

AMENDED



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF June 9, 2026**

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

The Goshen Redevelopment Commission will meet on June 9, 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

- a. Regular Meeting of 5/12/26
- b. Special Meeting of 5/15/26

4. NEW BUSINESS

- a. Request for Approval of Development Agreement with Redwood Rental Properties, LLC (Virginia Street Project)
- b. Request for Mortgage Release – 323 S. 6th Street (Timothy Hochstetler)
- c. **Resolution 02-2026** – Annual Determination of Excess Assessed Value in the College Avenue Allocation Area
- d. **Resolution 03-2026** – Annual Determination of Excess Assessed Value in the Consolidated River Race/US 33 Allocation Area
- e. **Resolution 04-2026** – Annual Determination of Excess Assessed Value in the Indiana Avenue Allocation Area
- f. **Resolution 05-2026** – Annual Determination of Excess Assessed Value in the Lippert/Dierdorff Allocation Area
- g. **Resolution 06-2026** – Annual Determination of Excess Assessed Value in the Southeast Allocation Area
- h. **Resolution 07-2026** – Annual Determination of Excess Assessed Value in the Southeast Housing TIF Allocation Area
- i. **Resolution 08-2026** – Annual Determination of Excess Assessed Value in the 9th Street Corridor Allocation Area
- j. Request to Authorize Advertisement for Bids – The Row on the Millrace Public Infrastructure Project

- k. Request for Approval of an Agreement with JPR for Construction Inspection Services for Maple City Industrial Park and Century Drive Projects
- l. Request to Issue Request for Proposals (RFP) for River Race Drive and Parking Lot K Expansion, Project A; Trailway Extension – Lincoln Avenue to Pike Street; Project B
- m. Request for Approval of Change Order No. 8 for Steury/Lincoln Avenue Reconstruction
- n. Restaurant Row Project – UPDATE
- o. Request Authorization to Negotiate Land Acquisition – 403 Oak Lane

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

- a. Ariel Cycleworks Tour – Friday, June 26, 2026, at 10:00 a.m.
- b. Next Regular Meeting – July 14, 2026, at 3:00 p.m.

REDEVELOPMENT COMMISSION MEMBERS

Brian Garber, Mayor Appointee 01/2026 – 12/2026
Jonathan Graber, Mayor Appointee 01/2026 – 12/2026
Megan Hessel, Mayor Appointee 01/2026 – 12/2026
Brett Weddell, Council Appointee 1/2026 – 12/2026
Bradd Weddell, School Liaison 01/2026 – 12/2028
Colin Yoder, Council Appointee 1/2024 – 12/2026

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of May 12, 2026

The Goshen Redevelopment Commission met in a regular meeting 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.

CALL TO ORDER/ROLL CALL

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

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

Absent:

CHANGES TO THE AGENDA

Commission President Garber made a request to add the Amended Agreement with Abonmarche Consultants for the Public Infrastructure Work associated with The Row on the Millrace Development replacing the memo previously provided in the packet.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve the change to the agenda.

The motion was adopted unanimously.

APPROVAL OF MINUTES

A motion was made by Commissioner Yoder and seconded by Commissioner Weddell to approve the minutes of the April 14, regular meeting.

The motion was adopted unanimously.

NEW BUSINESS

Request to Issue a Request for Proposals for Professional Services for the Construction Inspection of Maple City Industrial Park and Century Drive

Becky Hutsell, Redevelopment Director, is requesting authorization to solicit proposals for professional construction inspection services for Maple City Industrial Park and Century Drive Reconstruction. The requested services will provide construction oversight, ADA improvement, documentation, testing coordination, payout review and project closeout and anticipate all to be complete by the end of next year. Commissioner Hessel and Commissioner Garber volunteered to be part of the reviewing team.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessel to approve the Request to Issue Proposals for Professional Services for the Construction Inspection of Maple City Industrial Park Drive and Century Drive.

The motion was adopted unanimously.

Request for Approval of an Agreement for The Row on the Millrace Development

Becky Hutsell, Redevelopment Director, this request should be request for approval of an amended agreement with The Row on the Millrace Development. The residential development is a total of eighteen townhomes, representing approximately \$9 million in private investment. It includes revised pricing to improve affordability, updated design plans, and an extended closing deadline of August 1, 2026. The agreement does not add to new obligations for the city and reduces prior maintenance requirements for a green space area.

A motion was made by Commissioner Graber and seconded by Commissioner Weddell to approve the request for approval of amended agreement for The Row on the Millrace Development.

The motion was adopted unanimously.

Request for Approval of a Consulting Agreement with Jeffrey Weaver

Becky Hutsell, Redevelopment Director, requesting 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. Compensation under the agreement would be \$125 per hour with a not to exceed amount of \$10,000.

Questions and discussion regarding length of agreement, staffing issues, Baker Tilly contracts, and why the responsibility of commission to fund.

Mayor Leichty stated his services are different than what Baker Tilly provides.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to amend Section 3 compensation with a not to exceed amount of \$10,000.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessel to approve as amended.

The motion was adopted unanimously.

Request for Approval of an Agreement with Abonmarche Consultants, LLC for the Public Infrastructure Work associated with The Row on the Millrace Development

Becky Hutsell, Redevelopment Director, in the packet a memo detailing a scope of work and all design elements for The Row on the Millrace within the public right-of-way. Proposed improvements include water service abandonment and replacement, reconstruction of River Race Drive pavement, sidewalk, curb, ADA ramp improvements, sanitary sewer and drainage modifications and restoration, erosion control and bid administration services.

A motion was made by Commissioner Graber and seconded by Commissioner Weddell to approve the request for an agreement with Abonmarche Consultants, LLC for the public infrastructure work associated with The Row on the Millrace Development.

The motion was adopted unanimously.

Lincoln Avenue “Restaurant Row” Project – Summary, Funding, and Authorization Request

Becky Hutsell, Redevelopment Director, this concept aims to transform a downtown block into a pedestrian-focused dining district. A phased approach with a temporary pilot project estimated at \$87,000, funded through a mix of grants and redevelopment funds. Long-term investments up to \$500,000 would be considered based on the pilot’s success. Supporters of this pilot are Goshen Chamber of Commerce, Elkhart County Convention & Visitors Bureau, Pumpkinvine Trails Coalition, and business owners within the corridor. Images of design were included in the packet. Requesting Commission support to move forward with project.

Discussion between Staff, Commission Member, and Mayor Leichty regarding traffic flow, truck usage, lane widths 12’ vs. 10’, parking concerns, alley lighting, and safety concerns. A lot of support of slowing of traffic.

Counciler Matt Schrock, District 3, commented on the long delay on the current Lincoln Avenue project and how previous improvements to other sections of Lincoln Avenue were not successful. He has been pushing for a pedestrian-designated railroad crossing at Lincoln Avenue and at all mainline crossings. Lincoln is a main artery for truck traffic.

Brad Minnick, Civil Engineer, Norfolk Southern is attempting to shut down any new pedestrian crossings, as they do not want them.

Sawyer Landis Biddle, 7th Street Goshen, was here to support Restaurant Row.

A motion was made by Commissioner Hessel and seconded by Commissioner Weddell to approve the request for Lincoln Avenue Restaurant Row.

The motion was adopted unanimously.

Request to Approve Change Order No. 7 for Steury Avenue & Lincoln Avenue Reconstruction & Drainage Improvements

Andrew Lund, Project Manager, Niblock Excavating has consistently encountered pockets of trapped groundwater flowing within the existing utility trenches in Phase II of this project and requiring installation of subsurface drainage systems to ensure long-term roadway stability. The change order is for \$88,130 and increases the value of the contract by 3.26%.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve Change Order No. 7 with Niblock Excavating for Steury Avenue and Lincoln Avenue Reconstruction and Drainage Improvement.

The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Graber and seconded by Commissioner Weddell to approve the Register of Claims of a total of \$312,794.18.

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Becky Hutsell, Redevelopment Director, offered to answer any questions but there were none.

OPEN FORUM

Commissioner Bradd Weddell, asked about project that had were on the capital plan that were delayed and no longer being tracked. Ms. Hutsell stated she was unaware of any approved project being removed, it may have been allocated to a different year.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 4:41 p.m.

APPROVED on June 9, 2026

**GOSHEN REDEVELOPMENT
COMMISSION**

Brian Garber, President

Jonathan Graber, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Special Meeting of May 15, 2026

The Goshen Redevelopment Commission met in a special meeting on May 15, 2026, at 8:30 a.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, Brett Weddell, and Colin Yoder

Absent: Bradd Weddell

NEW BUSINESS

Review of Alternates and Request for Recommendation to Award for the Century Drive Reconstruction Project

Andrew Lund, Project Manager, bids were opened on May 14, 2026, and reviewed by Goshen Engineering. Mr. Lund handed out copies of the bid results to the Commission. The project includes a base bid plus optional alternatives, as outlined in the table on page 2. Mr. Lund explained the differences between Alternate 1 and Alternate 2. Recommend Niblock Excavating as the lowest responsible bidder.

Discussion about the alternate bids, the needs for sidewalks in certain areas.

After discussion, the Commission agreed to go ahead with Alternate 1 because it provides high-impact connectivity and multi-use functionality.

A motion was made by Commissioner Graber and seconded by Commissioner Weddell to accept Niblock Excavating bid with Alternate 1 for Century Drive Reconstruction.

The motion was adopted unanimously.

OPEN FORUM

No one from the public or Commission spoke.

ADJOURNMENT

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

The motion was adopted unanimously.

The special meeting was adjourned at 8:58 a.m.

APPROVED on June 9, 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: **Recommendation for Approval – Development Agreement with Redwood Rental Properties, LLC**
DATE: June 9, 2026

BACKGROUND

The City of Goshen continues to face a sustained need for additional housing across income levels. Expanding quality rental housing is essential to workforce retention, economic growth, and long-term community stability.

The subject property, approximately 2.34 acres within the Consolidated River Race / U.S. 33 Allocation Area, has remained underutilized despite its strategic location. This project presents an opportunity to activate a long-vacant site in alignment with the City's redevelopment goals.

PROPOSED DEVELOPMENT

The Developer proposes construction of approximately 24–32 apartment units with an estimated \$13 million private investment.

The Developer has demonstrated the capacity to deliver similar projects locally, including the completed Copperleaf Cove Apartments on Indiana Avenue, providing confidence in execution.

ALIGNMENT WITH REDEVELOPMENT COMMISSION OBJECTIVES

This project directly advances the core purpose of redevelopment by:

- Activating underutilized property and reducing long-standing vacancy
- Leveraging significant private investment to stimulate economic activity
- Expanding housing supply to support workforce stability
- Investing in public infrastructure that benefits both the project and the broader area

PROJECT FEASIBILITY AND INFRASTRUCTURE CONSTRAINTS

Development of the site requires approximately \$1.5 million in off-site public infrastructure improvements, including water, sewer, roadway reconstruction, and sidewalks within the public right-of-way.

These costs:

- Are necessary to make the site developable
- Provide public benefit beyond the project itself
- Create a significant financial gap that is not tied to vertical construction

As a result, the project is not financially feasible without Redevelopment Commission participation.

The proposed structure—where the Commission funds these public improvements with appropriate safeguards—addresses this gap while ensuring public benefit, protecting investment, and enabling the project to proceed.

PUBLIC INFRASTRUCTURE STRATEGY

The agreement proposes a departure from traditional TIF reimbursement or bond-financed structures.

Instead:

- The Commission will fund approximately \$1.5 million in public infrastructure improvements upfront
- Improvements are limited to public infrastructure within the right-of-way
- The Developer will provide a letter of credit to secure repayment if the project is not completed

This approach allows the City to:

- Enable project feasibility without long-term reimbursement risk to the developer
- Ensure coordinated, durable infrastructure delivery
- Protect public funds through defined default provisions and financial security

DESIGN AND IMPLEMENTATION

The Developer has engaged JPR as the project engineer. Under the proposed framework:

- JPR will collaborate with City staff during design, with the developer funding the design work.
- The City will contract directly for final public construction documents

This maintains City control over infrastructure standards and delivery.

REZONING AND SAFEGUARDS

The project requires rezoning from B-3 (Commercial) to a residential designation.

The Agreement includes key protections:

- The Developer will promptly pursue rezoning
- Approval of this agreement does not obligate any City body to approve rezoning
- The agreement terminates if rezoning is not obtained within 180 days

These provisions preserve the integrity of the public process and limit City exposure.

CONCLUSION

This Development Agreement represents a targeted and appropriate use of Redevelopment Commission resources to:

- Activate a long-vacant site
- Address a critical housing need
- Leverage substantial private investment
- Deliver necessary public infrastructure
- Mitigate financial risk through defined safeguards

REQUESTED MOTION: *Move to approve Development Agreement with Redwood Rental Properties, LLC for the development of the vacant land on Virginia Street.*

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into on June ____, 2026, by and between the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Board of Public Works and Safety (the “City of Goshen”), the Goshen Redevelopment Commission (the Goshen Redevelopment Commission and the City of Goshen, collectively, the “City”), and Redwood Rental Properties, LLC, an Indiana limited liability company, and/or its successor(s) and/or assign(s) (the “Developer”).

RECITALS

WHEREAS, this Agreement provides for the development of two (2) parcels of real estate in accordance with the terms and conditions set forth herein, which parcels are more particularly described in Exhibit A, attached to this Agreement, and hereinafter referred to as the “subject real estate”;

WHEREAS, the subject real estate consists of Parcel No. 20-11-08-203-063.000-015, containing approximately 1.78 acres, and Parcel No. 20-11-08-203-018.000-015, containing approximately 0.56 acres, is presently undeveloped, and is located within the corporate limits of the City of Goshen, generally in the vicinity of Virginia Street and Elkhart Road (U.S. 33);

WHEREAS, the subject real estate is owned by Developer;

WHEREAS, the City desires to foster redevelopment, economic development, and the availability of housing within the City;

WHEREAS, the Developer has proposed the development of the subject real estate as a multi-family residential development consisting of approximately twenty-four (24) to thirty-two (32) apartment units and related uses, with an anticipated capital investment of approximately Thirteen Million Dollars (\$13,000,000.00) (the “Project”);

WHEREAS, the subject real estate is presently zoned B-3 (Commercial) zoning district, and the Project requires rezoning of the subject real estate to either the R-3 (Multi-Family Residential) zoning district or a Planned Unit Development district permitting multi-family residential use consistent with the R-3 district, the approval of which is a condition precedent to the obligations of the parties under this Agreement;

WHEREAS, the subject real estate is located within the Consolidated River Race / U.S. 33 Allocation Area established by the Goshen Redevelopment Commission;

WHEREAS, the existing public water, sewer, and roadway infrastructure serving the subject real estate is not sufficient to support the Project, and the construction of certain public infrastructure improvements is necessary to enable the Project to proceed;

WHEREAS, the Goshen Redevelopment Commission is willing to fund, and the City of Goshen is willing to design and construct, or cause to be designed and constructed, certain public infrastructure improvements at an estimated cost of approximately One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the “City Investment”), in order to stimulate and induce the development and completion of the Project;

WHEREAS, because the City Investment is induced by, and is sized and undertaken to serve, the Project, the City requires assurance that the development-driven portion of the City Investment will be repaid, and will be secured, in the event the Project is not completed; and

WHEREAS, the City has determined to enter into this Agreement in order to formalize the terms and provisions of the assistance to be provided in connection with the Project and to memorialize each party’s related rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer agree as follows:

1. INCORPORATION OF RECITALS

1.1. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set forth herein.

2. TERM OF THE AGREEMENT

2.1. The term of this Agreement begins upon execution by City and Developer and upon the Agreement’s approval by the Goshen Redevelopment Commission and the Goshen Board of Public Works and Safety, and ends upon the latest to occur of (i) the issuance of Certificates of Occupancy for all units of the Project, (ii) the City’s release of the Security as provided herein, and (iii) the satisfaction or expiration of all repayment obligations under this Agreement.

3. SUBJECT REAL ESTATE DESCRIBED

3.1. This Agreement concerns the development of the two (2) parcels of real estate comprising the subject real estate, containing approximately 2.34 acres in the aggregate, more particularly described in Exhibit A to this Agreement.

3.2. The subject real estate is located within the corporate limits of the City of Goshen and is presently zoned B-3 (Commercial) zoning district.

4. CONDITIONS PRECEDENT; REZONING

- 4.1. Developer shall, at its expense, file and diligently pursue a petition to rezone the subject real estate from the B-3 (Commercial) zoning district to either (i) the R-3 (Multi-Family Residential) zoning district or (ii) a Planned Unit Development district permitting multi-family residential use consistent with the R-3 district, in either case pursuant to Indiana Code § 36-7-4 and the Goshen Zoning Ordinance (the “Rezoning”).
- 4.2. The obligations of the City under this Agreement, including without limitation the City Investment, are expressly conditioned upon, and shall not arise unless and until, the approval and effectiveness of the Rezoning.
- 4.3. Nothing in this Agreement constitutes, or shall be construed as, a commitment, promise, representation, or agreement by the City of Goshen, the Goshen Common Council, the Goshen Plan Commission, the Goshen Board of Zoning Appeals, or any official or body thereof to grant, support, or recommend the Rezoning or any other discretionary land use approval, variance, or development standard. All such approvals remain subject to the independent legislative and quasi-judicial discretion of the respective bodies, to the applicable statutory and ordinance procedures, including public notice and hearing, and to the public interest.
- 4.4. If the Rezoning has not been approved and become effective within one hundred eighty (180) days after the date of this Agreement, either party may terminate this Agreement upon written notice to the other, whereupon neither party shall have any further obligation or liability under this Agreement and any Security delivered by Developer shall be released, the City having not yet commenced or expended the City Investment.

5. DEVELOPMENT PLANS AND DUTY TO DEVELOP

- 5.1. Developer agrees to submit detailed development plans for the Project for approval through the City’s Technical Review process.
- 5.2. The Project shall generally consist of the development of the subject real estate as a multi-family residential community, substantially consistent with the conceptual site layout prepared by NuWay Construction dated January 23, 2026 and identified as Project No. 25139, attached hereto as Exhibit B (the “Conceptual Site Layout”). The parties acknowledge that the Conceptual Site Layout is preliminary and conceptual in nature, and that a detailed site plan and architectural renderings have not yet been prepared.
- 5.3. Because the Conceptual Site Layout is preliminary, Developer, in consultation with the City and through the Technical Review process, may refine, modify, or substitute alternate configurations of the unit mix, building placement, parking, and site

improvements as may be required by market conditions, engineering or stormwater requirements, or applicable development standards. Any such refinement or modification shall remain generally consistent with the Conceptual Site Layout, shall comply with applicable zoning and the Approvals, and shall not reduce the Project below the minimum number of units required under Section 5.5.

- 5.4. Developer agrees to commence construction of the first apartment building on the subject real estate within twelve (12) months after the later of (i) the effective date of the Rezoning and (ii) the completion of all Technical Review approvals (collectively, the "Approvals"). Developer agrees to achieve Substantial Completion of the Project, and to obtain Certificates of Occupancy for all units, no later than twenty-four (24) months after commencement of construction (the "Outside Completion Date").
- 5.5. Developer anticipates a capital investment of approximately Thirteen Million Dollars (\$13,000,000.00) in the development, design, and construction of the Project. The parties acknowledge that this figure is an estimate and that Developer has not yet obtained construction bids. Developer's binding performance obligation under this Agreement is the construction and completion of not fewer than twenty-four (24) apartment units in accordance with the Approvals, and the term "Project" shall be deemed complete upon the issuance of Certificates of Occupancy for all units constructed ("Project Complete").

6. PUBLIC INFRASTRUCTURE; CITY INVESTMENT

6.1. For purposes of this Agreement, the "Public Infrastructure" means:

- 6.1.1. The upgrade of the existing public water main and the installation of public sewer main, together with all appurtenant facilities, to the property line of the subject real estate (the "Water and Sewer Main Improvements");
- 6.1.2. The reconstruction of Virginia Street, including such modifications to address drainage as the City of Goshen Engineering determines necessary (the "Roadway Reconstruction"); and
- 6.1.3. The construction of a public sidewalk running north and south alongside Virginia Street and extending from the subject real estate to Bashor Road (the "Sidewalk Extension").

6.2. Subject to the Conditions Precedent and to Developer's delivery and maintenance of the Security as provided herein, the Goshen Redevelopment Commission agrees to fund the City Investment, and the City of Goshen agrees to design and construct, or cause to be designed and constructed, the Public Infrastructure, at an estimated cost of approximately One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "City Investment"). The City Investment shall be funded by the Goshen Redevelopment Commission pursuant to Indiana Code § 36-7-14 as a local public

improvement benefiting the Consolidated River Race / U.S. 33 Allocation Area, within which the subject real estate is located.

7. SECURITY FOR THE CITY INVESTMENT

- 7.1. Prior to the City commencing construction of, or expending any funds upon, the Public Infrastructure, Developer shall deliver to the City, and shall thereafter maintain, security for the City Investment in the form of an irrevocable standby letter of credit (the "Security") issued or established by a financial institution acceptable to the City. The Security shall run in favor of the City, with proceeds payable to the Goshen Redevelopment Commission as the entity funding the City Investment.
- 7.2. Any letter of credit delivered as Security shall provide for automatic annual renewal and shall remain in effect until released as provided in this Agreement. If Developer fails to cause the letter of credit to be renewed, or to deliver a replacement letter of credit reasonably acceptable to the City, not less than thirty (30) days prior to any stated expiration date, the City may draw upon the letter of credit in full and hold the proceeds as cash collateral for the repayment obligations under this Agreement.
- 7.3. The City's rights with respect to the Security are in addition to, and not in limitation of, the other remedies available to the City under this Agreement or at law or in equity.

8. REPAYMENT; EVENTS OF DEFAULT

- 8.1. Each of the following constitutes an "Event of Default" under this Section:
 - 8.1.1. Developer's failure to obtain a building permit and commence vertical construction of the first apartment building by the date required under Section 5.4.
 - 8.1.2. Developer's failure to achieve Substantial Completion and obtain Certificates of Occupancy for all units by the Outside Completion Date.
 - 8.1.3. The abandonment of the Project, or cessation of substantial construction activity, for a period of ninety (90) consecutive days, other than for reasons of force majeure.
 - 8.1.4. The insolvency of Developer, or the filing of a voluntary or involuntary petition in bankruptcy by or against Developer, or the appointment of a receiver for Developer or the subject real estate.
 - 8.1.5. Developer's failure to deliver or maintain the Security.

- 8.2. Upon the occurrence of an Event of Default that remains uncured following written notice and a cure period of thirty (30) days (or, with respect to a failure to complete that is susceptible of cure and that Developer is diligently pursuing, such longer period as the City may reasonably approve), the City may demand repayment of the City Investment to the Goshen Redevelopment Commission and may draw upon or realize against the Security to satisfy such repayment, and may pursue any other remedy available under this Agreement or at law or in equity.
- 8.3. The repayment obligation set forth in this Section represents the recovery by the Goshen Redevelopment Commission of its stranded investment in Public Infrastructure that was sized and undertaken to serve a Project that was not completed. The repayment obligation does not constitute, and shall not be construed as, a loan to or an extension of credit to Developer; the Public Infrastructure constructed with the City Investment is and shall remain the property of the City.
- 8.4. Upon Project Complete, the repayment obligations under this Section shall terminate, and the City shall promptly release the Security.

9. INFRASTRUCTURE CONSTRUCTION REQUIREMENTS

- 9.1. The construction of any water main, sewer main, water building line, sewer building line, or other appurtenant facility, public road, private road, curb and gutter, or stormwater or drainage structure shall be performed in accordance with detailed plans and specifications approved in advance of construction by the City of Goshen.
- 9.2. Upon satisfactory completion, final inspection by the City of Goshen, and approval of the Goshen Board of Public Works and Safety, the water mains, sewer mains, public roads, public sidewalks, and drainage facilities constituting Public Infrastructure shall be owned and maintained by the City. Any water building lines, sewer building lines, private roads, or private drives shall not be dedicated to the City and shall remain the property of, and be maintained by, Developer.
- 9.3. To the extent any physical components of the Public Infrastructure are constructed by Developer and dedicated to the City, Developer shall convey good and merchantable title thereto, clear of all liens and encumbrances, subject to lender requirements at the time of dedication.
- 9.4. City agrees to provide the subject real estate with water service and sewer service of sufficient capacity and pressure for the Project, in accordance with applicable code, provided that Developer constructs, at Developer's expense and in accordance with specifications approved by City of Goshen Engineering, the water building lines and sewer building lines from the buildings to the City's water main and sewer main. The cost of constructing and maintaining such building lines shall be borne by Developer.

9.5. City and Developer each agree to execute all deeds, easements, rights-of-way, and other documents reasonably necessary or appropriate to construct the Public Infrastructure and to provide for the future maintenance of the City's water mains, sewer mains, appurtenant facilities, public roadways, and other public infrastructure.

10. EASEMENTS AND RIGHTS-OF-WAY

10.1. Developer shall grant or convey to the City, at no cost, all easements and rights-of-way upon the subject real estate that are reasonably necessary for the construction, operation, and maintenance of the Public Infrastructure. In the event any easement or right-of-way necessary for the Public Infrastructure lies outside the subject real estate and is not owned by Developer, Developer shall use commercially reasonable efforts to acquire and donate the same to the City. If Developer determines that such acquisition is not feasible, it shall so notify the City in writing, and the City may, if it determines the easement or right-of-way is necessary for the Project, either terminate this Agreement within sixty (60) days or proceed to acquire the same through eminent domain or other lawful means.

11. CONNECTION, TAP, AND IMPACT FEES

11.1. As a material inducement for the City to enter into this Agreement and to undertake the City Investment, Developer agrees not to seek waiver of water tap fees, sewer tap fees, or any fees for necessary permits. If, subsequent to the execution of this Agreement, any new impact fees are established by the City, not including water tap fees or sewer tap fees, such impact fees shall not be assessed against Developer with respect to the Project.

12. FORCE MAJEURE

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

13. WAIVER

13.1. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the City's review,

approval, acceptance, or inspection of any plans, submissions, work, or improvements of Developer, nor the City's acceptance of dedication of any improvements, nor the City's funding or construction of the City Investment, shall be construed to operate as a waiver of any rights under this Agreement — including the City's right to repayment of the City Investment and to draw upon the Security — or of any cause of action arising out of the performance of this Agreement. Developer shall be and remain liable to the City, in accordance with applicable law, for all damages to the City caused by the Developer's negligent design or construction of the Project or of any improvements constructed by Developer and dedicated to the City under this Agreement.

14. NOTICES

14.1. Any notice required or desired to be given under this Agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in United States mail or when received at the appropriate address, whichever is earlier. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

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

Developer: Redwood Rental Properties, LLC

15. MISCELLANEOUS

15.1. 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 the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

15.2. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement.

- 15.3. In the event of a conflict between these documents and applicable laws, rules, regulations, or ordinances, the most stringent or legally binding requirements shall govern.
- 15.4. These documents shall be construed in accordance with and governed by the laws of the State of Indiana, and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- 15.5. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
- 15.6. Any modification or amendment to the terms and conditions of the Agreement, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.
- 15.7. All provisions, covenants, terms, and conditions of this Agreement apply to and bind the parties and their legal heirs, representatives, successors, and assigns.
- 15.8. The undersign affirm that all steps have been taken to authorized execution of this Agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the Agreement.

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

**City of Goshen, Indiana
Redevelopment Commission**

Redwood Rental Properties, LLC

Becky Hutsell, Director
Goshen Redevelopment

Printed:_____

Title:_____

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

Gina M. Leichty, Mayor

Exhibit A

Parcel 1

A part of the Northwest Quarter of the Northeast Quarter of Section Eight (8), Township Thirty-six (36) North, Range Six (6) East, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows:

Commencing at a P.K. nail marking the Northwest corner of said Northeast Quarter; thence North 89 degrees 11 minutes East 768.9 feet along the North line of said Northeast Quarter and Bashor Road to a P.K. nail on the centerline of Park Avenue; thence South 00 degrees 47 minutes 58 seconds East 355.18 feet along said centerline to an iron pipe; thence North 88 degrees 43 minutes 48 seconds East 20.0 feet to the point of beginning of this description; thence continuing on the last described bearing 109.78 feet; thence South 01 degree 10 minutes 38 seconds East 175.05 feet to a rebar; thence North 88 degrees 43 minutes 48 seconds East 76.07 feet to an iron pipe; thence South 01 degree 10 minutes 18 seconds East 195.05 feet to a spindle; thence South 88 degrees 50 minutes 20 seconds West 275.24 feet to a rebar; thence North 01 degree 39 minutes 03 seconds West 17.42 feet to a rebar; thence South 88 degrees 40 minutes 39 seconds West 77.56 feet to a rebar; thence North 01 degree 14 minutes 48 seconds West 123.86 feet to an iron pipe; thence North 89 degrees 18 minutes 54 seconds East 169.01 feet to a rebar; thence North 01 degree 36 minutes 12 seconds West 230.1 feet to the point of beginning.

Parcel No. 20-11-08-203-063.000-015

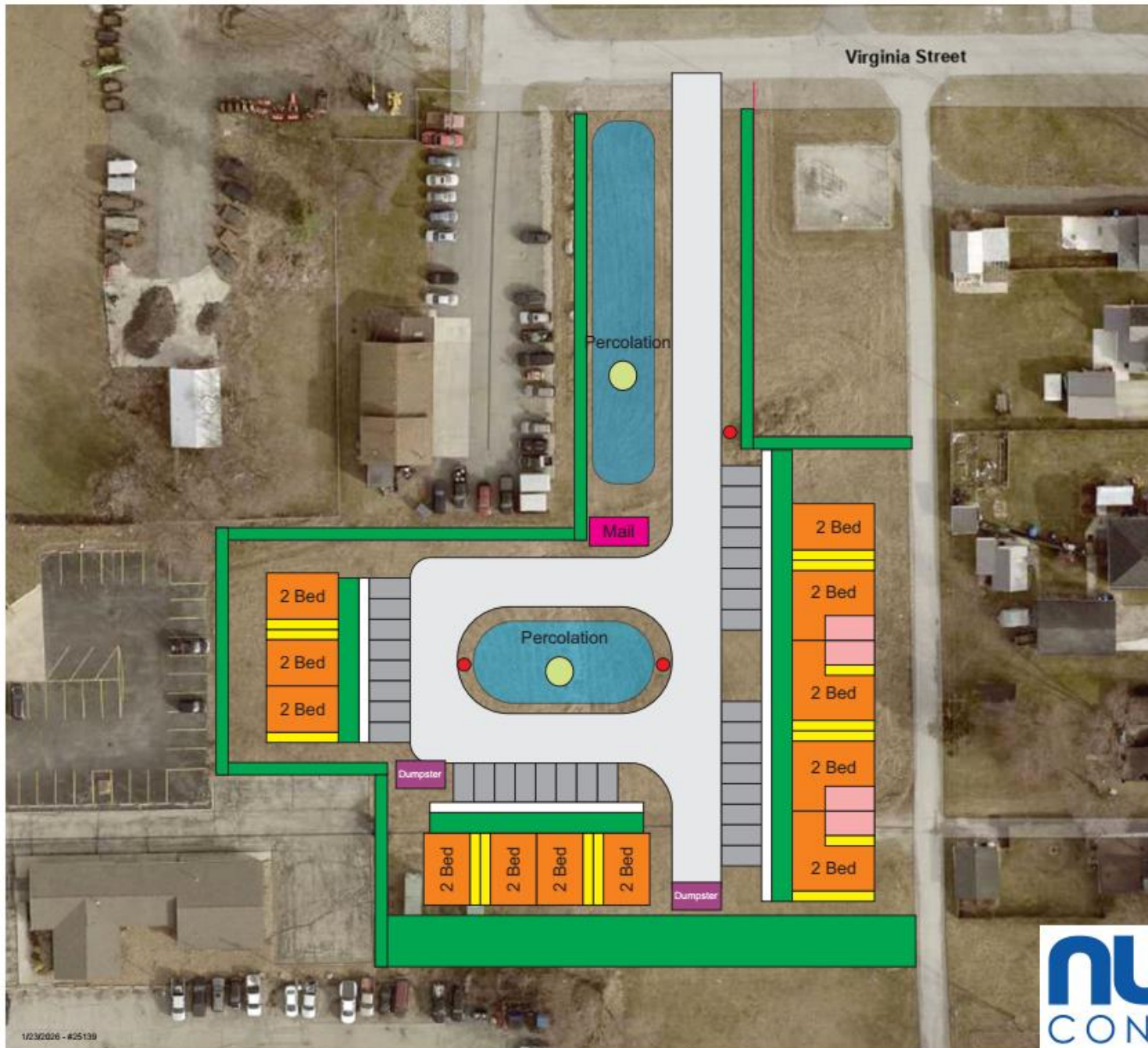
Parcel 2

A part of the Northeast Quarter of Section Eight (8), Township Thirty-six (36) North, Range Six (6) East in Elkhart County, Indiana, surveyed by Craig S. Batdorff, License No. 21200006, with Village Land Surveying, LLC, as shown on Project No. 24-0119, dated October 18, 2024, described as follows:

Commencing at the Northwest corner of Lot Two Hundred Twenty-five (225) in the recorded Plat of West Riverside Addition as it is known and recorded in the Office of the Recorder of Elkhart County, Indiana; thence South 88 degrees 51 minutes 00 seconds West, 7.5 feet to a cotton picker spindle at the Northeast corner of a tract of land conveyed to Maxim Ivanov in Deed Record 2015-05086 being the Point of Beginning; thence continuing South 88 degrees 51 minutes 00 seconds West, along the North line of said Ivanov tract, 269.15 feet to a 5/8 inch capped rebar; thence South 01 degree 35 minutes 48 seconds East, 83.30 feet to a 5/8 inch capped rebar on the South line of said Ivanov tract; thence North 88 degrees 51 minutes 00 seconds East, 268.42 feet to a 5/8 inch rebar on the East line of said Ivanov tract; thence North 01 degree 05 minutes 33 seconds West along said East line, 83.30 feet to the Point of Beginning. Containing 0.51 acres, more or less.

Parcel No. 20-11-08-203-018.000-015

Exhibit B



First floor
 8 - Main floor 2 Bedroom, no garage
 4 - Main floor 2 Bedroom, with garage

Second floor
 8 - 2 Bedroom
 6 - 1 Bedroom

26 Units total

Second floor layout





**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 Mortgage Release - 323 S 6th Street**
DATE: June 9, 2026

BACKGROUND AND HISTORY

The RDC originally acquired the property at 323 S. Sixth Street for \$118,000 as part of its redevelopment efforts.

In March 2015, the RDC approved the sale of 323 S. Sixth Street and 211 E. Madison Street for a combined purchase price of \$61,500, including \$58,000 allocated to 323 S. Sixth Street.

This sale price reflected a significant discount relative to the City's acquisition cost and was intentionally structured to facilitate redevelopment. As a condition of this reduced price, the purchaser agreed to complete specific improvements and redevelopment activities that would create a public benefit.

To ensure completion of these obligations, performance mortgages were required, including:

- \$25,000 mortgage for 323 S. Sixth Street
- \$15,000 mortgage for 211 E. Madison Street

The Madison Street mortgage was later satisfied and released. The \$25,000 mortgage associated with 323 S. Sixth Street remains in place and continues to secure required property improvements.

In 2022, the RDC approved amendments to the original agreement to reflect changes in property ownership and redevelopment approach. Later that year, 323 S. Sixth Street was sold to Timothy Hochstetler for \$185,000.

In March 2023, the RDC approved a new Amended Agreement that:

- Allowed the property to remain a two-unit rental
- Replaced the original conversion requirement with a defined scope of improvements
- Retained the \$25,000 performance mortgage to secure those improvements
- Established a completion deadline of April 1, 2028

REQUIRED IMPROVEMENTS (Per 2023 Amended Agreement)

The Amended Agreement requires completion of the following improvements to both units of the property:

- **Exterior and Site Improvements**
 - Removal of poison ivy and dead or invasive trees
 - Repair or replacement of all windows to ensure proper function and consistent appearance
 - Painting of all exterior trim and wood surfaces, including porch and carport
 - Repair of exterior brick and mortar as needed

- Renovation and insulation of attic space
- **Interior Improvements (Both Units)**
- Painting of the entire interior of both rental units
- Restoration and refinishing of hardwood floors
- Full kitchen renovations in each unit, including: New cabinets, New countertops, Updated appliances, Updated fixtures
- Full bathroom renovations in each unit, including: Tub or shower, Toilet, Sink, Associated fixtures
- Installation of laundry facilities for tenants

CURRENT REQUEST

In late 2025, Mr. Hochstetler requested that the Redevelopment Commission release the \$25,000 performance mortgage associated with the 2023 Amended Agreement.

He reported that the upstairs unit has been fully renovated and estimated that approximately 80% of the overall work has been completed, with approximately \$100,000 invested into the property.

However, he acknowledged that the downstairs unit has not been fully renovated and that only limited improvements have been completed. He submitted the attached request in May 2026 for the Commission’s consideration.

Mr. Hochstetler has indicated that he is requesting release of the mortgage in connection with selling the property. The property is currently listed for sale at \$309,000, with listing photos demonstrating the current condition and level of improvements completed: https://www.cressyeverett.com/s/in/elkhart-county/goshen/46528/323-s-6th-street/dmqid_187087399.html

STAFF REVIEW AND ANALYSIS

Staff reviewed the Amended Agreement, inspection history, and correspondence related to this request.

While improvements to the upstairs unit appear to be largely complete, the required improvements to the downstairs unit remain substantially incomplete.

In May 2026, the Goshen Building Department conducted an inspection of the property and confirmed that no additional major improvements had been completed beyond those previously reported. This indicates that progress toward completing the required scope of work has been limited and that significant work remains outstanding.

It is important to note that the original sale price of \$58,000 for 323 S. Sixth Street was substantially below market value and was justified by the purchaser’s agreement to complete meaningful property improvements.

The performance mortgage was intentionally structured as the primary enforcement mechanism to ensure that these improvements—representing the public benefit of the transaction—are completed.

Releasing or forgiving the mortgage prior to full completion would:

- Eliminate the City’s primary enforcement mechanism
- Undermine the public purpose of the original transaction and subsequent amendments
- Allow the property to realize increased market value without full completion of agreed-upon improvements

If the property is sold prior to completion, the obligations outlined in the Amended Agreement—including the April 1, 2028 deadline—remain in effect and transfer with the property, and the mortgage continues to secure those obligations.

As of May 2026, staff finds that the conditions required for release of the performance mortgage have not been met.

STAFF RECOMMENDATION

Staff does not recommend releasing or forgiving the \$25,000 performance mortgage.

The mortgage was put in place specifically to ensure completion of the required property improvements and remains the primary mechanism securing that obligation.

Staff recommends that the Redevelopment Commission:

- Take no action to release the mortgage at this time
- Require full completion and verification of all required improvements prior to any release

If the property is sold prior to completion, staff recommends that:

- The performance mortgage remain in place
- All requirements and timelines transfer to the new property owner

Greetings,

I am writing you to request the forgiveness or partial forgiveness of the City's Mortgage at 323 s 6th st. The city sold the property to David Stump and had a contract to eventually turn it into a single family but then David sold it to me and I requested the commission to keep it 2 apartments, which you approved, but the forgiveness of the mortgage was dependent on me to do a bunch of renovations that I defined.

When I received the property the upstairs apartment was vacant and basically an empty shell, but the downstairs apartment was occupied by tenants that have been there for a long long time. One elderly gentleman has been there for over 30 years. When I submitted to you the things I planned on doing I didnt think about that in order to renovate the downstairs apartment I would have to evict the downstairs tenants or at minimum disrupt their lives greatly. I do all renovations myself and it takes me a very long time. The upstairs apartment took me well over a year to finish. The one tenant is very old, and I really dont think he could stay there during renovations. Also, I am concerned that if I invested all the money it would take to renovate, I would need to raise the rent significantly and they would be priced out of the apartment as well.

I feel that I have improved the property significantly and request a full forgiveness of the 25000 mortgage the city holds. Or at least a partial forgiveness.

I have probably invested approximately 100k in the property.

Work that has been done is as follows:

1. Completely renovated the upstairs apartment. Brand new Kitchen. Brand new Bathroom. New Laundry. Updated Electric with New Panel. . All New Plumbing. New windows. Every inch painted and Lead Paint abated.
2. Cut down all dead trees on the property. There were many.
3. Removed infestation of poison Ivy on property and began and almost finished removal of Ivy on building.
4. Fixed broken brick on exterior.
5. Restored downstairs windows on exterior and painted all outdoor trim on exterior around windows.
6. In the downstairs apartment I did do some renovations. I installed a new toilet. Restored historic pedestal sink in bathroom. Installed a new electric line in one bedroom. Installed new lighting in various places. Installed a new electric line in the kitchen. Painted the front and back entry way of apartment. Painted the shared front and staircase. Fixed Steam pipes in downstairs apartment and fixed radiators.
7. Removed old insulation and reinsulated attic.

Myron Grise has come to see the property several times and can verify this.

I am out of town for the month of June but wanted to at least submit this. If you think its necessary for me to attend a meeting to address this I can attend the July meeting.

Thank you for your consideration,

Tim Hochstetler



**Department of Community Development
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Memorandum

TO: Redevelopment Commission
FROM: Becky Hutsell, Redevelopment Director
RE: **Annual Determination of Excess Assessed Values – 2026 Resolutions**
DATE: June 9, 2026

OVERVIEW

Pursuant to Indiana Code § 36-7-14-39(b)(5), the Commission is required to annually review each tax increment financing (TIF) allocation area and determine whether the incremental assessed value within that allocation area exceeds what is necessary to meet current and anticipated debt service obligations and other statutory obligations.

This determination must be completed prior to June 15 of each year and communicated to the County Auditor and affected taxing units.

If excess assessed value exists, particularly if it exceeds 200% of required debt service, the Commission must identify the amount of increment to be passed through to overlapping taxing units.

SUMMARY OF 2026 DETERMINATIONS

Staff, with the assistance of Baker Tilly, reviewed the current assessed value, base assessed value, estimated tax rates, and outstanding obligations for each allocation area and prepared the following resolutions:

- Resolution 02-2026 – College Avenue Allocation Area
- Resolution 03-2026 – Consolidated River Race / US 33 Allocation Area
- Resolution 04-2026 – Indiana Avenue Allocation Area
- Resolution 05-2026 – Lippert/Dierdorff Allocation Area
- Resolution 06-2026 – Southeast Allocation Area
- Resolution 07-2026 – Southeast Housing TIF Allocation Area
- Resolution 08-2026 – 9th Street Corridor Allocation Area

Each allocation area requires a separate resolution documenting the Commission's annual determination.

KEY FINDINGS

Across all seven allocation areas, the resolutions reflect the following:

- The incremental assessed value, when compared to outstanding obligations and statutory purposes, does not exceed the amount necessary to meet current and anticipated debt service requirements.
- Accordingly, there is no excess assessed value available for allocation (pass-through) to overlapping taxing units.
- Additionally, no allocation area exceeds the 200% threshold that would trigger additional statutory reporting or pass-through requirements.

WHY THESE RESOLUTIONS ARE REQUIRED

These resolutions are required to:

1. Maintain compliance with Indiana TIF law, which requires an annual determination prior to June 15.
2. Document the Commission's analysis and findings regarding the sufficiency of increment to meet financial obligations.
3. Provide formal notice to the County Auditor and overlapping taxing units regarding the availability (or absence) of excess increment.
4. Ensure continued support of outstanding debt obligations by confirming that increment revenues remain fully committed as required.

Failure to adopt these resolutions could result in non-compliance with state law and create uncertainty regarding the allocation and availability of TIF revenues.

REQUESTED ACTIONS:

1. Move to approve Resolutions No. 02-2026 for the College Avenue Allocation Area and authorize staff to distribute the required notice to the Elkhart County Auditor and applicable taxing units.
2. Move to approve Resolutions No. 03-2026 for the Consolidated River Race/ US 33 Allocation Area and authorize staff to distribute the required notice to the Elkhart County Auditor and applicable taxing units.
3. Move to approve Resolutions No. 04-2026 for the Indiana Avenue Allocation Area and authorize staff to distribute the required notice to the Elkhart County Auditor and applicable taxing units.
4. Move to approve Resolutions No. 05-2026 for the Lippert/Dierdorff Allocation Area and authorize staff to distribute the required notice to the Elkhart County Auditor and applicable taxing units.
5. Move to approve Resolutions No. 06-2026 for the Southeast Allocation Area and authorize staff to distribute the required notice to the Elkhart County Auditor and applicable taxing units.
6. Move to approve Resolutions No. 07-2026 for the Southeast Housing TIF Allocation Area and authorize staff to distribute the required notice to the Elkhart County Auditor and applicable taxing units.
7. Move to approve Resolutions No. 08-2026 for the 9th Street Corridor Allocation Area and authorize staff to distribute the required notice to the Elkhart County Auditor and applicable taxing units.

RESOLUTION 02-2026

Annual Determination of Excess Assessed Value In the College Avenue Allocation Area

WHEREAS the Goshen Redevelopment Commission (the “Commission”) established the College Avenue Economic Development Area and Allocation Area.

WHEREAS, I.C. §36-7-14-39(b)(5)(A) requires the Commission to determine, before June 15th of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4).

WHEREAS, I.C. §36-7-14-39(b)(5)(B) requires that the Commission provide, before June 15th of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under I.C. § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS I.C. §36-7-14-39(b)(5)(C) requires that, if the excess assessed value of the taxable property within an allocation area is expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bond described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4), the Commission provide, before June 15th of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to I.C. §36-7-14-39(b)(5), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the College Avenue Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the College Avenue Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

- (B) There is no excess assessed value of the taxable property in the College Avenue Allocation Area to be allocated to the respective taxing units in the manner prescribed by I.C. §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the College Avenue Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the College Avenue Allocation Area.

PASSED and ADOPTED on June 9, 2026.

GOSHEN REDEVELOPMENT COMMISSION

President

Secretary

RESOLUTION 03-2026

Annual Determination of Excess Assessed Value In the Consolidated River Race / US 33 Allocation Area

WHEREAS the Goshen Redevelopment Commission (the “Commission”) established the Consolidated River Race / US 33 Economic Development Area and Allocation Area.

WHEREAS, I.C. §36-7-14-39(b)(5)(A) requires the Commission to determine, before June 15th of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4).

WHEREAS, I.C. §36-7-14-39(b)(5)(B) requires that the Commission provide, before June 15th of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under I.C. § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS I.C. §36-7-14-39(b)(5)(C) requires that, if the excess assessed value of the taxable property within an allocation area is expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bond described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4), the Commission provide, before June 15th of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to I.C. §36-7-14-39(b)(5), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Consolidated River Race / US 33 Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

- (B) There is no excess assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area to be allocated to the respective taxing units in the manner prescribed by I.C. §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Consolidated River Race / US 33 Allocation Area.

PASSED and ADOPTED on June 9, 2026.

GOSHEN REDEVELOPMENT COMMISSION

President

Secretary

RESOLUTION 04-2026

Annual Determination of Excess Assessed Value In the Indiana Avenue Allocation Area

WHEREAS the Goshen Redevelopment Commission (the “Commission”) established the Indiana Avenue Economic Development Area and Allocation Area.

WHEREAS, I.C. §36-7-14-39(b)(5)(A) requires the Commission to determine, before June 15th of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4).

WHEREAS, I.C. §36-7-14-39(b)(5)(B) requires that the Commission provide, before June 15th of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under I.C. § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS I.C. §36-7-14-39(b)(5)(C) requires that, if the excess assessed value of the taxable property within an allocation area is expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bond described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4), the Commission provide, before June 15th of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to I.C. §36-7-14-39(b)(5), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Indiana Avenue Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Indiana Avenue Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

- (B) There is no excess assessed value of the taxable property in the Indiana Avenue Allocation Area to be allocated to the respective taxing units in the manner prescribed by I.C. §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Indiana Avenue Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Indiana Avenue Allocation Area.

PASSED and ADOPTED on June 9, 2026.

GOSHEN REDEVELOPMENT COMMISSION

President

Secretary

RESOLUTION 05-2026

Annual Determination of Excess Assessed Value In the Lippert/Dierdorff Allocation Area

WHEREAS the Goshen Redevelopment Commission (the “Commission”) established the Lippert/Dierdorff Economic Development Area and Allocation Area.

WHEREAS, I.C. §36-7-14-39(b)(5)(A) requires the Commission to determine, before June 15th of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4).

WHEREAS, I.C. §36-7-14-39(b)(5)(B) requires that the Commission provide, before June 15th of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under I.C. § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS I.C. §36-7-14-39(b)(5)(C) requires that, if the excess assessed value of the taxable property within an allocation area is expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bond described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4), the Commission provide, before June 15th of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to I.C. §36-7-14-39(b)(5), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Lippert/Dierdorff Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Lippert/Dierdorff Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

- (B) There is no excess assessed value of the taxable property in the Lippert/Dierdorff Allocation Area to be allocated to the respective taxing units in the manner prescribed by I.C. §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Lippert/Dierdorff Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Lippert/Dierdorff Allocation Area.

PASSED and ADOPTED on June 9, 2026.

GOSHEN REDEVELOPMENT COMMISSION

President

Secretary

RESOLUTION 06-2026

Annual Determination of Excess Assessed Value In the Southeast Allocation Area

WHEREAS the Goshen Redevelopment Commission (the “Commission”) established the Southeast Economic Development Area and Allocation Area.

WHEREAS, I.C. §36-7-14-39(b)(5)(A) requires the Commission to determine, before June 15th of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4).

WHEREAS, I.C. §36-7-14-39(b)(5)(B) requires that the Commission provide, before June 15th of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under I.C. § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS I.C. §36-7-14-39(b)(5)(C) requires that, if the excess assessed value of the taxable property within an allocation area is expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bond described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4), the Commission provide, before June 15th of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to I.C. §36-7-14-39(b)(5), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Southeast Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Southeast Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

- (B) There is no excess assessed value of the taxable property in the Southeast Allocation Area to be allocated to the respective taxing units in the manner prescribed by I.C. §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Southeast Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Southeast Allocation Area.

PASSED and ADOPTED on June 9, 2026.

GOSHEN REDEVELOPMENT COMMISSION

President

Secretary

RESOLUTION 07-2026

Annual Determination of Excess Assessed Value In the Southeast Housing TIF Allocation Area

WHEREAS the Goshen Redevelopment Commission (the “Commission”) established the Southeast Economic Development Area and Allocation Area.

WHEREAS, I.C. §36-7-14-39(b)(5)(A) requires the Commission to determine, before June 15th of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4).

WHEREAS, I.C. §36-7-14-39(b)(5)(B) requires that the Commission provide, before June 15th of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under I.C. § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS I.C. §36-7-14-39(b)(5)(C) requires that, if the excess assessed value of the taxable property within an allocation area is expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bond described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4), the Commission provide, before June 15th of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to I.C. §36-7-14-39(b)(5), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Southeast Housing TIF Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Southeast Housing TIF Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

- (B) There is no excess assessed value of the taxable property in the Southeast Housing TIF Allocation Area to be allocated to the respective taxing units in the manner prescribed by I.C. §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Southeast Housing TIF Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Southeast Housing TIF Allocation Area.

PASSED and ADOPTED on June 9, 2026.

GOSHEN REDEVELOPMENT COMMISSION

President

Secretary

RESOLUTION 08-2026

Annual Determination of Excess Assessed Value In the 9th Street Corridor Allocation Area

WHEREAS the Goshen Redevelopment Commission (the “Commission”) established the Consolidated River Race / US 33 Economic Development Area and Allocation Area.

WHEREAS, I.C. §36-7-14-39(b)(5)(A) requires the Commission to determine, before June 15th of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4).

WHEREAS, I.C. §36-7-14-39(b)(5)(B) requires that the Commission provide, before June 15th of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under I.C. § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS I.C. §36-7-14-39(b)(5)(C) requires that, if the excess assessed value of the taxable property within an allocation area is expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bond described in I.C. § 36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. § 36-7-14-39(b)(4), the Commission provide, before June 15th of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to I.C. §36-7-14-39(b)(5), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the 9th Street Corridor Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the 9th Street Corridor Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

- (B) There is no excess assessed value of the taxable property in the 9th Street Corridor Allocation Area to be allocated to the respective taxing units in the manner prescribed by I.C. §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the 9th Street Corridor Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in I.C. §36-7-14-39(b)(4) plus the amount necessary for other purposes described in I.C. §36-7-14-39(b)(4).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the 9th Street Corridor Allocation Area.

PASSED and ADOPTED on June 9, 2026.

GOSHEN REDEVELOPMENT COMMISSION

President

Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission
FROM: Becky Hutsell, Redevelopment Director
RE: **Request for Authorization to Advertise for Bids for Public Infrastructure Work associated with The Row on the Millrace Development**
DATE: June 9, 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.

At the May 2026 meeting, the Commission authorized staff to proceed with Abonmarche Consultants, LLC for preparation of construction plans and bid documents associated with the public infrastructure work.

PROJECT STATUS

Abonmarche has advanced the preparation of construction plans and bid documents for the project, including roadway, sidewalk, stormwater, and utility improvements along River Race Drive, West Purl Street, South Second Street, and West Monroe Street, as well as drainage improvements within Alley 240.

The project is now ready to proceed to the public bidding phase.

SCHEDULE & NEXT STEPS

Staff proposes the following bidding and award timeline:

- June 19, 2026 – Advertisement for Bids
- July 9, 2026 – Bid Due Date and Opening by the Board of Public Works
- July 14, 2026 – Redevelopment Commission Contract Award

Upon authorization, staff will proceed with advertisement in accordance with statutory requirements, coordination of the bid process, and evaluation of bids prior to returning to the Commission with a contract award recommendation.

Requested Motion: *Move to authorize staff to advertise for bids and proceed with the public bidding process for the public infrastructure improvements associated with The Row on the Millrace development project.*



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CITY OF GOSHEN**

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communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: **Authorization to Enter into Agreement with Jones Petrie Rafinski (JPR) – Construction Inspection Services for Maple City Industrial Park and Century Drive Projects**

DATE: June 9, 2026

BACKGROUND

The City issued a Request for Proposals (RFP) for professional construction inspection services associated with the Maple City Industrial Park streets reconstruction and the Century Drive reconstruction project.

The selected consultant will be responsible for administering, monitoring, and documenting construction activities to ensure the work is completed in accordance with project plans, specifications, and contract requirements.

The projects include:

- **Task A:** Full-depth pavement replacement, asphalt paving, curb, ADA ramps, and related improvements within the Maple City Industrial Park
- **Task B:** Full roadway reconstruction of Century Drive from College Avenue to Kercher Road, including drainage and associated improvements

PROPOSAL REVIEW PROCESS

Proposals were evaluated by a review committee consisting of Brian Garber, Megan Hessel, Brad Minnick and myself. The committee evaluated proposals in accordance with the criteria outlined in the RFP, including project management, project approach, qualifications, previous experience with the City, location, and cost.

EVALUATION RESULTS

Five firms submitted proposals. Following evaluation of both non-compensation and cost components, JPR received the highest overall score and ranked first among all respondents.

Key results include:

- Final Score: **90 (Ranked 1st)**
- Proposed Fee: **\$467,680 (lowest cost proposal)**
- Total Estimated Hours: **3,283**

JPR achieved a strong balance of technical qualifications and cost competitiveness, resulting in the highest combined score under the RFP evaluation methodology. An agreement has been set up as a not-to-exceed cost of \$467,680 to provide all work detailed within the RFP and their proposal.

Requested Motion: *Approve authorization for the Redevelopment Director to enter into an agreement with Jones Petrie Rafinski (JPR) for construction inspection services for the Maple City Industrial Park and Century Drive reconstruction projects.*

**Construction Inspection for Maple City Industrial Park & Century Drive
Summary & Ranking
May 29, 2026**

Firm	Avg Project Mgmt (20)	Avg Project Approach (25)	Avg Qualifications (10)	Avg Previous City Exp (20)	Avg Location (10)	Avg Raw Total (85)	Non-Comp Rank	Non-Comp Points
Abonmarche Consultants	15.00	15.00	7.50	20.00	10.00	67.50	1	50
JPR	16.25	20.00	7.50	12.00	5.75	61.50	3	40
Lochmueller	20.00	17.50	10.00	11.25	7.00	65.75	2	45
United Consulting	9.50	11.50	7.25	1.25	1.00	30.50	5	30
A&Z Engineering	13.75	13.75	5.00	11.25	5.25	49.00	4	35

Firm	Compensation Amount	Cost Rank	% Over Lowest	Cost Points	Non-Comp Points	Final Score	Final Rank	# of Hours
Abonmarche Consultants	\$519,365.00	3	11.1%	39	50	89	2	4,243
JPR	\$467,680.00	1	0.0%	50	40	90	1	3,283
Lochmueller	\$506,520.00	2	8.3%	42	45	87	3	3,723
United Consulting	\$525,300.00	4	12.3%	38	30	68	4	3,497
A&Z Engineering	\$848,666.80	5	81.5%	0	35	35	5	6,464

Notes

Non-compensation ranking points are assigned as 50 / 45 / 40 / 35 / 30 based on average raw non-compensation score rank.

The RFP states additional proposals beyond the top three receive 35 points or less at the committee's discretion. Adjust non-compensation points manually if the committee chooses a different value.

Cost points use the RFP method: lowest cost = 50; others capped at 45 and reduced by rounded percent above lowest cost.

**AGREEMENT WITH JONES PETRIE RAFINSKI FOR
INSPECTION OF RECONSTRUCTION OF MAPLE CITY
INDUSTRIAL PARK STREETS AND CENTURY DRIVE**

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Jones Petrie Rafinski** (“Contractor”), whose mailing address is 325 S. Lafayette Blvd, South Bend, IN 46601, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and the Redevelopment Commission.

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the Contractor’s Proposal dated May 21, 2026.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor’s Proposal.

Section 2. Scope of Services

Contractor shall provide City the services for the construction inspection of the reconstruction of Maple City Industrial Park Streets and Century Drive, which services are more particularly described in Contractor’s May 21, 2026, proposal attached as Exhibit A (hereinafter referred to as “Duties”). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.

Section 4. Compensation

City agrees to compensate Contractor a sum not to exceed Four Hundred Sixty-Seven Thousand Six Hundred Eighty Dollars (\$467,680.00) for performing all Duties.

Section 5. Payment

(A) City shall pay Contractor for Duties satisfactorily completed under this agreement as Duties progress.

(B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

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

(C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

(D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 7. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 8. Independent Contractor

(A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any

persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 12. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 13. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding and shall not be limited by the amount of insurance coverage required under this agreement.

Section 14. Insurance

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

Section 15. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is

prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 16. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 17. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 18. Notice

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

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

Contractor: Jones Petrie Rafinski
Attention: Andrew Cunningham
325 S. Lafayette Blvd.
South Bend, IN 46601

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

Section 23. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

Section 27. Authority to Execute

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

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

City of Goshen, Indiana

Goshen Board of Public Works and Safety

Jones Petri Rafinski



Gina M. Leichty, Mayor

Andrew Cunningham, PLA, LEED AP, Principal

Date Signed: _____

Date Signed: June 3, 2026

Goshen Redevelopment Commission

Becky Hutsell, Redevelopment Director

Date Signed: June 9, 2026

EXHIBIT A

PROJECT APPROACH

PROJECT UNDERSTANDING

We understand that the City of Goshen Redevelopment Commission is seeking a highly capable construction inspection consultant to oversee two distinct but interrelated roadway reconstruction projects: Task A, covering full-depth pavement replacement, milling, pavement reinforcement, asphalt paving, curb work, ADA ramps, sidewalk flatwork, and related improvements within the Maple City Industrial Park (Sections A, B, and C); and Task B, encompassing the full roadway reconstruction of Century Drive from Kercher Road to College Avenue, including drive approaches and limited storm sewer and drainage improvements.

We recognize that these two tasks involve separate prime contractors operating on overlapping timelines, with Niblock Excavating, LLC already awarded as the Task A prime contractor, and the Task B contract still pending award as of this submission. This dual-contractor environment demands a centralized inspection approach that keeps both scopes moving efficiently while protecting the City from schedule slippage, disputed quantities, and regulatory exposure.

We also understand that the phase-specific completion milestones for Task B are firm: Phases 1 and 2 (Century Drive from Eisenhower Drive to College Avenue) must be complete no later than November 20, 2026, and Phases 3 and 4 (Eisenhower Drive to Kercher Road) must be complete no later than October 1, 2027, which also serves as the entire project's substantial completion deadline. Task A construction is anticipated to begin in or after August 2026, with a winter suspension from December 2026 through March 2027, resuming through substantial completion in June 2027.



COMPENSATION PROPOSAL TO ACCOMPLISH GENERAL SCOPE OF SERVICES

COMPENSATION PACKAGE

Jones Petrie Rafinski is pleased to present this compensation proposal for professional construction inspection services for the Reconstruction of Maple City Industrial Park Streets and Century Drive, Goshen, Indiana.

1. Proposed hourly rates

The following straight-time and overtime rates apply to all personnel assigned to this project. All staff are billed at a uniform rate consistent with the JPR 2026 Billing Labor Rate Table.

Role	Staff member	Straight-time (\$/hr)	Overtime (\$/hr)
Principal in Charge	Andrew Cunningham, PLA, LEED AP	\$285.00	\$427.50
Construction Engineering & Project Mgmt	Michael D. Voll, PE	\$180.00	\$270.00
RPR Staff Pool (field & office)	Bowman / Thomas / Williams / Hoghe	\$135.00	\$202.50

Overtime rates are calculated at 1.5 times the straight-time rate (\$135.00 × 1.5 = \$202.50/hr). Overtime will be requested in writing to the City's Project Manager in advance unless required to address unforeseen circumstances. Strategic scheduling will be employed to avoid overtime in all instances.

2. Per diem construction trailer rate

A construction field trailer will be provided if required by the City's Project Manager.

Item	Monthly rate	Daily rate
Construction field trailer (if required)	\$650.00	\$30.00

ASSUMPTIONS

The following assumptions were used in developing our level of effort and fee:

- Task A construction duration: August 2026 through June 2027, with a winter suspension from December 2026 through March 2027.
- Task B Phases 1 & 2: active full-time inspection from August/September 2026 through November 20, 2026, approximately 3 active months concurrent with Task A.
- Task B Phases 3 & 4: active full-time inspection from April 2027 through October 1, 2027, approximately 6 active months.
- Section D exclusion: our level of effort does not include inspection for Section D of Task A. Per the RFP (Section 8, page 9), Goshen Engineering Department personnel will perform construction inspection services for the various city streets outside of Maple City Industrial Park detailed as Section D. The Consultant RPR has no direct responsibilities for the Section D scope of work.
- Standard work schedule: contractor generally operating Monday–Friday daytime hours; weekend and overtime work is occasional and accounted for at a modest level within total hour estimates.
- Contractor-provided testing: the contractor is responsible for all required sampling, testing, and materials certifications; our role is verification, log maintenance, and escalation.
- Task B contractor identity: the Task B prime contractor was not yet identified at time of submission; hour estimates assume a single prime contractor with coordination requirements commensurate with the full roadway reconstruction scope of Century Drive.
- City-provided project documents: the City and design engineer will provide complete Contract Information Books, bid documents, geotechnical reports, and all referenced specifications in a timely manner following NTP.

LEVEL OF EFFORT AND STAFFING PLAN

Item	Mike Voll, PE	Cunningham	RPR Pool	Total
Task A – Maple City Industrial Park Full Depth Pavement Replacement (~12 months, July/Aug. 2026 – June 2027)				
Project Management	62	–	–	62
Construction Engineering / Administration	112	–	–	112
RPR – Field Time (Bowman / Thomas / Williams / Hoghe)	–	–	1,120	1,120
RPR – Office Time	–	–	210	210
Final Completion / Punchlist Activity – Voll, PE	16	–	–	16
Final Completion / Punchlist Activity – Cunningham (Principal)	–	4	–	4
Final Completion / Punchlist Activity – RPR	–	–	20	20
SUBTOTAL – TASK A	190	4	1,350	1,544
Task B – Century Drive Full Roadway Reconstruction (~16 months, June 2026 – October 2027)				
Project Management	84	–	–	84
Construction Engineering / Administration	176	–	–	176
RPR – Field Time (Bowman / Thomas / Williams / Hoghe)	–	–	1,280	1,280
RPR – Office Time	–	–	139	139
Final Completion / Punchlist Activity – Voll, PE	25	–	–	25
Final Completion / Punchlist Activity – Cunningham (Principal)	–	10	–	10
Final Completion / Punchlist Activity – RPR	–	–	25	25
SUBTOTAL – TASK B	285	10	1,444	1,739
Total estimated hours	475	14	2,794	3,283

RPR field and office hours reflect the combined effort of the RPR staff pool – Jennifer Bowman, Joshua Thomas, Dave Williams, and Cary Hoghe – deployed across both Task A and Task B throughout their respective construction durations. Michael Voll, PE provides construction engineering, administration, and project management support throughout both tasks. Andrew Cunningham, PLA, LEED AP provides principal-level oversight at project close-out and final completion. Section D of Task A is excluded from this scope per RFP Section 8, page 9 – Goshen Engineering Department personnel will perform construction inspection services for Section D, which covers full depth pavement replacement, mill and pave, and concrete mill and pave street sections on various city streets outside of Maple City Industrial Park. The Consultant RPR has no direct responsibilities for the Section D scope of work.

FEE SUMMARY

Item	Hours	Rate (\$/hr)	Staff	Fee
Task A — Maple City Industrial Park (~12 months, July/Aug. 2026 – June 2027)				
Project Management	62	\$180.00	Voll, PE	\$11,160.00
Construction Engineering / Administration	112	\$180.00	Voll, PE	\$20,160.00
RPR — Field Time	1,120	\$135.00	RPR Pool	\$151,200.00
RPR — Office Time	210	\$135.00	RPR Pool	\$28,350.00
Final Completion / Punchlist Activity — Voll, PE	16	\$180.00	Voll, PE	\$2,880.00
Final Completion / Punchlist Activity — Cunningham (Principal)	4	\$285.00	Cunningham	\$1,140.00
Final Completion / Punchlist Activity — RPR	20	\$135.00	RPR Pool	\$2,700.00
Direct expenses — copies/shipping allowance	—	—	—	\$500.00
SUBTOTAL — TASK A	1,544	—	—	\$218,090.00
Task B — Century Drive Reconstruction (~16 months, June 2026 – October 2027)				
Project Management	84	\$180.00	Voll, PE	\$15,120.00
Construction Engineering / Administration	176	\$180.00	Voll, PE	\$31,680.00
RPR — Field Time	1,280	\$135.00	RPR Pool	\$172,800.00
RPR — Office Time	139	\$135.00	RPR Pool	\$18,765.00
Final Completion / Punchlist Activity — Voll, PE	25	\$180.00	Voll, PE	\$4,500.00
Final Completion / Punchlist Activity — Cunningham (Principal)	10	\$285.00	Cunningham	\$2,850.00
Final Completion / Punchlist Activity — RPR	25	\$135.00	RPR Pool	\$3,375.00
Direct expenses — copies/shipping allowance	—	—	—	\$500.00
SUBTOTAL — TASK B	1,739	—	—	\$249,590.00
Grand Total	3,283	—	—	\$467,680.00



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Goshen Redevelopment

From: Goshen Engineering

**RE: STEURY AVENUE & LINCOLN AVENUE RECONSTRUCTION & DRAINAGE
IMPROVEMENTS – CHANGE ORDER NO. 8 (JN: 2019-0046)**

Date: June 9, 2026

The intersection of Lincoln Avenue and Steury Avenue contained large areas of unsuitable material. Tensar provided on-site DCP testing, which revealed areas of low-strength soils - as thick as two (2) feet. After review of several alternatives, and in consultation with Tensar staff, it was determined that undercutting of 10 inches and installing two layers of a Tensar InterAx geogrid with aggregate in-between would provide the most economical means of adequately stabilizing the subgrade. This provides the required bearing capacity for the roadway and also allows for a proof roll test on top of the aggregate subbase, prior to placement of hot mix asphalt base. Estimated costs of all the alternates reviewed, as well as plan sheets showing the estimated area requiring undercutting are attached.

Change Order No. 8 includes estimated costs for this multi-axial NX 750 geogrid, the additional quantity of No. 53 aggregate used for undercutting, and the difference between the installed and material-only costs for the TX Type 2 geogrid material, which was originally planned for this area but will not be used within the intersection. Change Order No. 8 does not include costs for Common Excavation, which would have been necessary regardless of the undercutting method. No additional days are being requested to complete this work.

Niblock Excavating provided a price of \$7.76 per SYD for the NX 750 geogrid. This is comparable with pricing on other recent and current City projects using the same material.

Goshen Engineering requests that the Goshen Redevelopment Commission approve Change Order No. 8 for \$37,505. This change, along with previous changes, increases the value of the contract by 3.67%.

Suggested Motion: Move to approve Change Order No. 8 in the amount of \$37,505.00 to address unsuitable materials and stabilize the subgrade with a high-performance geogrid at the intersection of Lincoln Avenue and Steury Avenue.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 8

Date: 6/9/2026

**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)

The intersection of Lincoln Avenue and Steury Avenue exhibited large areas of unsuitable material. Tensar provided on-site DCP testing, which revealed areas of soft materials - as thick as two (2) feet. After review of several alternatives, and in consultation with Tensar staff, it was determined that undercutting 10 inches and installing two layers of a Tensar InterAx geogrid with aggregate in-between would provide the most economical means of adequately stabilizing the subgrade. This provides the required bearing capacity for the roadway and also allows for a proof roll test on top of the aggregate subbase, prior to placement of hot mix asphalt base. Change Order No. 8 includes the cost for the multi-axial NX 750 geogrid, the additional quantity of No. 53 aggregate to be used for undercutting, and the difference between the installed and material-only costs for the TX Type 2 geogrid material, which was originally planned for this area but will not be used within the intersection. Change Order No. 8 does not include costs for Common Excavation, which would have been necessary regardless of the undercutting method.

10	Compacted Aggregate for Base, No. 53	450 TON	@ \$42.50	-----	\$19,125.00
CO 3.1	Tensar TX Type 2 Geogrid	-1,960 SYD	@ \$4.00	-----	-\$7,840.00
CO 8.1	Tensar NX 750 Geogrid	3,000 SYD	@ \$7.76	-----	\$23,280.00
CO 8.2	Tensar TX Type 2 Geogrid (Material Only)	1,960 SYD	@ \$1.50	-----	\$2,940.00

Subtotal= \$37,505.00

CHANGE ORDER FORM

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>7</u>	\$296,224.00
3. Amount of Contract, not including this supplement	\$9,393,982.00
4. Addition/ Reduction to Contract due to this supplement	\$37,505.00
5. Amount of Contract, including this supplemental	\$9,431,487.00
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$333,729.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>8</u> (Line 6 divided by Line 1)	3.67%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 0 calendar days, making the final completion date 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

Brad Minnick

Brad Minnick, P.E.
City Civil Engineer

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Becky Hutsell, Redevelopment Director

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

BY: _____
Signature of authorized representative

Printed

Title

STEURY AVENUE & LINCOLN AVENUE RECONSTRUCTION & DRAINAGE IMPROVEMENTS - JN: 2019-0046
GEOGRID AND UNDERCUTTING ALTERNATES AT INTERSECTION OF LINCOLN AVE & STEURY AVE

Item No.	Est. Qty.	Unit	Description	Unit Price	Alternate A		Alternate B		Alternate C		Alternate D		Alternate E		Alternate F		Alternate G		Alternate H	
					Est. Qty	Amount	Est. Qty	Amount	Est. Qty	Amount	Est. Qty	Amount	Est. Qty	Amount	Est. Qty	Amount	Est. Qty	Amount	Est. Qty	Amount
7A		CYD	Common Excavation	\$37.50	722	\$27,083.33	817	\$30,625.00	573	\$21,500.00	573	\$21,500.00	573	\$21,500.00	573	\$21,500.00	239	\$8,958.33	167	\$6,270.83
7B		CYD	Structure Backfill, Type 1	\$60.00																
7C		CYD	"B" Borrow (Undistributed)	\$60.00							573	\$34,400.00			573	\$34,400.00				
7D		CYD	Compacted Aggregate, No. 2 (Undistributed)	\$115.00**	287	\$32,966.67			573	\$65,933.33			573	\$65,933.33						
10		TON	Compacted Aggregate for Base, No. 53	\$42.50	794†	\$33,736.50	1,488†	\$63,255.94									435†	\$18,503.44	305†	\$12,952.41
CO3.1		SYD	Tensor TX Type 2 Geogrid	\$4.00	-1,960	-\$7,840.00	-1,960	-\$7,840.00	-1,960	-\$7,840.00	-1,960	-\$7,840.00					-1,960	-\$7,840.00	-1,960	-\$7,840.00
CO8.1		SYD	Tensor NX 750 Geogrid	\$7.76	1,960	\$15,209.60	1,960	\$15,209.60	1,960	\$15,209.60	1,960	\$15,209.60					2,820	\$21,883.20	2,820	\$21,883.20
CO8.2		SYD	Tensor TX Type 2 Unused Material Cost	\$1.50	1,960	\$2,940.00	1,960	\$2,940.00	1,960	\$2,940.00	1,960	\$2,940.00					1,960	\$2,940.00	1,960	\$2,940.00
			TOTAL ALTERNATE AMOUNT (neat line)			\$104,096.10	\$104,190.54	\$97,742.93	\$66,209.60	\$87,433.33	\$55,900.00	\$44,444.97	\$36,206.44							
			TOTAL ALTERNATE AMOUNT + 5%			\$109,300.91	\$109,400.06	\$102,630.08	\$69,520.08	\$91,805.00	\$58,695.00	\$46,667.22	\$38,016.76							

Alternate Descriptions			Alternate Notes		
Alternate A	PAVEMENT SECTION on 8" No. 53 on NX 750 Geogrid (over 12" No. 2 Aggregate in Select Areas within Intersection plus 100' N & E)		Proof roll at subgrade. We requested this analysis from Matt Moore with Tensar, to avoid cutting the entire intersection at 15". Assumes 12" of No. 2 could get us to a 2% CBR.		
Alternate B	PAVEMENT SECTION on 15" No. 53 on NX 750 Geogrid (within Intersection plus 100' N & E)		Proof roll at subgrade. Recommended cut from Matt Moore, treating relative worst-case CBR % over entire intersection.		
Alternate C	PAVEMENT SECTION on NX 750 (over 24" No. 2 Aggregate in Select Areas within Intersection plus 100' N & E)*		Proof roll at subgrade likely. See note below. This would be a belt-and-suspenders approach, if pockets of unsuitable soils went deeper, assuming No. 2s would bridge.		
Alternate D	PAVEMENT SECTION on NX 750 (over 24" "B" Borrow or Structure Backfill, Type 1)*		Proof roll at subgrade likely. See note below. Pricing an improved geogrid over the most economical undercut backfill material.		
Alternate E	PAVEMENT SECTION on TX Type 2 (over 24" No. 2 Aggregate in Select Areas within Intersection plus 100' N & E)*		Proof roll at subgrade likely. See note below. We could continue using TX Type 2 if the No. 2s would be necessary to bridge, anyway.		
Alternate F	PAVEMENT SECTION on TX Type 2 (over 24" "B" Borrow or Structure Backfill, Type 1)*		Proof roll at subgrade likely. See note below. Wanted to include a TX Type 2 alternate for comparison... better than using TX Type 2 alone.		
Alternate G (Selected Alt.)	PAVEMENT SECTION on NX 750 (over 10" No. 53 on NX 750 in Select Areas within Intersection plus 100' N & E)		Proof roll on aggregate base. Instead of recommended cut over entire intersection, Matt was comfortable with us just undercutting and installing a lower layer of geogrid in areas that failed initial proof roll.		
Alternate H	PAVEMENT SECTION on NX 750 (over 7" No. 53 on NX 750 in Select Areas within Intersection plus 100' N & E)		This alternate appeared sufficient for entire pavement section at completion (per Tensar software) but may not pass a proof roll on aggregate base.		

*For Alternate C - Alternate F, it was assumed that we could remove almost all unsuitable soils in failed areas with 24" undercut. NOTE: We cannot trench immediately adjacent to newly-installed stone trenches, and there are
**Price includes underlayment with geotextile
†Estimated tons of No. 53 from cubic yards by using 135 pcf unit density for compacted-in-place

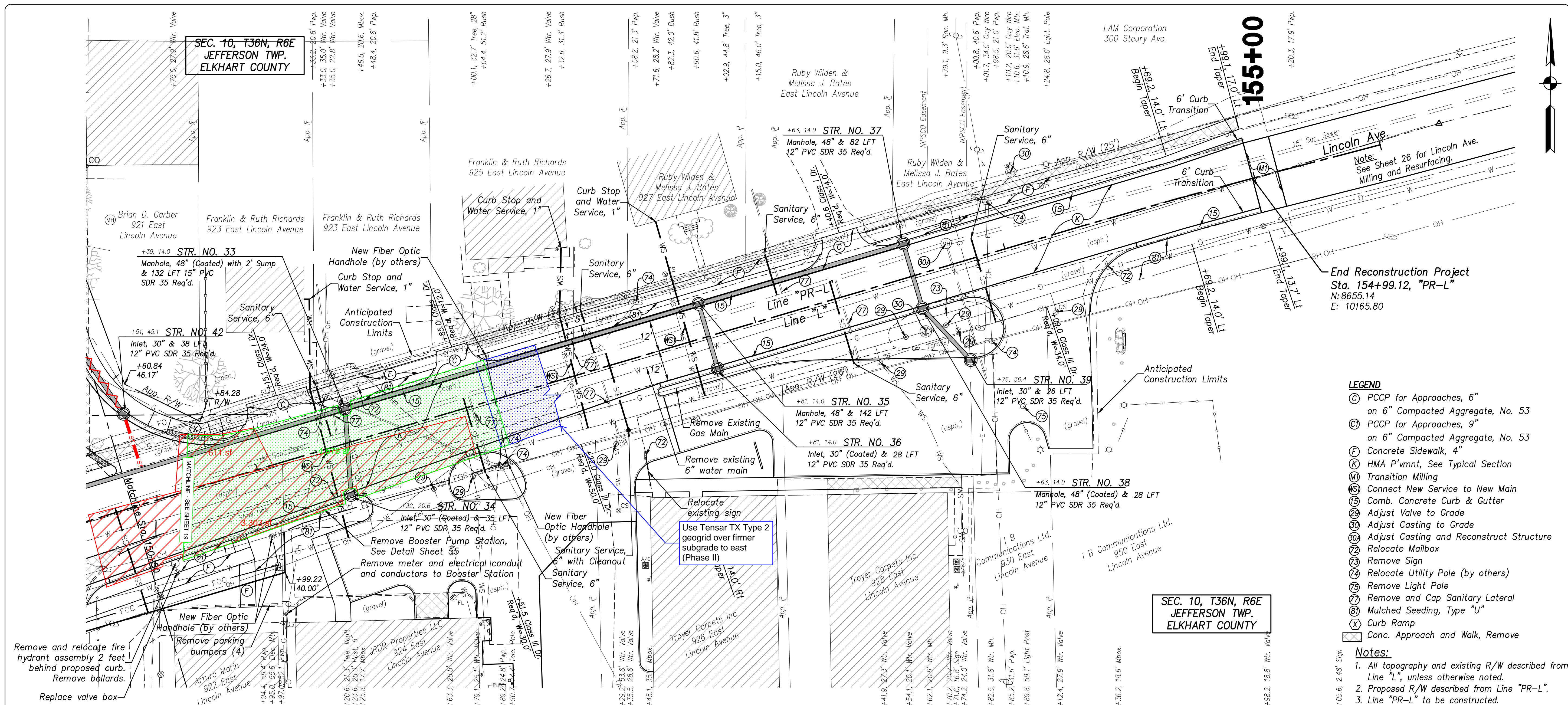
Areas within Phase II - See Plan Sheets			
Area 1	860	SYD	Area Failing Proof Roll
Area 2	1,960	SYD	Area of Phase II that Incorporates Failed Areas (Intersection plus approx. 100' N & E)

EXHIBIT A
ESTIMATED UNDERCUTTING AND GEOGRID AT LINCOLN AVE & STEURY AVE

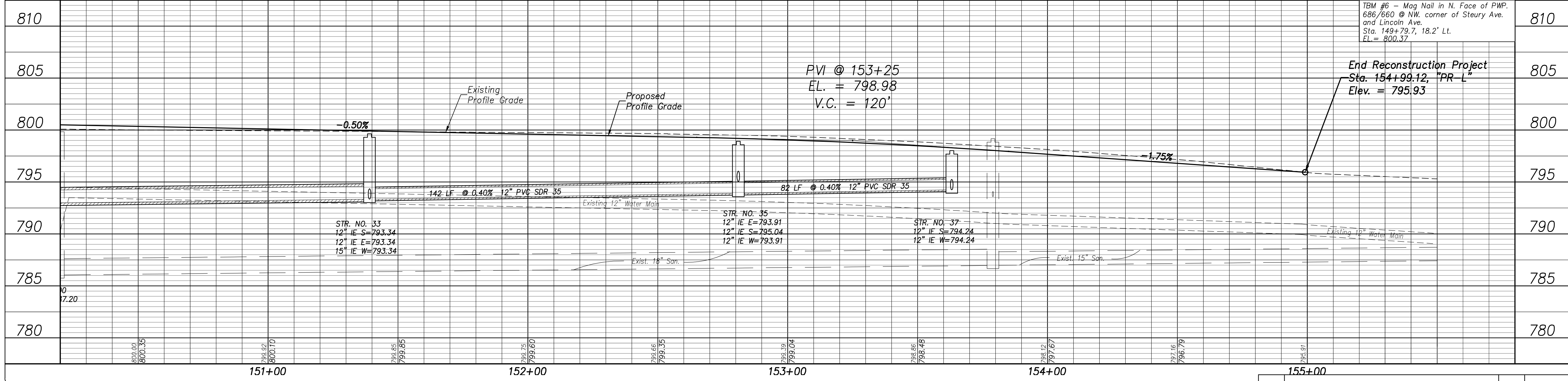
TOTAL TOP LAYER NX 750 GEOGRID AREA ESTIMATED THIS SHEET:
 4,678 SF = approx. 530 SYD (AREA 2)

TOTAL ADDITIONAL 10" UNDERCUTTING AND BOTTOM LAYER NX 750 GEOGRID ESTIMATED THIS SHEET:
 3,914 SF = approx. 450 SYD (AREA 1)

NOTE: UNDERCUT AREAS WILL NOT INCLUDE UNDERDRAINS OR 6" PERF. PVC IN STONE TRENCHES ("WAGON WHEEL" SPOKES)



- LEGEND**
- ⊙ PCCP for Approaches, 6" on 6" Compacted Aggregate, No. 53
 - ⊙ PCCP for Approaches, 9" on 6" Compacted Aggregate, No. 53
 - ⊙ Concrete Sidewalk, 4"
 - ⊙ HMA P'vmt, See Typical Section
 - ⊙ Transition Milling
 - ⊙ Connect New Service to New Main
 - ⊙ Comb. Concrete Curb & Gutter
 - ⊙ Adjust Valve to Grade
 - ⊙ Adjust Casting to Grade
 - ⊙ Adjust Casting and Reconstruct Structure
 - ⊙ Relocate Mailbox
 - ⊙ Remove Sign
 - ⊙ Relocate Utility Pole (by others)
 - ⊙ Remove Light Pole
 - ⊙ Remove and Cap Sanitary Lateral
 - ⊙ Mulched Seeding, Type "U"
 - ⊙ Curb Ramp
 - ⊙ Conc. Approach and Walk, Remove
- Notes:**
1. All topography and existing R/W described from Line "L", unless otherwise noted.
 2. Proposed R/W described from Line "PR-L".
 3. Line "PR-L" to be constructed.



ABONMACHE
 315 W. Jefferson Blvd.
 Ft. Wayne, IN 46601
 Phone: 317.252.0700
 Fax: 317.251.4440
 abonmache.com

STEURY AVENUE AND LINCOLN AVENUE RECONSTRUCTION AND DRAINAGE IMPROVEMENTS
 PROJ. NO. 2019-0046

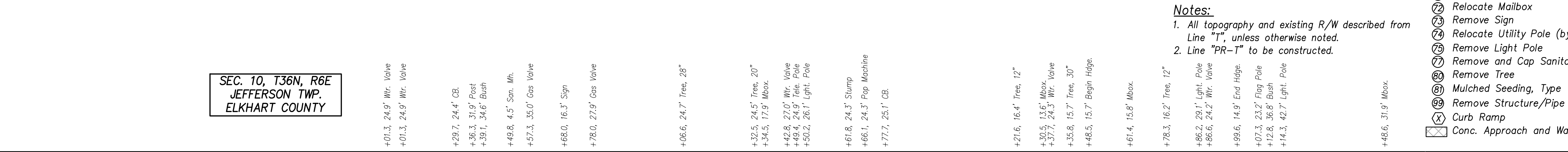
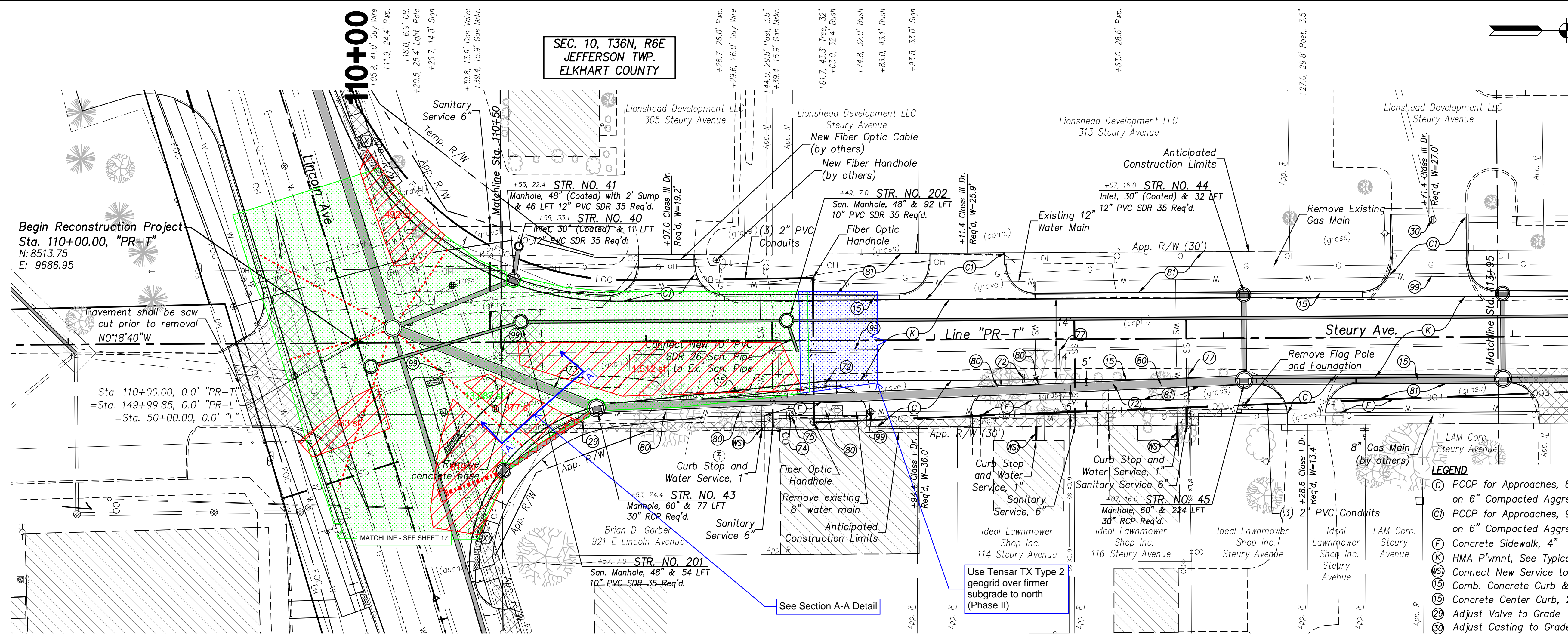
LINCOLN AVENUE PLAN AND PROFILE STA. 150+50 TO E.O.P.

SHEET TITLE:
 DRAWN BY: ZDH
 DESIGNED BY: ZDH
 PM REVIEW: CAK
 QA/QC REVIEW: RIN
 DATE: 3/7/2024
 SEAL: CHAD A. KNIP REGISTERED PROFESSIONAL ENGINEER
 SIGNATURE: [Signature]
 DATE: 3/7/2024
 SCALE: HORZ: 1"=20' VERT: 1"=5'
 ACI JOB #: 19-0916
 SHEET NO.: 17 of 97

TOTAL TOP LAYER NX 750 GEOGRID AREA ESTIMATED THIS SHEET:
12,815 SF = approx. 1,430 SYD (AREA 2)

TOTAL ADDITIONAL 10" UNDERCUTTING AND BOTTOM LAYER NX 750 GEOGRID ESTIMATED THIS SHEET:
3,563 SF = approx. 410 SYD (AREA 1)

NOTE: UNDERCUT AREAS WILL NOT INCLUDE UNDERDRAINS OR 6" PERF. PVC IN STONE TRENCHES ("WAGON WHEEL" SPOKES)



- LEGEND**
- (C) PCCP for Approaches, 6" on 6" Compacted Aggregate, No. 53
 - (C1) PCCP for Approaches, 9" on 6" Compacted Aggregate, No. 53
 - (F) Concrete Sidewalk, 4"
 - (K) HMA P'vmt, See Typical Section
 - (MS) Connect New Service to New Main
 - (15) Comb. Concrete Curb & Gutter
 - (15) Concrete Center Curb, 2"
 - (29) Adjust Valve to Grade
 - (30) Adjust Casting to Grade
 - (72) Relocate Mailbox
 - (73) Remove Sign
 - (74) Relocate Utility Pole (by others)
 - (75) Remove Light Pole
 - (77) Remove and Cap Sanitary Lateral
 - (80) Remove Tree
 - (81) Mulched Seeding, Type "U"
 - (89) Remove Structure/Pipe
 - (X) Curb Ramp
 - (X) Conc. Approach and Walk, Remove

- Notes:**
1. All topography and existing R/W described from Line "T", unless otherwise noted.
 2. Line "PR-T" to be constructed.



**Engineering Department
CITY OF GOSHEN**

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

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

June 5, 2026

**RE: REQUEST FOR PROPOSALS
RIVER RACE DRIVE AND PARKING LOT K EXPANSION, PROJECT A; TRAILWAY
EXTENSION – LINCOLN AVENUE TO PIKE STREET, PROJECT B
(JN:TBD)**

Dear Consultants:

The City of Goshen is working to widen River Race Drive and expand Parking Lot K – Project A, and design a trailway extending from Lincoln Avenue north to Pike Street along the Elkhart River – Project B. To complete this work, the City requires consultant assistance.

To provide a proposal to assist the City with the needed improvements, please see the attached requirements for submissions.

Sincerely,

CITY OF GOSHEN

Brad Minnick, P.E.
Civil City Engineer

Cc: Abonmarche Consulting, Attention: Brad Mosness, Email: bmosness@abonmarche.com
American StructurePoint, Inc., Attention: Scott Crites, Email: scrites@structurepoint.com
A&Z Engineering, LLC, Attention: Jamal Anabtawi, Email: jamal@az-engineering.net
Fleis & Vandenbrink, Attention: Chad A. Salzbrenner, Email: csalzbrenner@fveng.com
GAI Consultants, Inc., Attention: Mike Beresford, Email: m.beresford@gaiconsultants.com
Jones Petrie and Rafinski, Attention: Andrew Cunningham, Email: acunningham@jpr1source.com
Lochmueller Group, Inc., Attention: Dave Barich, Email: dbarich@lochgroup.com
United Consulting, Attn: Jay Ridens, Email: jay.ridens@ucindy.com

Request for Proposals (RFP)

River Race Drive and Parking Lot K Expansion – Project A Trailway Extension from Lincoln Avenue to Pike Street – Project B Job Number: 2017-0014

The City of Goshen Engineering Department is requesting proposals for professional design services for River Race Drive, Parking Lot K, and a Trailway Extension. Project A is the design of final leg of River Race Drive from the east/west alley north of Jefferson Street to Washington Street and the expansion of the City’s Parking Lot “K”. This design will allow River Race Drive to be a 2-way street from Douglas to Washington and will add additional parking near the River Race corridor. The professional services should include the design of the proposed roadway widening and construction described herein and all surveying, geotechnical investigations, utility coordination, and permitting necessary to accommodate construction. A project aerial view, a copy of the adjacent River Race Drive roadway plans, an existing City of Goshen utilities map, and a conceptual drawing of Parking Lot K with 3 proposed soil boring locations are included as Exhibit A.

Project B, the Trailway Extension from Lincoln Avenue to Pike Street on the east side of the Elkhart River, is approximately 1,500 lineal feet long. The project includes evaluation of two alternatives to cross Lincoln Ave. – a) a pedestrian bridge beneath Lincoln Avenue or b) a HAWK signal installation to accommodate an at-grade crossing of Lincoln Avenue. Additionally, consideration will be given for trailway construction within the flood plain, associated permitting, negotiations with Elkhart County for an easement or acquisition of their parcel within the trailway alignment, and the best-fit trailway tie-in point at Pike Street. A project aerial map, an existing City of Goshen utilities map, and the *Bicycle and Pedestrian Master Plan for Elkhart and Goshen, Indiana, Summer 2017*, are included as Exhibit B.

Scope of Services – both Projects

- Survey
 - Topography
 - Location of buildings and accessory structures when located within the defined survey limits;
 - Property addresses, when appropriate shall be labeled in model space, text height to be 1.6 for 20 scale, 3.2 for 40 scale or equivalent to .08 in paper space;
 - Right-of-way as determined from the record information and identified property corners (i.e. iron pipes, iron pins, etc.);
 - All utilities, which also includes all utility markers, valves, manholes, catch basins, hydrants, culverts, and cleanouts. Specify material type of structures and pipes;
 - Label all existing surface types with ‘Ex.’, for example Ex. Concrete Sidewalk, (i.e. gravel, concrete, grass, asphalt, brick, and pavers);

- All pavements, which include pavement markings, centerline markings, edge of pavement, curbs, sidewalks, service walks, retaining walls, and driveways;
- All landscaping, which includes trees and their diameters, landscape areas, bushes, shrubs, and other decorative amenities;
- Surface utility information, which includes, but may not be limited to, septic tank lids, sewer cleanouts, pedestals, utility poles with notes regarding underground power drops, and utility reference/warning posts; and
- The rim, inverts, and bottom of structure for sewer structures, utility manholes, and vaults.
- Structure numbers that are the same as the survey point shall be labeled on the drawing in AutoCAD as part of the labeling of the rim, inverts, size, material of pipes inside of the structure, diameter of the inside of the structure.
- Measure downs to top of water valve nuts.
- Gather information 100' in each direction at all intersections.
- Cross section spacing no greater than 25', and at each drive approach
- Collect topo information 15' beyond right-of-way.
- Vertical Control and Documentation
 - Tie survey to established benchmarks. No assumed benchmarks.
 - Benchmarks are to be located every 300' along the identified corridor with the first benchmark being set at the point of commencement and the last point being set at the end of the survey. Benchmarks are to be established with spike and enumerated tag (i.e., Benchmark number and elevation). When benchmarks are established on utility poles, the line number and pole number shall be provided as accessory information. Copies of the bench loop field notes are to be provided as part of the deliverables.
 - Utility elevations for all manholes, catch basins, inlets and pipes including rim, invert, sump, bottom of structures, and material of pipes shall be provided. Pipe elevations taken on angle measure downs shall be angle corrected. Copies of the utility survey notes are to be provided as part of the deliverables.
 - Roadway elevations shall consist of centerline, edge of pavement, gutters, top of curbs, sidewalks, service walks, drive approaches and retaining walls. Cross section spacing no greater than 25', and at each drive approach. Collect points 15' beyond ROW to generate contours.
 - Locate scuppers with elevation at end of gutter turn-out and 2' beyond this point.
 - In locations without curb-and-gutter, cross sections shall have sufficient detail to show elevation of existing grade adjacent to roadway shoulder and edge of pavement, to assess localized ponding.
 - Vertical Datum shall be NAVD 88.
- Horizontal Control and Documentation

- A centerline with bearing and distance information shall be established from the right-of-way. Field control shall be established for defined centerline for the start of survey, PC, PT, and end of survey.
- Copies of the horizontal control field notes shall be provided as part of the deliverables.
- Temporary Control points shall be established with ½" rebar and cap.
- Horizontal control shall be witness tied.
- Coordinate System
 - NAD 1983 StatePlane Indiana East FIPS 1301 (US Feet)
- Right-of-Entry
 - Surveyor shall be responsible for acquiring right-of-entry, as needed.
- Incorporation of Reference Information
 - The City will provide available sewer lateral and water service cards (water and sewer card) for each customer inside the survey area.
 - This information shall be included as part of the final survey drawing.
- Survey Deliverables
 - Survey field notes.
 - Utilities survey field notes (measure downs on sewer structures with structure number that are the same point number from the survey, shall include rim, invert, material, and size of any pipe inside the structure, along with the bottom elevation of the structure).
 - Electronic processed .txt file from survey (points).
 - Copies of the private utility markups.
 - Copy of bench loop notes.
 - Copy of horizontal control.
 - Copy of any deeds, plats, and easements.
 - The completed survey should be shared to the City in AutoCAD Civil 3D 2019 or better, but not to exceed AutoCAD Civil 3D 2022. Reduced information shall be scaled for a 20-scale drawing.
 - No custom line types.
 - One hard copy.
 - A copy of the consultants AutoCAD *.ctb file to allow the City to reproduce plotted line weights.
 - Legend for the consultant's line types and symbols.
 - TIN file with generated contours and labels.
- Geotechnical investigation
 - Borings are required to determine existing pavement section, soil types, and groundwater level.
 - Proposed borings are shown in respective project exhibits.
 - Boring locations shall be confirmed by City staff; Additional locations may be requested
 - Borings shall utilize continuous sampling to minimum depth of 15' below existing pavement elevation.
 - A City representative shall be on-site for each boring.

- Traffic Control in accordance with Indiana MUTCD shall be provided for the boring operations.
 - Seal top 12" of soil borings with bag cement to prevent failure of existing pavement section.
 - The report shall be sealed by an Indiana-licensed professional engineer, present findings of the subsurface explorations, and include recommendations for subsurface stabilization recommendations, if necessary, and recommended pavement cross-sections.
 - Note: The geotechnical report shall consider the following alternatives:
 - Full-Depth Construction
 - Proposed pavement section to incorporate geogrid material, and the report should provide a recommendation as to exact geogrid type and placement.
 - If geogrid is not deemed suitable for subgrade treatment, this shall be clearly stated, along with accompanying explanation, as well as an alternate recommended subgrade treatment.
 - Pavement cores and their results shall be included with the soil boring locations.
 - Geotechnical investigation and report to be performed by a firm that specializes in subsurface exploration and geotechnical analysis. A statement of consultant's ability, capacity, and skill to be included in the proposal, along with the experience of the technicians and professional engineering completing the report.
- Preliminary study and alternatives report – Project B only
 - The preliminary study and alternatives report serves to provide comprehensive consideration of reasonable improvement options and should include, but not be limited to, the following items:
 - Collect additional relevant background information
 - Procure essential project data in addition to the geotechnical investigation (e.g., construction traffic load requirements, hydraulics).
 - Establish fundamental design criteria – particular consideration should be given to long-term maintenance requirements;
 - Identify and assess alternatives, based on design criteria and total project costs;
 - Provide viable alternatives and identify optimal alternative for design; and
 - Evaluate the risk and viability of the project
 - Project A should utilize the current pavement structure from the adjoining River Race Drive section to the south, if it is deemed adequate based upon the geotechnical investigation. The pavement section for Parking Lot K should be 6" No. 53 Stone, 3" HMA Base, and 1.5" HMA Surface. Dry wells are anticipated to accommodate drainage considerations.
 - All necessary permitting
 - The Consultant is responsible for all necessary construction permits including the Construction Stormwater General Permit (CSGP) submission. The consultant

shall ensure the conditions of each permit are consistent with the plans, specifications and cost estimate and shall submit copies of all permits with the final bid documents.

- Utility coordination
 - Utility relocations are not anticipated as a part of this project; however, the consultant should provide a contingency for utility coordination.
 - Utility coordination, as needed, shall include the following:
 - Identification of utilities within the project limits
 - City can provide ROW permit records, if needed
 - Field investigations, including locates on survey
 - Notice to Utility of project and verification of facilities
 - Communication to Utility / Utilities of scope of project and request to verify that the Utility's infrastructure is shown correctly on survey / design plans
 - May be performed on an as-needed basis, if potential conflicts observed
 - Repeated attempts to contact a Utility may be necessary, via more than one means / more than one contact
 - Conflict analysis between Utility and proposed project
 - Request for additional information from Utility
 - Potholing as necessary to determine and resolve conflict points
 - Design revisions to avoid a confirmed conflict with Utility, or
 - Design and/or coordination with Utility to create relocation work plan
 - Regular communication with City throughout the above process, especially if Utility is not responsive
 - Coordination with City and Utility to complete permit for work plan
 - Construction staking for relocation work plan
 - Verification that Utility relocated according to work plan
- Roadway design plans in accordance with the City of Goshen/INDOT/AASHTO requirements, including:
 - Design documents and specifications for all proposed improvements;
 - Drainage evaluation and calculations limited to specific structures and connected pipes, said structures and connected pipes are included as Exhibit B;
 - Design and plans for erosion control;
 - Design and plans for traffic control;
 - Design calculations; and
 - Quantity calculations and cost estimates
 - Submittals of plans and estimates will be required at 60% and 90% of the design, in addition to the final design and bidding documents.
- Specifications are to be incorporated into the City's standard bidding process, included the standard specification documents

- Bidding/Quoting
 - Bid documents including the project specifications and design plans shall be assembled into a single PDF for submission. The final bid document will be uploaded to the City of Goshen’s bidding portal.
 - If additional information is required from the Consultant during the bidding process, other than clarification of the design/specifications, this task will be charged on a Time & Material basis based on the information provided in the proposal. Consultant shall respond within eight (8) hours of receiving any request for information. Responses shall be reviewed by the City of Goshen and will then be uploaded to the City’s bidding portal.

Technical Qualifications and Project Considerations

The improvements, as currently proposed, include the following:

- Full-depth pavement construction for both projects
- Drive approach replacements to appropriate match lines near right-of-way
- Limited stormwater sewer construction
- Design of full-depth roadway section with recommended geogrid

Firms wishing to be considered should provide expertise to complete all improvements including, but not limited to:

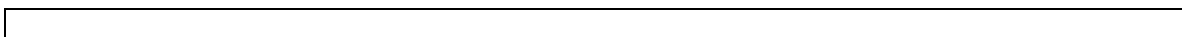
- Geotechnical Investigations
- Pavement Design
- Site Drainage
- Storm Sewer Design
- Utility Coordination

Both proposed improvement projects are scheduled to be substantially completed in the fall of 2027. The specific project timelines proposed are the discretion of the Consultant, but it is anticipated that construction should start no later than the spring of 2027.

Proposal Requirements

Firms wishing to be considered in the consultant selection process must submit three (3) copies of their technical proposal and one (1) separate sealed compensation package **no later than Wednesday, April 29th, 2026 at 3:00 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 each project and alternate. The single complete proposal package and each of the two individual packages shall be marked as shown in the box below.



<p>Brad Minnick, P.E. Civil City Engineer City of Goshen Engineering Department 204 East Jefferson Street, Suite 1 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.

Brad Minnick, P.E.
Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Telephone: (574) 534-2201
Fax: (574) 533-8626
E-mail: engineering@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 City will not release the names of committee members and requires that consultants direct any questions to the City Engineer.

The CSAC will evaluate the proposals utilizing the proposal evaluation criteria (except compensation). Only compensation packages of the highest-rated proposals will be opened. There will be no required number of compensation packages opened.

Following evaluation of the compensation packages, the CSAC will recommend either select a consultant based solely on the proposals or to interview the highest-rated consultants. If the selection is made based solely on the proposals, the City will send a letter to all proposers informing them of the City's selection and the date of anticipated Board of Public Works and Safety meeting to award the contract. If the City intends to hold interviews, the consultants to be interviewed will be contacted to schedule an interview. Following the interview and consultant selection, the City will initiate negotiations with the highest-rated consultant, and a letter will be sent to all proposers informing them of the City's selection and the date of anticipated Board of Public Works and Safety meeting to award the contract. The interview will further evaluate the consultant in the following categories: (1) Project Manager/Key Personnel; (2) Overall Qualification of Firm/Team; and (3) Project Approach. The point values or ratings for these categories are subject to change based upon the interview.

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 Board of Public Works and Safety. 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 informing them of the City's selection and the date of the anticipated Board of Public Works and Safety meeting to award the contract.

The following is the anticipated schedule for this project:

April 8, 2026	Distribute RFP
April 29, 2026	Deadline for Receipt of Proposals
May 21, 2026	Contract Award by Board of Public Works and Safety
June 3, 2026	Notice to Proceed
December 3, 2026	60% Plans and Estimates
February 3, 2027	90% Plans and Estimates
March 8, 2027	Final Plans and Specifications posted for March 25, 2027 bid opening (Project A and Project B, possibly as a bundle based upon funding)

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.

Generally, when scoring proposals, the City intends to use the entire point range for each category. For example, the highest ranked proposal for "Project Manager/Key Personnel" will receive twenty points, while the lowest ranked proposal for that category will receive 0 points. All other proposals will be scored between 0 and 20 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 through 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 MANAGER/KEY PERSONNEL – 20 Points

1. Provide the name and qualifications of the Project Manager (PM) to be assigned to this project. The PM will be the primary contact for City Personnel. Include the PM'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 the identity and qualifications of Key Personnel (both prime and sub-Consultants) to work on this project, including the adequacy and appropriateness of their credentials and capabilities, expected project assignments, the extent of their project participation, and the relevance of their prior experience to this project.
3. Provide an organizational chart illustrating the relationship between the PM, QA/QC Coordinator and Key Personnel. Identify sub consultants in the organizational chart by name and firm.

PROJECT APPROACH – 25 Points

The proposed project approach should include the following:

- A statement of project understanding.

- 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 (including sub-consultant 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 design 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 – 15 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 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– 10 Points

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

COMPENSATION REQUIREMENTS – 20 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 design engineering services. Each proposed project shall have a compensation proposal.

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 Manager/Key Personnel, (6 page maximum)
- Project Approach (unlimited pages, recognizing that brevity and focus on the Approach to this project will be highly valued by the reviewers)
- Overall Qualifications of Firm/Team (5 page maximum)
- Previous Experience with the City and/or the County (1 page maximum)

And in a second, sealed package:

- Compensation Requirements for each proposal project.

River Race Drive and Parking Lot K
Trailway Extension
June 5, 2026
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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 into a contract with the City.

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

Sincerely,

CITY OF GOSHEN



Brad B. Minnick, P.E.
Civil City Engineer

- Exhibit A: project aerial view, a copy of the adjacent River Race Drive roadway plans, an existing City of Goshen utilities map, and a conceptual drawing of Parking Lot K with 3 proposed soil boring locations

- Exhibit B: A project aerial map, an existing City of Goshen utilities map, and the *Bicycle and Pedestrian Master Plan for Elkhart and Goshen, Indiana, Summer 2017*



**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: **Restaurant Row Design Update**
DATE: June 9, 2026

OVERVIEW

Since the previous Redevelopment Commission discussion, the project team has refined the Restaurant Row concept based on stakeholder feedback and additional field verification. The updated concept maintains the overall direction presented last month while incorporating several key technical refinements to improve functionality, safety, and feasibility.

KEY UPDATES SINCE LAST MEETING

Travel Lane Configuration

- Travel lanes remain 11 feet wide, consistent with prior discussions.
- 8-foot parallel parking is maintained along the south side of Lincoln Avenue.
- Center turn lane reduced from 11 feet to 10 feet in width.

This configuration continues to balance vehicular movement, on-street parking, and the expanded pedestrian environment associated with Restaurant Row.

Bicycle Lane Buffer Adjustments

- The north buffer between the bike lane and vehicular traffic has been reduced to a narrow-delineated buffer (approximately 8 inches) with striping on both sides.
- The south-side buffer between the bike lane and parked vehicles remains at 2 feet to minimize conflicts with opening car doors. This change maintains cyclists' safety while optimizing available street width.

Turning Movement Validation

Turning analysis exhibits have been added to demonstrate that large box trucks, intermediate semis and standard long-haul semi-trailers can successfully navigate the turn from the alley onto Lincoln Avenue. This addresses prior concerns regarding service access and delivery operations.

Field Verification of Existing Conditions

- The project team conducted on-site measurements east of 5th Street and confirmed existing 10-foot travel lanes and 8-foot parallel parking widths.
- Observations confirmed that even large vehicles (e.g., dump trucks) can safely operate within this configuration.

This real-world validation supports the feasibility of slightly narrower lane options if desired.

Optional Design Flexibility Identified

- The team noted that the City could reduce travel lanes to 10 feet if preferred.
- This adjustment would allow for approximately 3 additional feet of sidewalk width, further enhancing pedestrian space and outdoor dining opportunities.

SUMMARY

The updated concept reinforces the project's core goals of enhancing pedestrian activity, supporting outdoor dining, and maintaining safe and efficient traffic operations. Key refinements focus on:

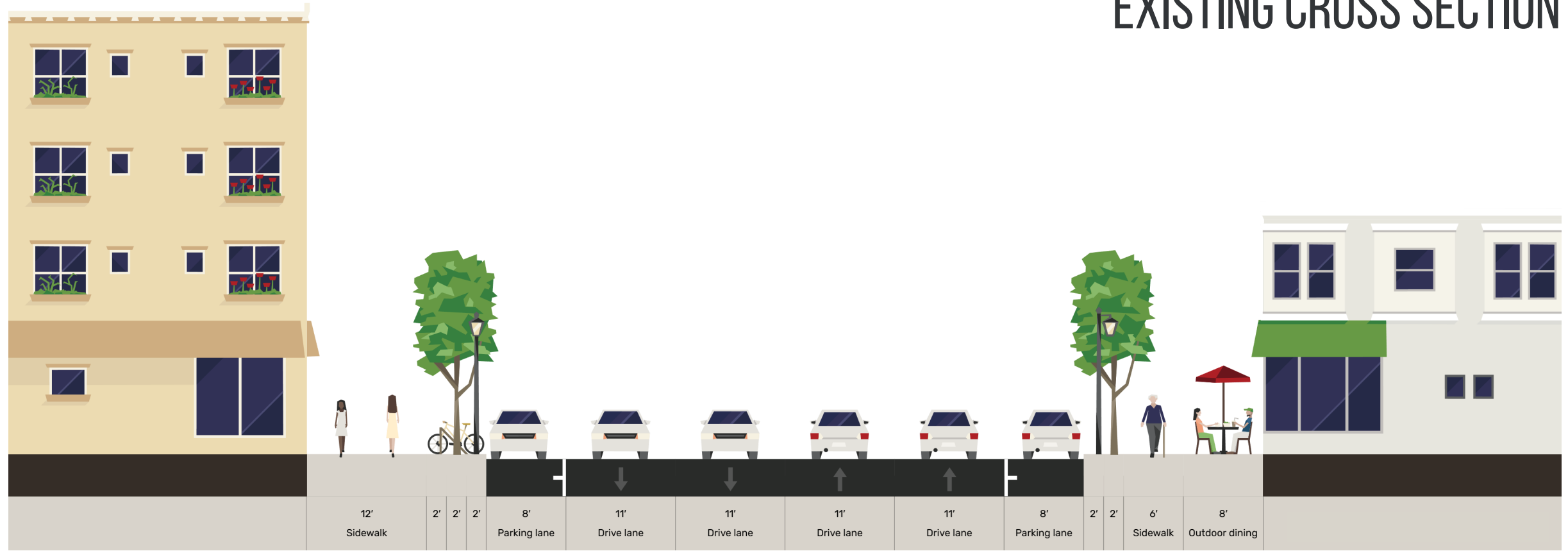
- Improved bicycle facility design
- Verified access for service and delivery vehicles
- Field-confirmed roadway dimensions
- Opportunities to further expand pedestrian space, if desired.

Overall, the design continues to advance toward a balanced streetscape that supports Restaurant Row as a vibrant destination while maintaining necessary transportation functions.

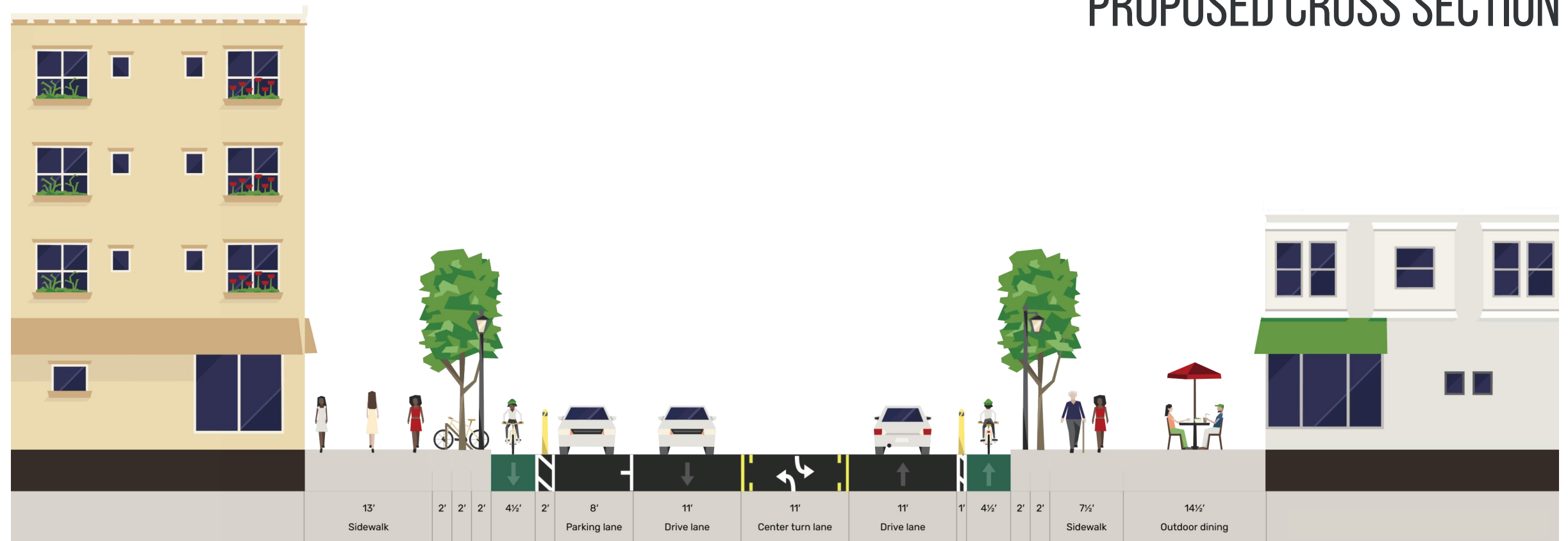
City staff continues to coordinate with JPR, Lincoln Avenue business owners and other interested parties to ensure that the "temporary" approach is well thought out prior to implementation. It's anticipated that conversations will continue throughout the month prior to making a final decision regarding roadway striping changes. There are two vaults in this area that will be filled in within the coming weeks and City staff will be removing the brick planters and addressing ADA concerns in and around the tree wells as part of the short-term improvements.

POTENTIAL CROSS SECTIONS

EXISTING CROSS SECTION



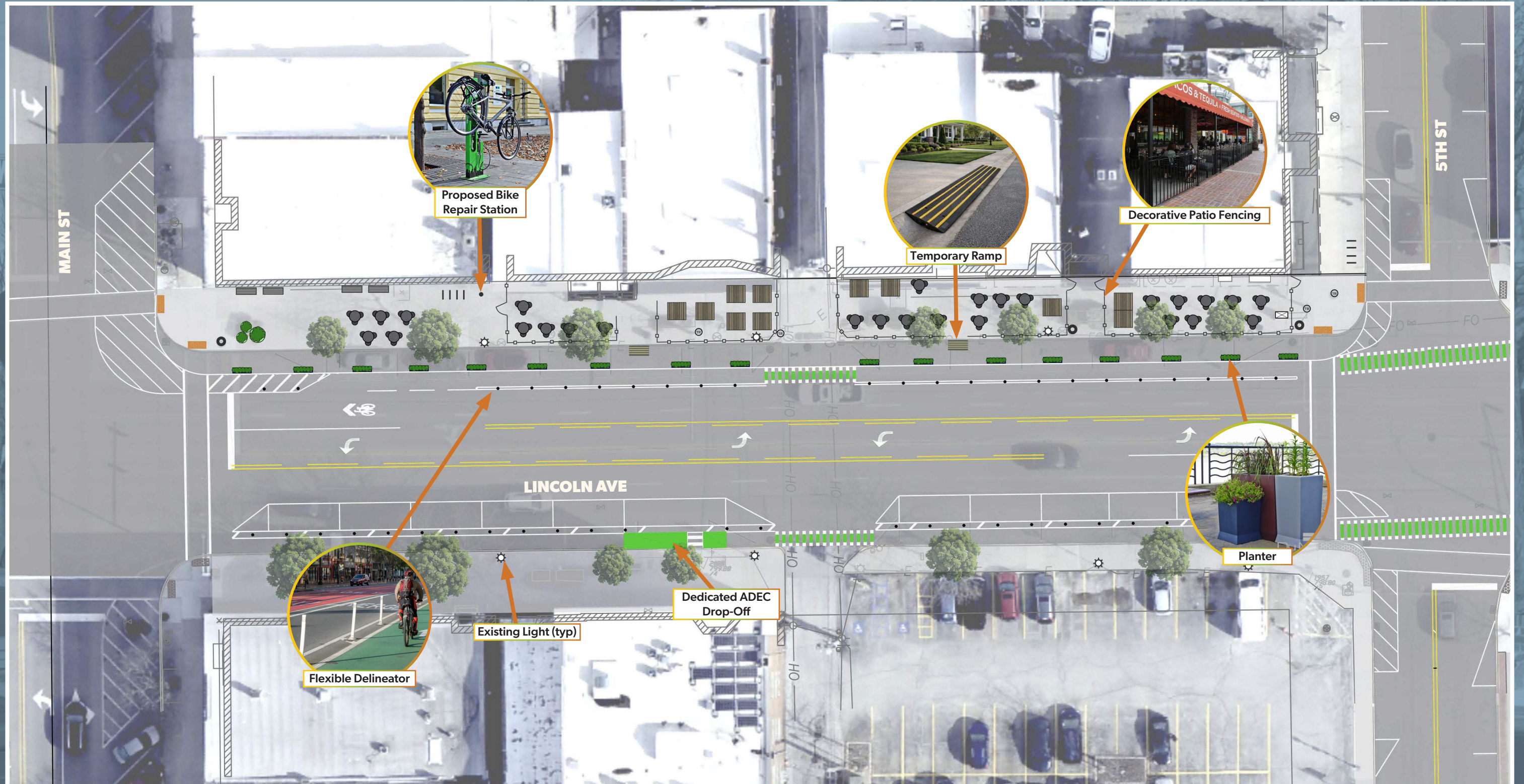
PROPOSED CROSS SECTION



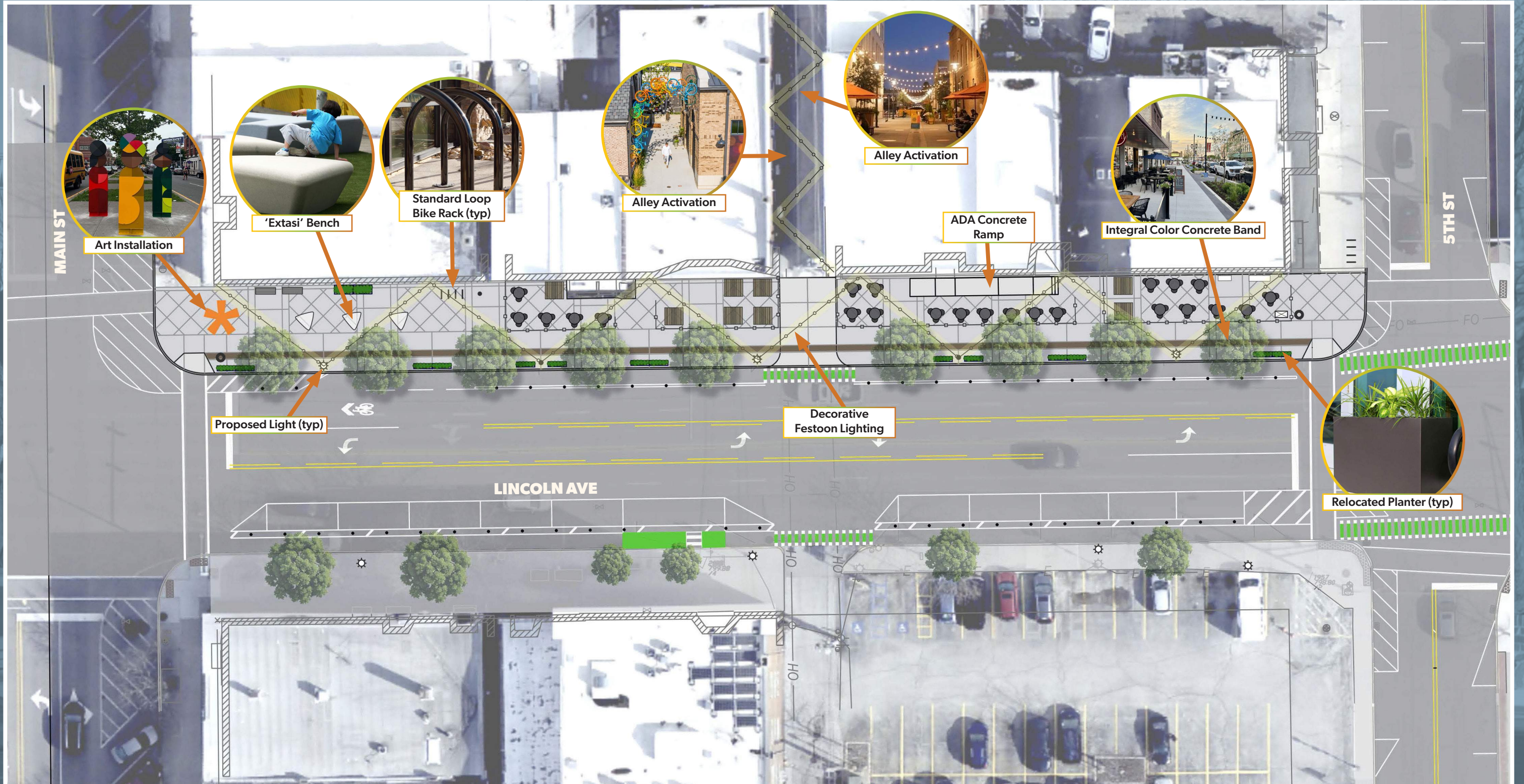
SHORT TERM CONCEPT



SHORT TERM CONCEPT



LONG TERM CONCEPT



FURNISHING OPTIONS

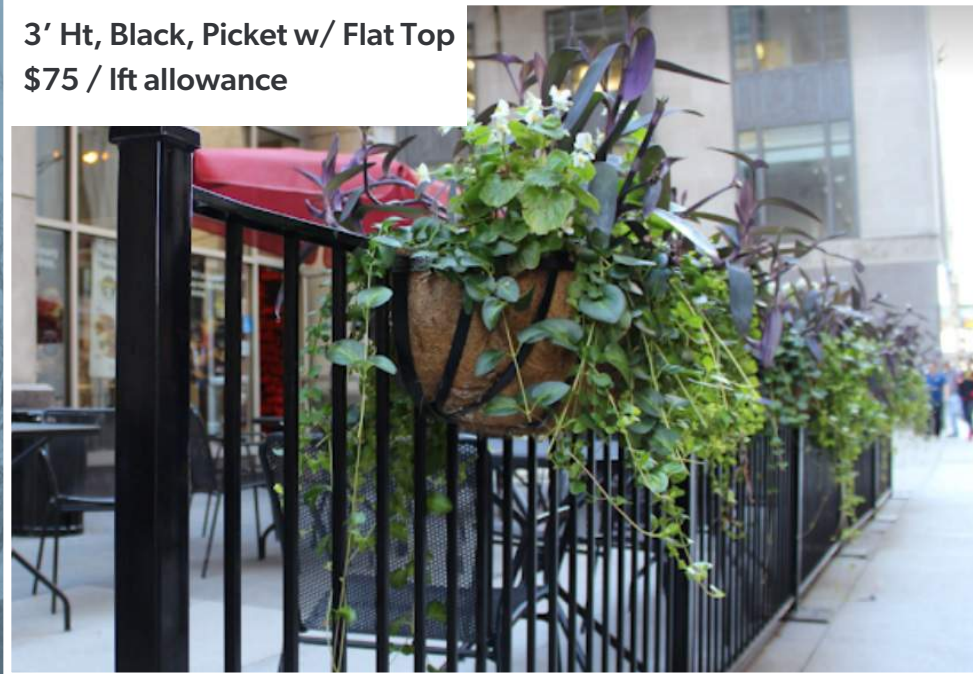
BENCHES:

Extasi Bench - Landscape Forms
\$1,900 ea, \$2420 shipping ea
15-17 Week Lead Time



FENCING & BIKE RACKS:

3' Ht, Black, Picket w/ Flat Top
\$75 / lft allowance



PLANTERS & SEATING:

36"x16"x42" OR 48"x16"x32" Fiberglass Planter - Pots
Planters and More
\$1,400 ea, including shipping
2 Week Lead Time



RBF-28 Bench (4 ft) - Victor Stanley
\$1674 ea, \$400 shipping ea
5-7 Week Lead Time



"U" Bike Rack - Belson Outdoors
\$225 ea, including shipping
1-2 Week Lead Time

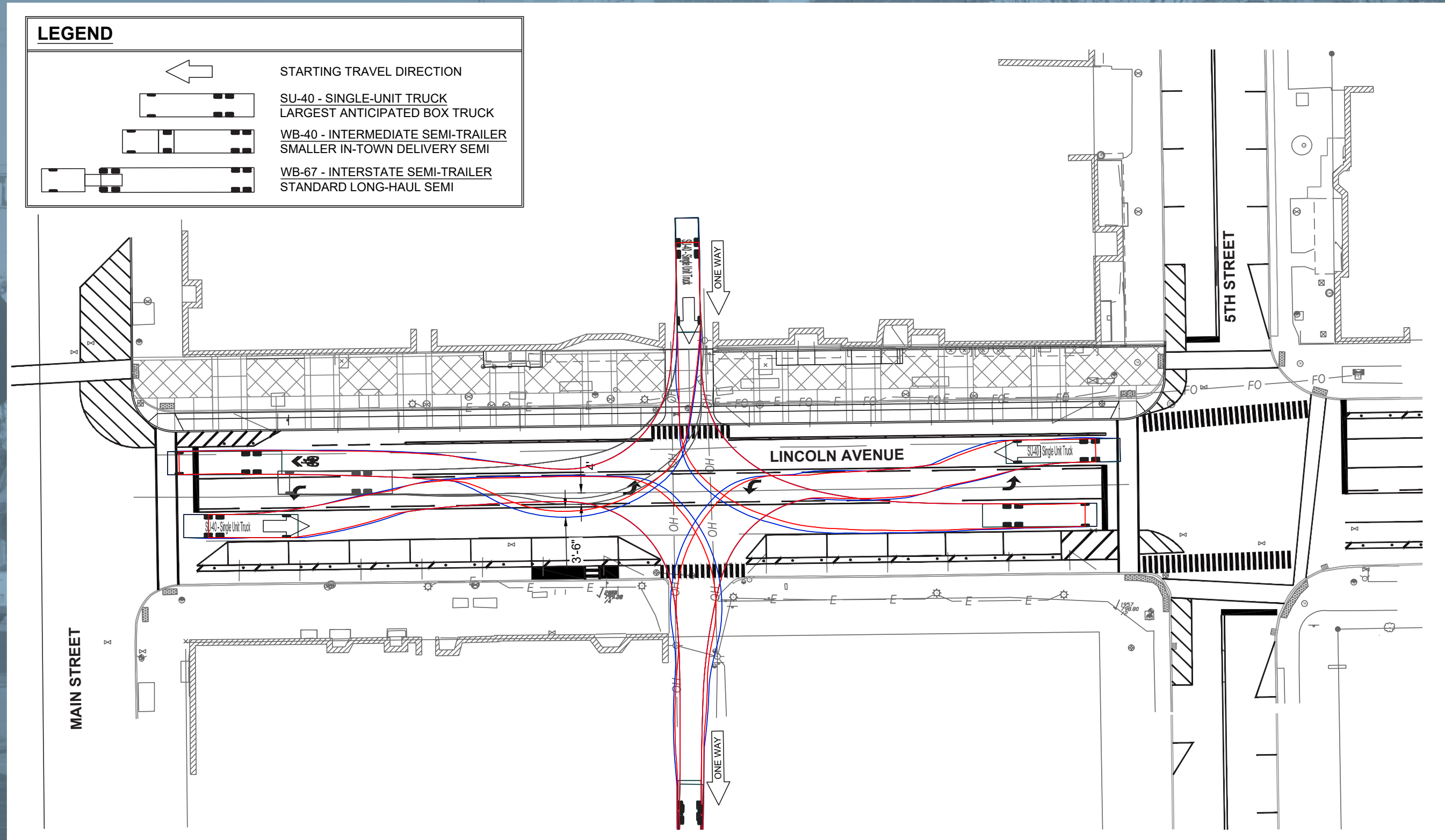


Cafe Table & Chairs - Thomas
Steele
Model: CFT-36-PM-DSK
36" perforated metal, black,
disc base
\$1,289 ea + shipping

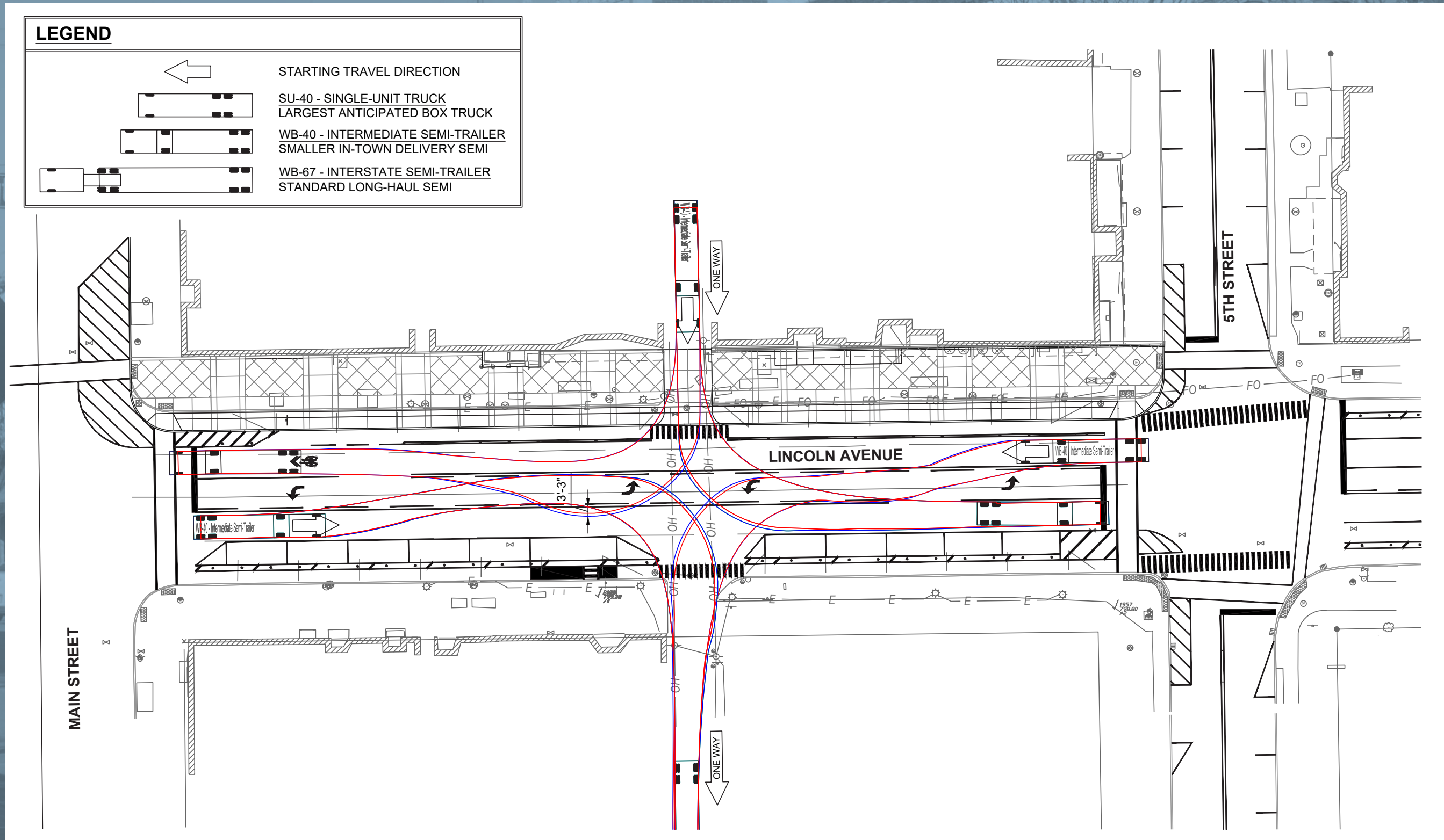
Cafe Chairs w/ Armrests
\$400 ea + shipping
10 Week Lead Time



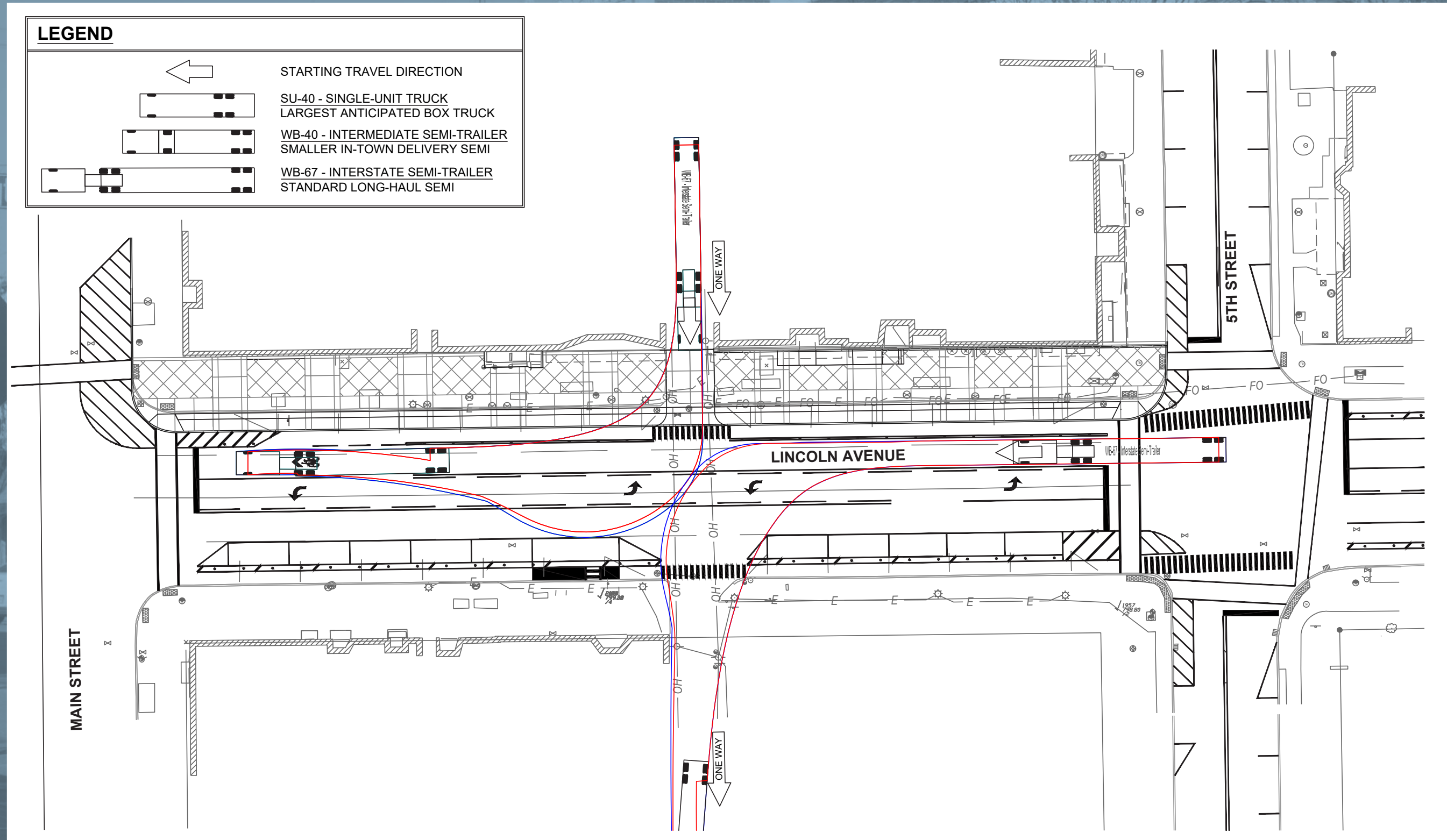
SU40 TURNING ANALYSIS



WB40 TURNING ANALYSIS

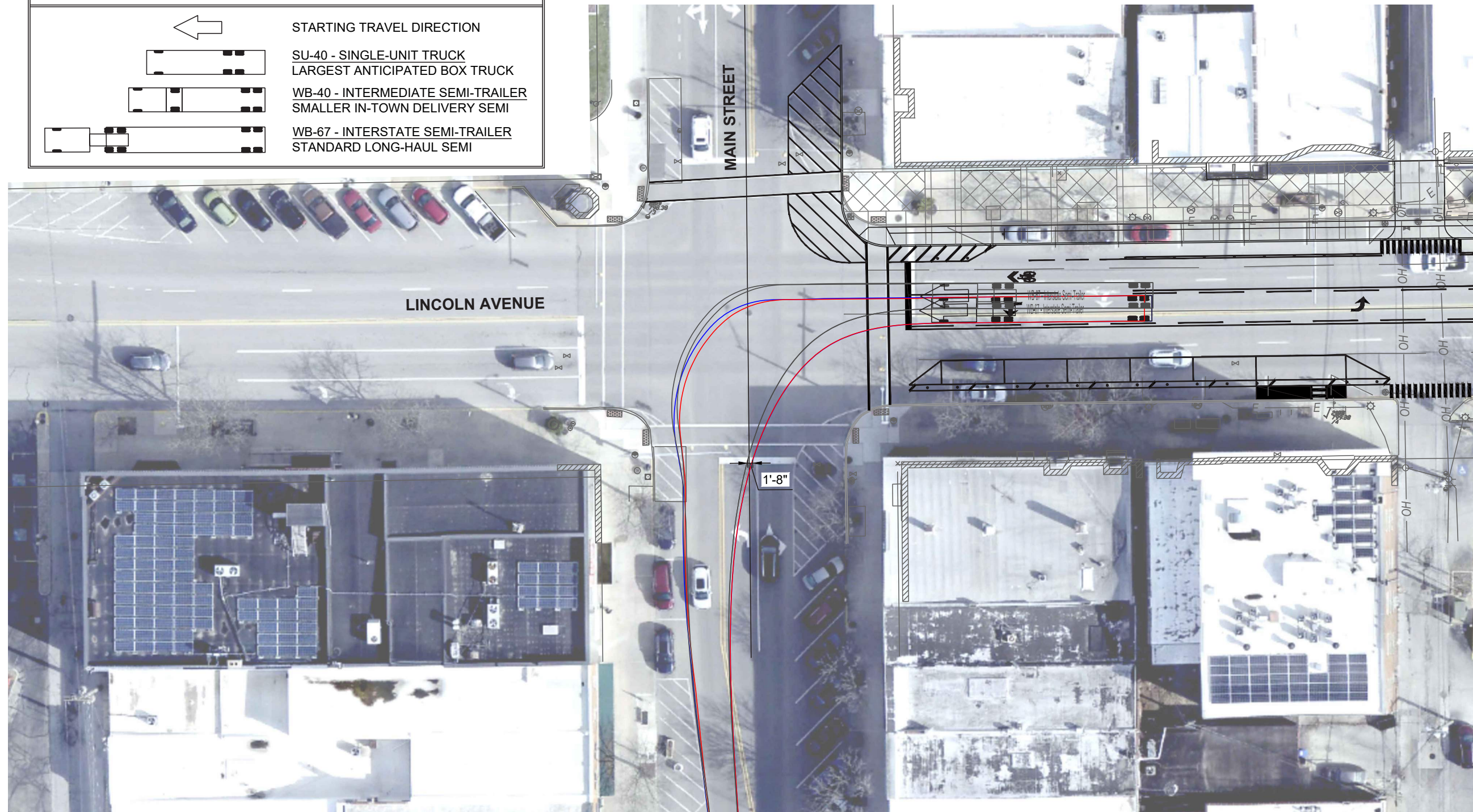
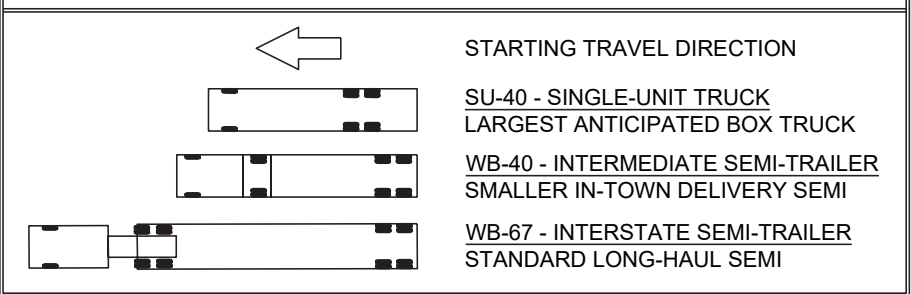


WB67 TURNING ANALYSIS



WB67 TURNING ANALYSIS - AERIAL

LEGEND





**Department of Community Development
CITY OF GOSHEN**

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Memorandum

TO: Redevelopment Commission
FROM: Becky Hutsell, Redevelopment Director
RE: **Authorization to Negotiate Land Acquisition – 403 Oak Lane (Tim & Tiffany Miller)**
DATE: June 9, 2026

Background

For several years, City staff have evaluated options for establishing a safe and functional connection between the planned multi-use trail along the north side of East College Avenue and the existing trail network at Fidler Pond. As outlined in prior engineering concepts, including the alignment depicted in the attached document, the preferred connection follows the Oak Lane corridor and transitions westward toward Fidler Pond via a dedicated path connection.

Discussions were previously underway with the former property owners at 403 Oak Lane regarding potential right-of-way and/or easement acquisition necessary to facilitate this connection. While those discussions were not finalized, they provided a foundational understanding of the land requirements needed to complete the connector.

Recent Developments

The property at 403 Oak Lane has recently changed ownership to Tim and Tiffany Miller. Staff have met with the Millers, who have indicated their intent to subdivide the existing parcels into a three-lot residential subdivision.

In advance of that subdivision process, staff have initiated conversations with the Millers regarding the potential acquisition of a portion of land along the perimeter of the property. This area aligns with the previously identified corridor needed to connect the Oak Lane right-of-way—anticipated to include shared lane markings (sharrows)—to the Fidler Pond trail system.

Project Need and Justification

The proposed acquisition would:

- Advance long-standing City planning efforts to connect key trail segments identified in prior engineering and planning work.
- Improve multimodal connectivity and safety by providing a defined route between East College Avenue and Fidler Pond, reducing reliance on informal or incomplete connections.
- Leverage a timely opportunity to coordinate land acquisition in conjunction with a pending subdivision, avoiding future complications or increased costs.
- Support broader community goals related to recreation, active transportation, and neighborhood connectivity.

The concept plan illustrates the need for a combination of path corridor, easement, and/or additional right-of-way in order to construct a multi-use path connection between Oak Lane and Fidler Pond.

Requested Motion: Provide authorization engage in negotiations with Tim and Tiffany Miller for the acquisition of property interests (fee simple and/or easement) necessary to establish the trail connection and coordinate with legal and engineering teams to define the precise land needs and appropriate acquisition structure in advance of the proposed subdivision.

Next Steps

Upon authorization, staff will:

- Refine the required acquisition area based on survey and engineering review;
- Continue discussions with the property owners to reach preliminary terms; and
- Return to the Commission with a proposed agreement for consideration and approval.

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 **May 13, 2026, through June 5, 2026**, and finds that entries are allowed in the total amount of **\$477,085.37**.

APPROVED on June 9, 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: 0213927 - R&M EDMONDS HEATING & AIR, LLC										Vendor Total: 5,490.84
1-051226	Invoice	5/28/2026	5/12/2026	5/12/2026	5/12/2026	5,490.84	0.00	0.00	0.00	5,490.84
309 E KERCHER CENTRAL AIR	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER CENTRAL AIR Distributions	N/A		0.00	0.00	5,490.84	0.00	0.00	0.00	5,490.84	
Account Number	Account Name	Project Account Key	Amount	Percent						
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ		5,490.84	100.00%						

Vendor: 0205805 - ROBERTS ENVIROMENTAL SERVICES, LLC										Vendor Total: 8,932.38
2989	Invoice	5/28/2026	5/20/2026	6/19/2026	5/20/2026	8,932.38	0.00	0.00	0.00	8,932.38
THE ROW ON MILLRACE GROUND WATER S...	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
THE ROW ON MILLRACE GROUND WAT... Distributions	N/A		0.00	0.00	8,932.38	0.00	0.00	0.00	8,932.38	
Account Number	Account Name	Project Account Key	Amount	Percent						
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT		8,932.38	100.00%						

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	2	14,423.22	0.00	0.00	0.00	14,423.22	0.00	14,423.22
Grand Total:		14,423.22	0.00	0.00	0.00	14,423.22	0.00	14,423.22



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0209316 - U.S. BANK NATIONAL ASSOCIATION										Vendor Total: 104.20
5864 5/27/26	Invoice	6/18/2026	5/27/2026	6/26/2026	5/27/2026	104.20	0.00	0.00	0.00	104.20
RECORDING FEES	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
RECORDING FEES Distributions	N/A		0.00	0.00	104.20	0.00	0.00	0.00	104.20	
Account Number	Account Name	Project Account Key	Amount	Percent						
4446-5-00-4390930	CONS RR/US33/OTHER SVCS & CHGS		104.20	100.00%						

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	104.20	0.00	0.00	0.00	104.20	0.00	104.20
	Grand Total:	104.20	0.00	0.00	0.00	104.20	0.00	104.20

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4446-5-00-4390930	CONS RR/US33/OTHER SVCS & CHGS	104.20
	Total:	104.20



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

Vendor: [0205859 - ABONMARCHÉ CONSULTANTS, INCORPORATED](#)

Vendor Total: 33,500.00

163938	Invoice	6/11/2026	5/12/2026	6/11/2026	5/12/2026	3,000.00	0.00	0.00	0.00	3,000.00
CHERRY CREEK SIDEWALK		AP1ST - AP1ST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CHERRY CREEK SIDEWALK Distributions	N/A	0.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS		3,000.00	100.00%

164189	Invoice	6/11/2026	5/27/2026	6/26/2026	5/27/2026	20,000.00	0.00	0.00	0.00	20,000.00
ENC CHERRY CREEK INSPECTION		AP1ST - AP1ST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ENC CHERRY CREEK INSPECTION Distributions	N/A	0.00	0.00	20,000.00	0.00	0.00	0.00	20,000.00

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ		20,000.00	100.00%

164190	Invoice	6/11/2026	5/27/2026	6/26/2026	5/27/2026	10,500.00	0.00	0.00	0.00	10,500.00
CHERRY CREEK UTILITY COORDINATION		AP1ST - AP1ST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CHERRY CREEK UTILITY COORDINATION Distributions	N/A	0.00	0.00	10,500.00	0.00	0.00	0.00	10,500.00

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS		10,500.00	100.00%

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

Vendor Total: 43.94

1V1J-F1GL-T79L	Invoice	6/11/2026	5/26/2026	6/25/2026	5/26/2026	43.94	0.00	0.00	0.00	43.94
PFFOCE SUPPLIES		AP1ST - AP1ST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PFFOCE SUPPLIES Distributions	N/A	0.00	0.00	43.94	0.00	0.00	0.00	43.94

Account Number	Account Name	Project Account Key	Amount	Percent
2226-5-00-4290001	REDV OP/OTHER SUPPLIES		43.94	100.00%

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

Vendor Total: 45,790.50

204985	Invoice	6/11/2026	5/15/2026	6/14/2026	5/15/2026	10,680.00	0.00	0.00	0.00	10,680.00
US 33 SANITARY SEWER PROJECT		AP1ST - AP1ST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
US 33 SANITARY SEWER PROJECT Distributions	N/A	0.00	0.00	10,680.00	0.00	0.00	0.00	10,680.00

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS		10,680.00	100.00%

204986	Invoice	6/11/2026	5/15/2026	6/14/2026	5/15/2026	31,998.00	0.00	0.00	0.00	31,998.00
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								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
US 33 UTILITY RELOCATION DESIGN	N/A	0.00	0.00	31,998.00	0.00	0.00	0.00	31,998.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				31,998.00	100.00%				
205641	Invoice	6/11/2026	5/26/2026	6/25/2026	5/26/2026	575.00	0.00	0.00	0.00	575.00
QUIET ZONE MARION BRANCH	AP1ST - AP1ST	No								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
QUIET ZONE MARION BRANCH	N/A	0.00	0.00	575.00	0.00	0.00	0.00	575.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				575.00	100.00%				
205645	Invoice	6/11/2026	5/26/2026	6/25/2026	5/26/2026	2,537.50	0.00	0.00	0.00	2,537.50
QUIET ZONE MADISON STREET CROSSING	AP1ST - AP1ST	No								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
QUIET ZONE MADISON STREET CROSSI...	N/A	0.00	0.00	2,537.50	0.00	0.00	0.00	2,537.50		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				2,537.50	100.00%				

Vendor: [0200625 - BILLS HEATING INC](#) Vendor Total: 452.00

26-7234	Invoice	6/11/2026	5/29/2026	6/28/2026	5/29/2026	452.00	0.00	0.00	0.00	452.00
309 E KERCHER SEWER REPAIR	AP1ST - AP1ST	No								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
309 E KERCHER SEWER REPAIR	N/A	0.00	0.00	452.00	0.00	0.00	0.00	452.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				452.00	100.00%				

Vendor: [0209852 - COLIN MICHAEL AVILA](#) Vendor Total: 676.00

44951	Invoice	6/11/2026	5/31/2026	6/30/2026	5/31/2026	676.00	0.00	0.00	0.00	676.00
MAY MOWING	AP1ST - AP1ST	No								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
MAY MOWING	N/A	0.00	0.00	676.00	0.00	0.00	0.00	676.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
2226-5-00-4310502	REDV OP/CONTRACT SVCS				676.00	100.00%				

Vendor: [0205463 - CULVER DEVELOPMENT CORPORATION](#) Vendor Total: 187.00

5/28/26	Invoice	6/11/2026	5/28/2026	6/27/2026	5/28/2026	187.00	0.00	0.00	0.00	187.00
309 E KERCHER	AP1ST - AP1ST	No								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
309 E KERCHER	N/A	0.00	0.00	187.00	0.00	0.00	0.00	187.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS				187.00	100.00%				

Vendor: [0213876 - DONOHUE ASSOCIATES, INC.](#) Vendor Total: 3,755.00

14715-03	Invoice	6/11/2026	3/20/2026	3/20/2026	3/20/2026	2,990.00	0.00	0.00	0.00	2,990.00
WATER SYSTEM UPDATE PHASE 1 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				
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WATER SYSTEM UPDATE PHASE 1 DESI...	N/A	0.00	0.00	2,990.00	0.00	0.00	0.00	2,990.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				2,990.00	100.00%				
14715-04	Invoice	6/11/2026	4/24/2026	4/24/2026	4/24/2026	765.00	0.00	0.00	0.00	765.00
WATER SYSTEM UPDATE PHASE 1 DESIGN	AP1ST - AP1ST					No				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WATER SYSTEM UPDATE PHASE 1 DESI...	N/A	0.00	0.00	765.00	0.00	0.00	0.00	765.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				765.00	100.00%				

Vendor: [0212772 - EGIS BLN USA INC.](#) **Vendor Total: 17,384.36**

84808-30	Invoice	6/11/2026	5/8/2026	6/7/2026	5/8/2026	17,384.36	0.00	0.00	0.00	17,384.36
BLACKPORT DRIVE RECONSTRUCTION	AP1ST - AP1ST					No				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
BLACKPORT DRIVE RECONSTRUCTION	N/A	0.00	0.00	17,384.36	0.00	0.00	0.00	17,384.36		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS				17,384.36	100.00%				

Vendor: [0200463 - JONES PETRIE RAFINSKI CORP.](#) **Vendor Total: 24,125.55**

0052971	Invoice	6/11/2026	5/30/2026	6/29/2026	5/30/2026	15,315.00	0.00	0.00	0.00	15,315.00
RESTAURANT ROW	AP1ST - AP1ST					No				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
RESTAURANT ROW	N/A	0.00	0.00	15,315.00	0.00	0.00	0.00	15,315.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS				15,315.00	100.00%				
0053004	Invoice	6/11/2026	5/30/2026	6/29/2026	5/30/2026	8,810.55	0.00	0.00	0.00	8,810.55
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	8,810.55	0.00	0.00	0.00	8,810.55		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				8,810.55	100.00%				

Vendor: [0200653 - NIBLOCK EXCAVATING, INC.](#) **Vendor Total: 321,255.60**

14299	Invoice	6/11/2026	5/26/2026	6/25/2026	5/26/2026	321,255.60	0.00	0.00	0.00	321,255.60
ENC STEURY LINCOLN RECONSTRUCTION	AP1ST - AP1ST					No				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
ENC STEURY LINCOLN RECONSTRUCTION	N/A	0.00	0.00	321,255.60	0.00	0.00	0.00	321,255.60		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4502-5-00-4440000	ARP/CAPITAL OUTLAYS				321,255.60	100.00%				

Vendor: [0207700 - TRACEE NORTON](#) **Vendor Total: 100.00**

6/4/26	Invoice	6/11/2026	6/4/2026	7/4/2026	6/4/2026	100.00	0.00	0.00	0.00	100.00
FITN ESS ALLOWANCE	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	
FITN ESS ALLOWANCE Distributions	N/A		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number	Account Name		Project Account Key		Amount	Percent				
2226-5-00-4130701	REDV OP/CLOTHING/BOOT/FITNESS				100.00	100.00%				

Vendor: [0213467 - WALKER CONSULTANTS, INC.](#) Vendor Total: 3,750.00

130042721001	Invoice	6/11/2026	4/30/2026	4/30/2026	4/30/2026	3,750.00	0.00	0.00	0.00	3,750.00
DOWNTOWN PARKING STUDY		AP1ST - AP1ST		No						

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DOWNTOWN PARKING STUDY Distributions	N/A		0.00	0.00	3,750.00	0.00	0.00	0.00	3,750.00	
Account Number	Account Name		Project Account Key		Amount	Percent				
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS				3,750.00	100.00%				

Vendor: [0200953 - YAW CONSTRUCTION INC.](#) Vendor Total: 11,538.00

2026-05	Invoice	6/11/2026	5/12/2026	6/11/2026	5/12/2026	11,538.00	0.00	0.00	0.00	11,538.00
DOWNTOWN VAULTS		AP1ST - AP1ST		No						

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DOWNTOWN VAULTS Distributions	N/A		0.00	0.00	11,538.00	0.00	0.00	0.00	11,538.00	
Account Number	Account Name		Project Account Key		Amount	Percent				
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT				11,538.00	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	20	462,557.95	0.00	0.00	0.00	462,557.95	0.00	462,557.95
	Grand Total:	462,557.95	0.00	0.00	0.00	462,557.95	0.00	462,557.95

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
2226-5-00-4130701	REDV OP/CLOTHING/BOOT/FITNESS	100.00
2226-5-00-4290001	REDV OP/OTHER SUPPLIES	43.94
2226-5-00-4310502	REDV OP/CONTRACT SVCS	676.00
Total:		819.94

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS	69,318.55
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS	2,724.50
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ	20,452.00
Total:		92,495.05

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS	36,449.36
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT	11,538.00
Total:		47,987.36

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4502-5-00-4440000	ARP/CAPITAL OUTLAYS	321,255.60
Total:		321,255.60



June 2026 Redevelopment Staff Report

1. RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

- *Installation of signs and delineators at railroad crossings.*
- *Traffic counts are to be done at each railroad crossing. (Completed)*
- *Madison Street will have flashers and gates installed, which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project. INDOT is improving the crossing as part of the Crossing Safety Improvement funds. The RDC has already paid in for their portion of the work.*
 - *Update: Norfolk Southern does not want to install gates at this crossing. The city has made a special request for quad-gates, and Norfolk Southern is requesting additional information. Goshen Engineering proposed we retain the services of American StructurePoint and we have entered into an agreement with them to assist in pushing our request.*
- *Submit the Public Authority Application (PAA) to the Federal Railroad Administration (FRA) for review, which typically takes up to 2 months.*
- *Railroad Quiet Zone is anticipated to be “in-service”.*

An agreement is in place with American Structurepoint to serve as the City’s agent. A site meeting was completed on November 2, 2023, with Federal Railroad, Norfolk Southern, American Structurepoint and City staff to assess each crossing within this corridor and the improvements as they relate to the quiet zone scoring. The notice of intent was distributed, and the comment period ended late in 2024. The application includes an interlocal agreement with Elkhart County and a delegation letter needed for the CR 42 railroad crossing.

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

2. STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

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

Niblock completed all work west of Steury Avenue along Lincoln during 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

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.

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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.

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

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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

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

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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

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

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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. JPR has been selected to provide Construction Inspection Services for Century Drive Reconstruction as well as Maple City Industrial Park Reconstruction projects. **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.

15. 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.

16. 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.

17. 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.

18. MAPLE CITY INDUSTRIAL PARK RECONSTRUCTION

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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.

19. 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%	