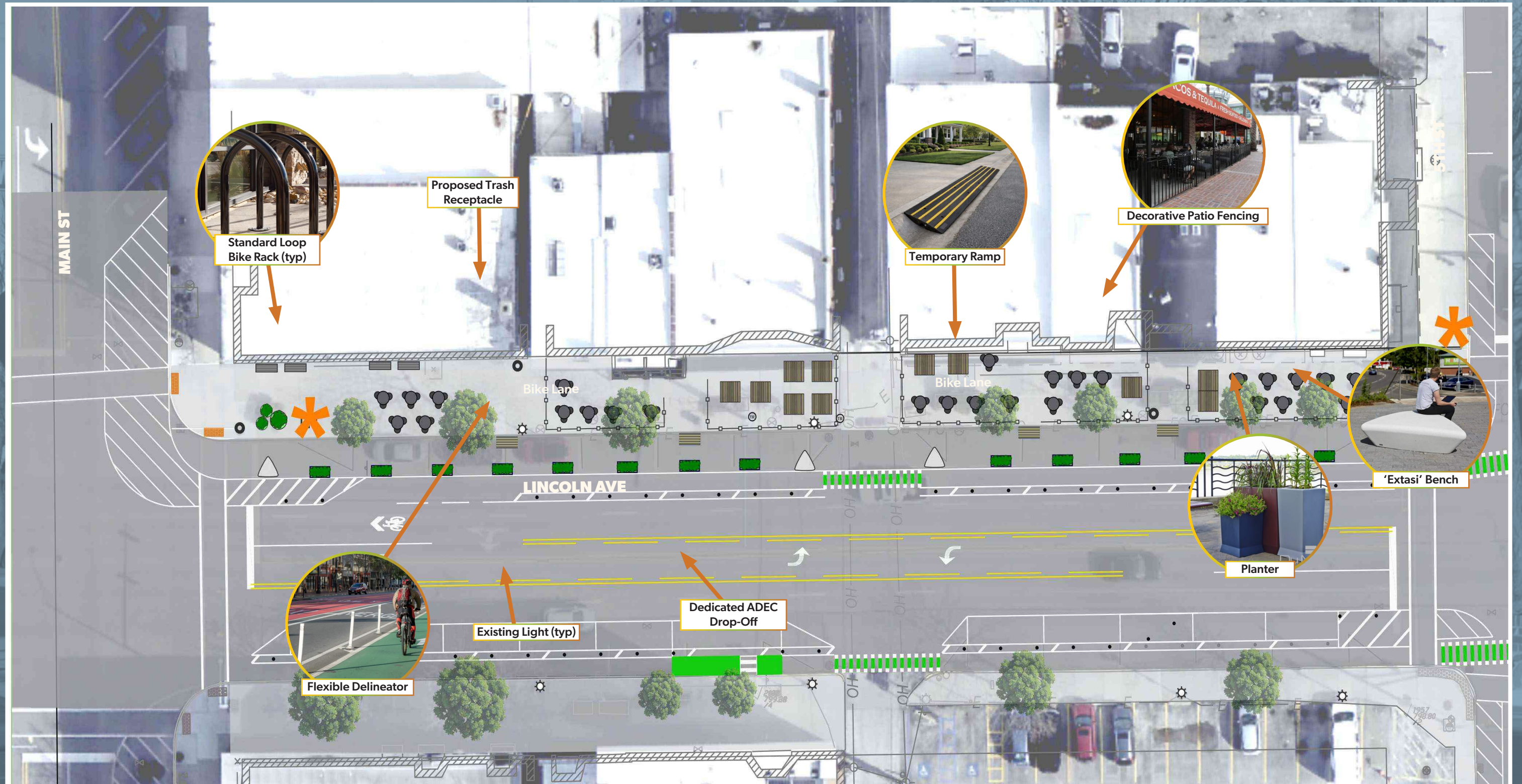
PROPOSED CROSS SECTION



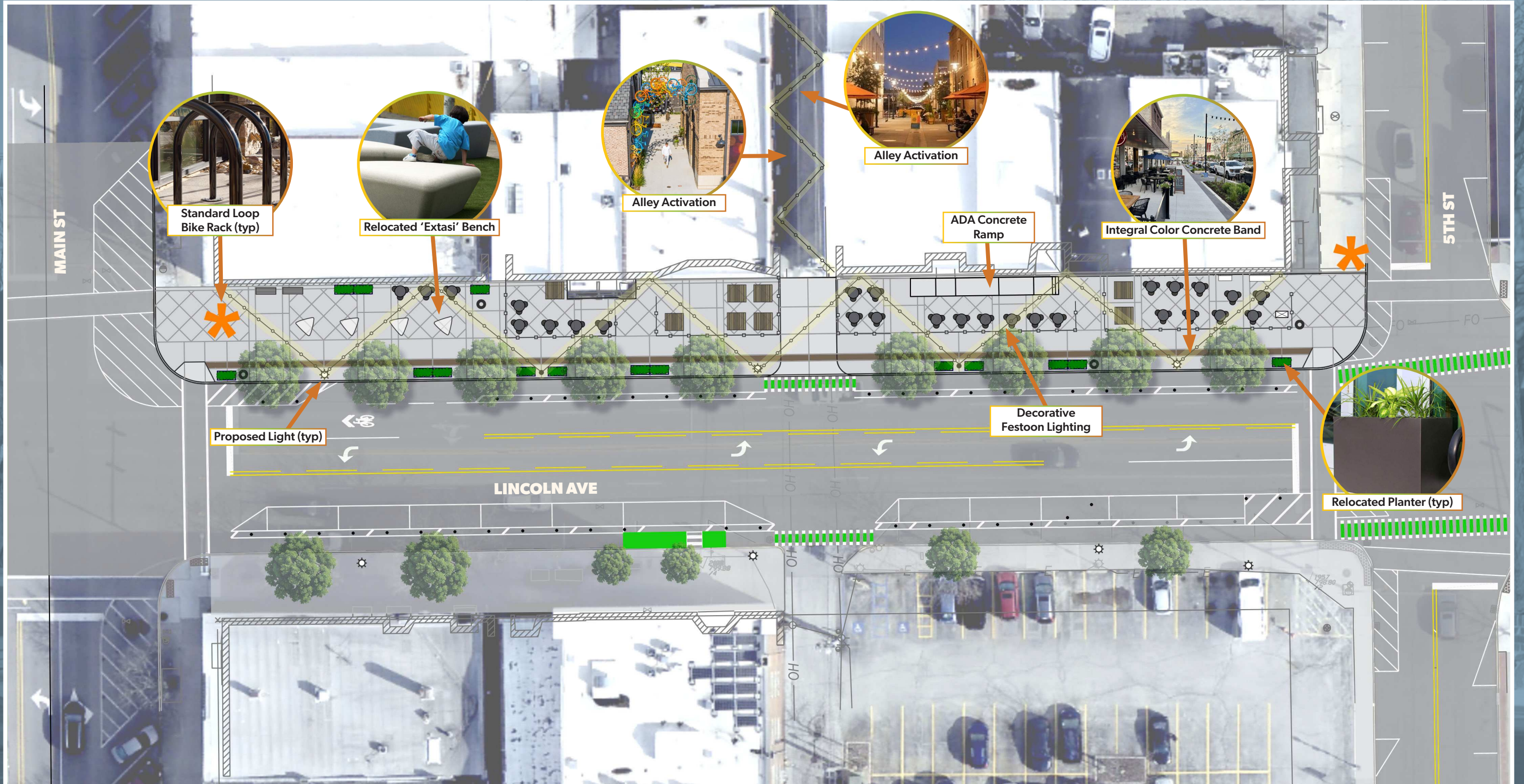
SHORT TERM CONCEPT



SHORT TERM CONCEPT



LONG TERM CONCEPT

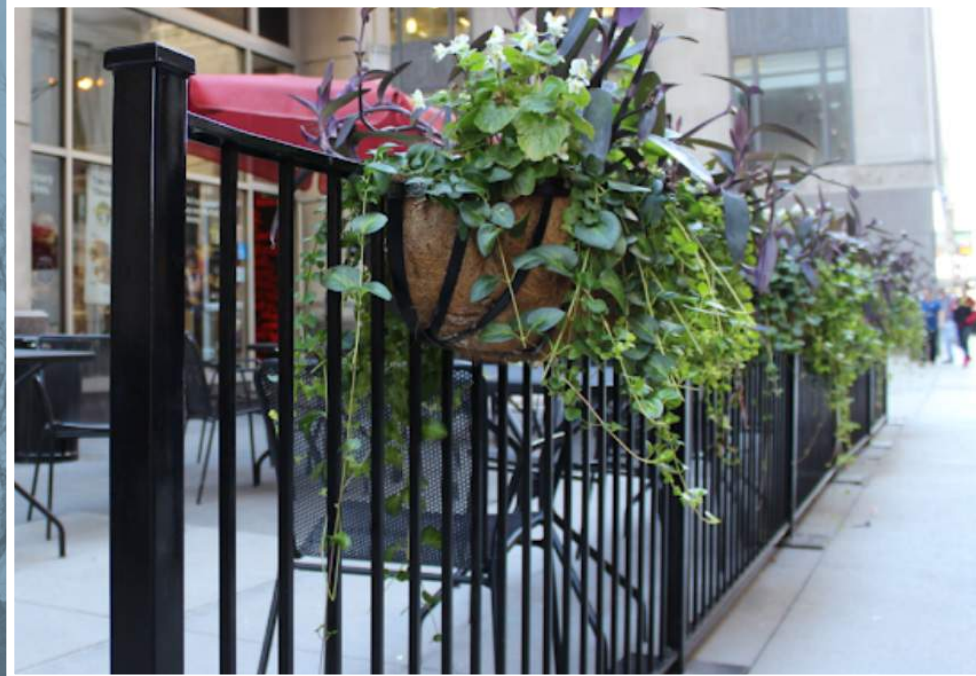


FURNISHING OPTIONS

BENCHES:



FENCING & BIKE RACKS:



PLANTERS:



COST ESTIMATES

TEMPORARY INSTALLATION	\$87,650.00
PERMANENT INSTALLATION	\$409,597.41
TOTAL	\$497,247.41
CONSTRUCTION CONTINGENCY (10%)	\$49,724.74
DESIGN CONTINGENCY (10%)	\$49,724.74
GRAND TOTAL	\$596,696.89
ALLEYWAY IMPROVEMENTS	\$138,843.89
ALTERNATE CONSIDERATIONS	\$63,300.00
TOTAL	\$203,143.89
CONSTRUCTION CONTINGENCY (10%)	\$20,314.39
DESIGN CONTINGENCY (10%)	\$20,314.39
GRAND TOTAL	\$243,772.67

The city should anticipate and plan for additional design and engineering fees, which are not included in the construction cost estimate above. It is recommended to budget an additional 8% to 10% of the estimated construction cost to cover professional design services.



**Engineering Department
CITY OF GOSHEN**

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

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Memorandum

To: Goshen Redevelopment

From: Goshen Engineering

**RE: STEURY AVENUE & LINCOLN AVENUE RECONSTRUCTION & DRAINAGE
IMPROVEMENTS – CHANGE ORDER NO. 7 (JN: 2019-0046)**

Date: May 12, 2026

Niblock Excavating has consistently encountered pockets of trapped groundwater flowing within existing utility trenches in Phase II of this project. In order to intercept and drain groundwater away from the proposed roadway subbase, City staff and Niblock believe that additional underground drainage is necessary. This consists of additional 6-inch perforated PVC pipes at the intersection of Lincoln Avenue and Steury Avenue, as well as field-perforating the proposed 12-inch PVC storm pipes in locations where these cross the roadway. Perforated pipes will be encased in clean No. 8 aggregate, lined with geotextile. Tracer wire would be run with the 6-inch perforated pipes to aid location.

Niblock Excavating provided linear foot prices of \$149 for the 6-inch pipes and \$159 for the 12-inch pipes, each including all labor and materials. The 6-inch price is comparable to the cost for similar underground drainage installed during the City's recent reconstruction of Hackett Road. Niblock has requested seven (7) days to be added to the contract to complete this work.

Goshen Engineering requests that the Goshen Redevelopment Commission approve Change Order No. 7 for \$88,130. This change, along with previous changes, increases the value of the contract by 3.26%.

Suggested Motion: Move to approve Change Order No. 7 in the amount of \$88,130.00 to provide additional underground drainage.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 7
Date: 5/12/2026

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

OWNER: City of Goshen
PROJECT NAME: Steury Avenue and Lincoln Avenue Reconstruction Project
PROJECT NUMBER: 2019-0046
CONTRACTOR: Niblock Excavating, Inc.

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

Niblock Excavating has consistently encountered pockets of trapped groundwater flowing within existing utility trenches. In order to intercept and drain groundwater away from the proposed roadway subbase, 6-inch perforated PVC pipes will be added at the intersection of Lincoln Avenue and Steury Avenue. Where 12-inch PVC storm pipes will cross the roadway, these will be field-perforated to provide additional drainage points. Perforated pipes will be encased in clean No. 8 aggregate and geotextile. Tracer wire will be run with the 6" perforated pipes to aid location. Seven (7) days will be added to the contract to complete this additional work.

CO 7.1	Storm Sewer Pipe, Perforated, SDR35 6" with tracer wire	250 LFT	@ \$149.00	-----	\$37,250.00
CO7.2	Storm Sewer Pipe, Perforated, SDR35, 12"	320 LFT	@ \$159.00	-----	\$50,880.00

Subtotal= \$88,130.00

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 7

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$9,097,758.00
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to <u>6</u>	\$208,094.00
3. Amount of Contract, not including this supplement	\$9,305,852.00
4. Addition/ Reduction to Contract due to this supplement	\$88,130.00
5. Amount of Contract, including this supplemental	\$9,393,982.00
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$296,224.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>7</u> (Line 6 divided by Line 1)	3.26%

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 7 calendar days, making the final completion date August 18, 2026.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
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 K. Sailor 5.07.26

Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Becky Hutsell, Redevelopment Director

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

BY: _____
Signature of authorized representative

Printed

Title

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 **April 15, 2026, through May 8, 2026**, and finds that entries are allowed in the total amount of **\$312,794.18**.

APPROVED on May 12, 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: [0210047 - A & Z ENGINEERING, LLC](#) **Vendor Total:** 1,060.57

26-2941-2	Invoice	5/21/2026	4/16/2026	5/16/2026	4/16/2026	1,060.57	0.00	0.00	0.00	1,060.57
COLLEGE AVE PHASE 1 INSPECTION		AP1ST - AP1ST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
COLLEGE AVE PHASE 1 INSPECTION	N/A	0.00	0.00	1,060.57	0.00	0.00	0.00	1,060.57

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS		1,060.57	100.00%

Vendor: [0205859 - ABONMARCHÉ CONSULTANTS, INCORPORATED](#) **Vendor Total:** 30,500.00

163509	Invoice	5/21/2026	4/13/2026	5/13/2026	4/13/2026	6,000.00	0.00	0.00	0.00	6,000.00
CHERRY CREEK SIDEWALK		AP1ST - AP1ST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CHERRY CREEK	N/A	0.00	0.00	6,000.00	0.00	0.00	0.00	6,000.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS		6,000.00	100.00%

163706	Invoice	5/21/2026	4/23/2026	5/23/2026	4/23/2026	22,000.00	0.00	0.00	0.00	22,000.00
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	22,000.00	0.00	0.00	0.00	22,000.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ		22,000.00	100.00%

163707	Invoice	5/21/2026	4/23/2026	5/23/2026	4/23/2026	2,500.00	0.00	0.00	0.00	2,500.00
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	2,500.00	0.00	0.00	0.00	2,500.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS		2,500.00	100.00%

Vendor: [0203093 - AMERICAN STRUCTUREPOINT, INC.](#) **Vendor Total:** 45,623.25

203540	Invoice	5/21/2026	4/14/2026	5/14/2026	4/14/2026	8,010.00	0.00	0.00	0.00	8,010.00
US 33 SANITARY SEWER PROJECT		AP1ST - AP1ST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
US 33 SANITARY SEWER PROJECT	N/A	0.00	0.00	8,010.00	0.00	0.00	0.00	8,010.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS		8,010.00	100.00%

203541	Invoice	5/21/2026	4/14/2026	5/14/2026	4/14/2026	21,332.00	0.00	0.00	0.00	21,332.00
US 33 UTILITY RELOCATION DESIGN		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 UTILITY RELOCATION DESIGN	N/A	0.00	0.00	21,332.00	0.00	0.00	0.00	21,332.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				21,332.00	100.00%				
204213-35	Invoice	5/21/2026	4/24/2026	5/24/2026	4/24/2026	15,836.25	0.00	0.00	0.00	15,836.25
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	15,836.25	0.00	0.00	0.00	15,836.25		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				15,836.25	100.00%				
204215-48	Invoice	5/21/2026	4/24/2026	5/24/2026	4/24/2026	445.00	0.00	0.00	0.00	445.00
COLELGE AVE PHASE 1	AP1ST - AP1ST					No				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
COLELGE AVE PHASE 1	N/A	0.00	0.00	445.00	0.00	0.00	0.00	445.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				445.00	100.00%				

Vendor: [0209852 - COLIN MICHAEL AVILA](#) **Vendor Total:** 507.00

44868	Invoice	5/21/2026	5/1/2026	5/31/2026	5/1/2026	507.00	0.00	0.00	0.00	507.00
APRIL RDC MOWING	AP1ST - AP1ST					No				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
APRIL RDC MOWING	N/A	0.00	0.00	507.00	0.00	0.00	0.00	507.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
2226-5-00-4310502	REDV OP/CONTRACT SVCS				507.00	100.00%				

Vendor: [0212772 - EGIS BLN USA INC.](#) **Vendor Total:** 3,689.08

84558R-29	Invoice	5/21/2026	4/10/2026	5/10/2026	4/10/2026	3,689.08	0.00	0.00	0.00	3,689.08
ENC BLACKPORT DRIVE RECONSTRUCTION	AP1ST - AP1ST					No				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
ENC BLACKPORT DRIVE RECONSTRUCTI...	N/A	0.00	0.00	3,689.08	0.00	0.00	0.00	3,689.08		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS				3,689.08	100.00%				

Vendor: [0200463 - JONES PETRIE RAFINSKI CORP.](#) **Vendor Total:** 5,731.78

0052837-11	Invoice	5/21/2026	4/30/2026	5/30/2026	4/30/2026	5,731.78	0.00	0.00	0.00	5,731.78
CENTURY DRIVE RECONSTRUCTION	AP1ST - AP1ST					No				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
CENTURY DRIVE RECONSTRUCTION	N/A	0.00	0.00	5,731.78	0.00	0.00	0.00	5,731.78		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				5,731.78	100.00%				

Vendor: [0201046 - MENARDS, INC](#) **Vendor Total:** 276.88

10041	Invoice	5/21/2026	4/23/2026	5/23/2026	4/23/2026	13.07	0.00	0.00	0.00	13.07
309 E KERCHER	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	
309 E KERCHER Distributions	N/A		0.00	0.00	13.07	0.00	0.00	0.00	13.07	
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				13.07	100.00%				
1269	Invoice	5/21/2026	4/28/2026	5/28/2026	4/28/2026	208.02	0.00	0.00	0.00	208.02
309 E KERCHER	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	208.02	0.00	0.00	0.00	208.02	
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				208.02	100.00%				
1381	Invoice	5/21/2026	4/30/2026	5/30/2026	4/30/2026	36.87	0.00	0.00	0.00	36.87
309 E KERCHER	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	36.87	0.00	0.00	0.00	36.87	
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				36.87	100.00%				
989	Invoice	5/21/2026	4/23/2026	5/23/2026	4/23/2026	18.92	0.00	0.00	0.00	18.92
309 E KERCHER	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	18.92	0.00	0.00	0.00	18.92	
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				18.92	100.00%				

Vendor: [0200653 - NIBLOCK EXCAVATING, INC.](#)

Vendor Total: 187,298.96

14160	Invoice	5/21/2026	4/28/2026	5/28/2026	4/28/2026	187,298.96	0.00	0.00	0.00	187,298.96
ENC STEURY LINCOLN RECONSTRUCTION	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ENC STEURY LINCOLN RECONSTRUCTION Distributions	N/A		0.00	0.00	187,298.96	0.00	0.00	0.00	187,298.96	
Account Number	Account Name	Project Account Key			Amount	Percent				
4502-5-00-4440000	ARP/CAPITAL OUTLAYS				187,298.96	100.00%				

Vendor: [0213917 - RADON ENVIRONMENTAL, INC.](#)

Vendor Total: 7,500.00

24908	Invoice	5/21/2026	4/8/2026	4/8/2026	4/8/2026	7,500.00	0.00	0.00	0.00	7,500.00
113 W JEFFERSON ST	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
113 W JEFFERSON ST Distributions	N/A		0.00	0.00	7,500.00	0.00	0.00	0.00	7,500.00	
Account Number	Account Name	Project Account Key			Amount	Percent				
4446-5-00-4390930	CONS RR/US33/OTHER SVCS & CHGS				7,500.00	100.00%				

Vendor: [0200953 - YAW CONSTRUCTION INC.](#)

Vendor Total: 30,245.00

2026-02	Invoice	5/21/2026	4/26/2026	5/26/2026	4/26/2026	30,245.00	0.00	0.00	0.00	30,245.00
DOWNTOWN VAULTS	AP1ST - AP1ST				No					

Payable Register

Packet: APPKT05511 - RDC 5/21/26

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	
DOWNTOWN VAULTS Distributions	N/A		0.00	0.00	30,245.00	0.00	0.00	0.00	30,245.00	
Account Number	Account Name		Project	Account Key	Amount	Percent				
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT				30,245.00	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	18	312,432.52	0.00	0.00	0.00	312,432.52	0.00	312,432.52
Grand Total:		312,432.52	0.00	0.00	0.00	312,432.52	0.00	312,432.52

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
2226-5-00-4310502	REDV OP/CONTRACT SVCS	507.00
Total:		507.00

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS	60,915.60
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS	276.88
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ	22,000.00
Total:		83,192.48

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS	3,689.08
4446-5-00-4390930	CONS RR/US33/OTHER SVCS & CHGS	7,500.00
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT	30,245.00
Total:		41,434.08

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4502-5-00-4440000	ARP/CAPITAL OUTLAYS	187,298.96
Total:		187,298.96



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0210420 - AMAZON CAPITAL SERVICES, INC.										Vendor Total: 304.00
13QR-TQ7C-RXJJ	Invoice	5/7/2026	4/20/2026	5/20/2026	4/20/2026	203.52	0.00	0.00	0.00	203.52
309 E KERCHER	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	203.52	0.00	0.00	0.00	203.52	
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				203.52	100.00%				
17CW-XCDG-GNY3	Credit Memo	5/7/2026	4/28/2026	5/28/2026	4/28/2026	-25.19	0.00	0.00	0.00	-25.19
309 E KERCHER	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	-25.19	0.00	0.00	0.00	-25.19	
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				-25.19	100.00%				
1DN3-96X9-PYFR	Credit Memo	5/7/2026	4/27/2026	5/27/2026	4/27/2026	-20.15	0.00	0.00	0.00	-20.15
309 E KERCHER	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	-20.15	0.00	0.00	0.00	-20.15	
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				-20.15	100.00%				
1G1X-GNFF-GJNV	Credit Memo	5/7/2026	4/27/2026	5/27/2026	4/27/2026	-24.29	0.00	0.00	0.00	-24.29
309 E KERCHER	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	-24.29	0.00	0.00	0.00	-24.29	
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				-24.29	100.00%				
1LRM-1D41-C9DM	Credit Memo	5/7/2026	4/21/2026	5/21/2026	4/21/2026	-24.28	0.00	0.00	0.00	-24.28
309 E KERCHER	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	-24.28	0.00	0.00	0.00	-24.28	
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				-24.28	100.00%				
1MXX-LJNF-PCXX	Credit Memo	5/7/2026	4/27/2026	5/27/2026	4/27/2026	-20.15	0.00	0.00	0.00	-20.15
309 E KERCHER	AP1ST - AP1ST				No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	-20.15	0.00	0.00	0.00	-20.15	
Account Number	Account Name	Project Account Key		Amount	Percent					
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS			-20.15	100.00%					
1XCQ-WL7X-GHK4	Credit Memo	5/7/2026	4/28/2026	5/28/2026	4/28/2026	-22.49	0.00	0.00	0.00	-22.49
309 E KERCHER	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	-22.49	0.00	0.00	0.00	-22.49	
Account Number	Account Name	Project Account Key		Amount	Percent					
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS			-22.49	100.00%					
1XXX-4VGW-P914	Invoice	5/7/2026	4/16/2026	5/16/2026	4/16/2026	173.88	0.00	0.00	0.00	173.88
309 E KERCHER	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	173.88	0.00	0.00	0.00	173.88	
Account Number	Account Name	Project Account Key		Amount	Percent					
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS			173.88	100.00%					
1Y1T-K96L-Q7C4	Invoice	5/7/2026	4/20/2026	5/20/2026	4/20/2026	63.15	0.00	0.00	0.00	63.15
309 E KERCHER	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	63.15	0.00	0.00	0.00	63.15	
Account Number	Account Name	Project Account Key		Amount	Percent					
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS			63.15	100.00%					

Vendor: [0201046 - MENARDS, INC](#)

Vendor Total: 43.48

97278	Invoice	5/7/2026	4/30/2026	5/30/2026	4/30/2026	43.48	0.00	0.00	0.00	43.48
309 E KERCHER RD	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER RD Distributions	N/A		0.00	0.00	43.48	0.00	0.00	0.00	43.48	
Account Number	Account Name	Project Account Key		Amount	Percent					
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS			43.48	100.00%					

Vendor: [0207700 - TRACEE NORTON](#)

Vendor Total: 7.18

042426	Invoice	5/7/2026	4/24/2026	5/24/2026	4/24/2026	7.18	0.00	0.00	0.00	7.18
309 E KERCHER	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER Distributions	N/A		0.00	0.00	7.18	0.00	0.00	0.00	7.18	
Account Number	Account Name	Project Account Key		Amount	Percent					
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS			7.18	100.00%					

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Credit Memo	6	-136.55	0.00	0.00	0.00	-136.55	0.00	-136.55
Invoice	5	491.21	0.00	0.00	0.00	491.21	0.00	491.21
Grand Total:		354.66	0.00	0.00	0.00	354.66	0.00	354.66

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS	354.66
	Total:	354.66



May 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

May 2026 Redevelopment Staff Report

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 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 2025. 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 has been re-closed so that Niblock can complete the new storm sewer system and utility services on Lincoln Avenue. Once complete by 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.

Staff is working to coordinate a tour for the RDC members with the developer.

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

May 2026 Redevelopment Staff Report

The Commission approved a Development Agreement in March 2025 for The Row on the Millrace townhome development along River Race Drive. The project includes the construction of three residential buildings containing eighteen townhome units and represents approximately \$9 million in private investment.

Since approval of the original agreement, the developer has continued working with City staff through the Technical Review process to refine site design, utility coordination, grading, landscaping, and overall project layout. Staff is presenting an amended development agreement this month to update project schedules, finalized site plans, development exhibits, and investment milestones consistent with the completed Technical Review process.

The Plan Commission has approved the subdivision replat necessary to adjust the western property line, and staff is also requesting approval of an agreement with Abonmarche Consultants to prepare final construction plans and bid documents for the associated public infrastructure improvements, including River Race Drive reconstruction, sidewalk and curb improvements, utility modifications, and related public right-of-way work.

The developer currently anticipates breaking ground on the project in June or July 2026.

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

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10-foot multi-use path on the north side of College Ave from US 33 to the railroad crossing. A new pedestrian bridge will carry the multi-use path over Horn Ditch.

The city selected American Structurepoint to complete the design.

HRP Construction was awarded the construction contract with INDOT.

PROJECT UPDATE

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

Elkhart County's bridge over Horn Ditch will be reconstructed as part of this project. The County was originally prepared to replace the bridge several years ago, but project delays encountered with the City's relocation of the lift station, force main, and water main forced the County to delay their project. Elkhart County retained Structurepoint to incorporate 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 is continuing their utility relocation work, and NIPSCO Gas is mobilizing to start their relocation. HRP is inspecting each utility relocation 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 8 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.

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PROJECT UPDATE

American Structurepoint is working on utility coordination, design, and environmental assessment. Stage I plans were completed and have been submitted to INDOT. Storm sewer design is nearly complete. Preliminary Field Check plans are scheduled for completion in the first half of 2026. Structurepoint and City staff are working through traffic control and detour plans in consultation with Goshen EMS and affected properties, including Goshen College and Greencroft.

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 8 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.

Structurepoint notified City staff of possible delays due to extended State and Federal environmental review timelines. We are reaching out to MACOG to discuss these potential impacts.

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.

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 (NS) is underway. Initial comments were received from NS and their consultant, AECOM, in March. A follow-up diagnostic meeting with NS and AECOM was held on May 6, and Abonmarche is consulting with INDOT and working on a revised submittal for the Railroad. City staff are also in discussions with Norfolk Southern representatives regarding several other pedestrian crossings within the City.

Estimated costs are shown in Table 1 on page 8 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

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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

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.

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

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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. The project is currently advertised, and bids will be presented to Redevelopment this month. Construction of Century Drive between College Avenue and Eisenhower Drive is expected to begin in late summer 2026, to be completed before the College Avenue - Phase I road closures in 2027. The remainder of the project would be completed in 2027. An RFP for Construction Inspection Services has been issued to numerous consultants with a due date of May 21st, 2026. The scope of services would include both Century Drive and the Maple City Industrial Park.

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.

19. MAPLE CITY INDUSTRIAL PARK RECONSTRUCTION

PROJECT DESCRIPTION

The reconstruction project was originally bid on January 29th, 2026 and all bids were rejected. Additional work was added to the bid package outside of the industrial park and the project was re-bid on April 2nd, 2026. The low bidder was Niblock Excavating at \$3,751,616.10 for the Redevelopment portion, all within the industrial park. The construction schedule is to be determined at the future pre-construction meeting.

20. BLACKPORT DRIVE FROM E MONROE STREET TO E LINCOLN AVENUE

PROJECT DESCRIPTION

The project, as originally conceived, involved full reconstruction of Blackport Drive with curb-and-gutter, as well as a shared-use path along the west side of the roadway. Beam, Longest, & Neff (now Egis) was selected to complete the design. Geotechnical investigation later revealed deep layers of unsuitable soils in the wetland area, which would have required the use of either deep foundations if the shared use path was installed as a boardwalk or extensive construction measures to provide a stable working foundation if the path was placed on an embankment. The high cost and estimated long-term settlement led to a decision to omit the shared-use path entirely and revise the project.

The revised project includes asphalt pavement milling with an HMA overlay over geotextile interlayer, with a leveling course that will correct roadway cross-slope, replacement of the culvert within the wetland area and other minor drainage improvements, as well as construction of a new sidewalk on the east side of Blackport Drive from Dykstra Street north to Lincoln Avenue. The project is expected to be under construction in 2029.

PROJECT UPDATE

Egis is working on the Preliminary Field Check plans and continuing work on the environmental document and utility coordination. MACOG has programmed funds for estimated costs of all stages of the revised project.

Estimated costs are shown in Table 1 on page 8 of the Report.

Table 1 Estimated Costs for College Avenue LPA Projects

Project	Phase	Total Costs		Federal Costs		Local Costs		Revised Cost with Federal Funds Less than Requested		Revised Cost with Federal Funds as Requested		Net Change		Federal %
		Current Estimate	Current Programmed	Future Revised Funding Request / Revised Funding Level	Budgeted Cost	Federal %	Federal %	Net Change	Federal %	Net Change	Federal %			
College Avenue - Phase I (US 33 to Century)	Preliminary Engineering (PE)	\$705,008	\$520,486	\$564,006	\$120,000		\$141,002	\$21,002	\$141,002	\$21,002	\$141,002	\$21,002	80.00%	
	Right-of-Way (RW)	\$1,050,223	\$881,780	\$840,178	\$200,000		\$210,045	\$10,045	\$210,045	\$10,045	\$210,045	\$10,045	80.00%	
	Subtotal, PE & RW	\$1,755,231	\$1,402,266	\$1,404,185	\$320,000		\$351,046	\$31,046	\$351,046	\$31,046	\$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	\$3,038,702	-\$91,298	\$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	\$1,300,604	\$1,300,604	51.19%	
	Subtotal, Construction	\$8,889,306	\$4,550,000	\$4,550,000	\$3,130,000		\$4,339,306	\$1,209,306	\$4,339,306	\$1,209,306	\$4,339,306	\$1,209,306	51.19%	
	Construction Inspection (CI)	\$1,260,597	\$50,000	\$50,000	\$1,000,000		\$1,210,597	\$210,597	\$1,210,597	\$210,597	\$1,210,597	\$210,597	45.32%	
	Subtotal, Construction & CI	\$10,149,903	\$4,599,999.82	\$4,600,000	\$4,130,000		\$5,549,903	\$1,419,903	\$5,549,903	\$1,419,903	\$5,549,903	\$1,419,903	45.32%	
	Additional Cost (Bridge 410)	\$226,200					\$226,200	\$226,200	\$226,200	\$226,200	\$226,200	\$226,200	49.49%	
	Total, All Phases	\$12,131,334	\$6,002,266	\$6,004,185	\$4,450,000		\$6,127,149	\$1,677,149	\$6,127,149	\$1,677,149	\$6,127,149	\$1,677,149	49.49%	
Total, All Phases (RDC Cost Only)	\$12,131,334	\$6,002,266	\$6,004,185	\$4,450,000		\$4,826,545	\$376,545	\$4,826,545	\$376,545	\$4,826,545	\$376,545	60.21%		
<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)	\$478,070	\$343,840	\$382,456	\$140,000		\$134,230	-\$5,770	\$134,230	-\$5,770	\$134,230	-\$5,770	71.92%	
	Right-of-Way (RW)	\$266,975	\$40,000	\$213,580	\$20,000		\$133,488	\$113,488	\$133,488	\$113,488	\$133,488	\$113,488	50.00%	
	Subtotal, PE & RW	\$745,045	\$383,840	\$596,036	\$160,000		\$267,718	\$107,718	\$267,718	\$107,718	\$267,718	\$107,718	64.07%	
	Construction & Contingency	\$7,337,800	\$4,600,000	\$5,870,240	\$970,000		\$2,935,120	\$2,015,120	\$2,935,120	\$2,015,120	\$2,935,120	\$2,015,120	60.00%	
	Construction, Non-Participating	\$1,000,000					\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	80.00%	
	Subtotal, Construction	\$8,337,800	\$4,600,000	\$5,870,240	\$970,000		\$3,935,120	\$3,015,120	\$3,935,120	\$3,015,120	\$3,935,120	\$3,015,120	70.41%	
	Railroad	\$250,000		\$200,000			\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	80.00%	
	Construction Inspection (CI)	\$1,167,292		\$933,834			\$466,917	\$466,917	\$466,917	\$466,917	\$466,917	\$466,917	80.00%	
	Subtotal, Construction & CI	\$9,755,092	\$4,600,000	\$7,004,074	\$920,000		\$4,502,037	\$3,582,037	\$4,502,037	\$3,582,037	\$4,502,037	\$3,582,037	53.85%	
	Total, All Phases	\$10,500,137	\$4,983,840	\$7,600,110	\$1,080,000		\$4,769,754	\$3,689,754	\$4,769,754	\$3,689,754	\$4,769,754	\$3,689,754	54.57%	
<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	\$180,000		\$173,290	-\$6,710	\$173,290	-\$6,710	\$173,290	-\$6,710	80.00%	
	Right-of-Way (RW)	\$1,300,000	\$1,040,000	\$1,040,000	\$270,000		\$260,000	-\$10,000	\$260,000	-\$10,000	\$260,000	-\$10,000	80.00%	
	Subtotal, PE & RW	\$2,166,450	\$1,733,160	\$1,733,160	\$450,000		\$433,290	-\$16,710	\$433,290	-\$16,710	\$433,290	-\$16,710	80.00%	
	Construction & Contingency	\$13,020,000	\$5,900,000	\$10,416,000	\$2,400,000		\$5,208,000	\$2,808,000	\$5,208,000	\$2,808,000	\$5,208,000	\$2,808,000	80.00%	
	Construction, Non-Participating	\$900,000					\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	80.00%	
	Subtotal, Construction	\$13,920,000	\$5,900,000	\$10,416,000	\$2,400,000		\$3,708,000	\$3,708,000	\$3,708,000	\$3,708,000	\$3,708,000	\$3,708,000	74.83%	
	Railroad	\$250,000		\$200,000			\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	80.00%	
	Construction Inspection (CI)	\$1,948,800		\$1,559,040			\$779,520	\$779,520	\$779,520	\$779,520	\$779,520	\$779,520	80.00%	
	Subtotal, Construction & CI	\$16,118,800	\$5,900,000	\$12,175,040	\$2,400,000		\$6,987,520	\$4,587,520	\$6,987,520	\$4,587,520	\$6,987,520	\$4,587,520	56.65%	
	Total, All Phases	\$18,285,250	\$7,633,160	\$13,908,200	\$2,850,000		\$7,420,810	\$4,570,810	\$7,420,810	\$4,570,810	\$7,420,810	\$4,570,810	59.42%	
<i>Note: Non-Participating construction costs reflect a possible water main replacement from 9th Street to 11th Street.</i>														
Blackport Drive	Preliminary Engineering (PE)	\$771,425	\$748,960	\$617,140	\$154,285		\$154,285	\$0	\$154,285	\$0	\$154,285	\$0	80.00%	
	Right-of-Way (RW)	\$170,000	\$105,600	\$105,600	\$64,400		\$64,400	\$0	\$64,400	\$0	\$64,400	\$0	62.12%	
	Subtotal, PE & RW	\$941,425	\$854,560	\$722,740	\$218,685		\$218,685	\$0	\$218,685	\$0	\$218,685	\$0	76.77%	
	Construction & Contingency	\$953,000	\$762,400	\$762,400	\$190,600		\$190,600	\$0	\$190,600	\$0	\$190,600	\$0	80.00%	
	Subtotal, Construction	\$953,000	\$762,400	\$762,400	\$190,600		\$190,600	\$0	\$190,600	\$0	\$190,600	\$0	80.00%	
	Utilities	\$26,225	\$20,980	\$20,980	\$5,245		\$5,245	\$0	\$5,245	\$0	\$5,245	\$0	80.00%	
	Construction Inspection (CI)	\$128,000	\$102,400	\$102,400	\$25,600		\$25,600	\$0	\$25,600	\$0	\$25,600	\$0	80.00%	
	Subtotal, Construction & CI	\$1,107,225	\$885,780	\$885,780	\$221,445		\$221,445	\$0	\$221,445	\$0	\$221,445	\$0	80.00%	
	Total, All Phases	\$2,048,650	\$1,740,340	\$1,608,520	\$440,130		\$440,130	\$0	\$440,130	\$0	\$440,130	\$0	78.52%	