



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF January 14, 2025**

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

The Goshen Redevelopment Commission will meet on January 14, 2025 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. OATH OF OFFICE

3. CHANGES TO THE AGENDA

4. APPROVAL OF MINUTES

5. OLD BUSINESS

- a. Request to Approve Execution of an Agreement Amendment with Abonmarche Consultants, Inc. for the Construction Inspection for the Elkhart County Court Consolidation Public Infrastructure Improvement Project

6. NEW BUSINESS

- b. **Resolution 01-2025** – A Resolution of the Goshen Redevelopment Commission Authorizing the Purchase of Real Estate
- c. **Resolution 02-2025** – A Resolution of the Goshen Redevelopment Commission Authorizing the Purchase of Real Estate
- d. **Request** to Approve Change Order No. 7 for the 10th Street and Douglas Street Reconstruction Project
- e. **Request** to Approve Optional Redemption Request for Economic Development Revenue Bonds, Series 2022 (East College Avenue)

7. APPROVAL OF REGISTER OF CLAIMS

8. MONTHLY REDEVELOPMENT STAFF REPORT

9. 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.

10. ANNOUNCEMENTS

Next Regular Meeting – February 11, 2025 at 3:00 p.m.

11. EXECUTIVE SESSION

Pursuant to the provisions of the Open Door Law and Indiana Code § 5-14-1.5-6.1(b)(2)(D), the Goshen Redevelopment Commission will meet in executive session at the conclusion of the regular meeting for discussion of strategy with respect to the purchase or lease of real property.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of December 10, 2024

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

CALL TO ORDER/ROLL CALL

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

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

Absent: Colin Yoder

Commissioner Yoder entered the meeting at 3:02 p.m.

CHANGES TO THE AGENDA

A request was made to remove the Request to Approve an Agreement for the Sale, Purchase and Development of Real Estate for the Row on the Millrace from agenda.

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve the minutes of the November 12, 2024 regular meeting.

The motion was adopted unanimously.

REQUEST –

Request to Authorize the Redevelopment Director to sign Change Order No. 4 for the Consolidated Courts Roadway Improvements

:11) Dustin Sailor, Director of Public Works and Utilities, due to an existing high-pressure gas main on the northeast corner of the intersection of US 33 and Reliance Road. The contractor had to vacuum excavate to enable the installation of the foundations for the traffic signal poles. This change order adds \$6,863.56 for a revised contract amount of \$4,256,342.56.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to Approve Change Order No. 4 for the Consolidated Courts Roadway Improvements.

The motion was adopted unanimously.

REQUEST–

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

1:40 Becky Hutsell, Redevelopment Director, requesting permission to execute an amendment to our agreement with Abonmarche Consultants for construction inspection services for the new courthouse public infrastructure improvements. At the time of the original agreement was executed, it was anticipated that all work would be completed before the end of 2024. Due to significant issues with utility relocations, only a portion of the work was able to be completed this year with anticipated

completion by July 1, 2025. We requested pricing from Abonmarche to provide additional inspection services and a proposal is attached in the amount of \$152,000.

Discussion between staff and Commission members regarding the amount of the contract amendment and the rates used.

Commissioner Brett Weddell stated he did not support this because he feels they are exceeding what is reasonable and encourages the board not to approve it.

A motion was made by Commissioner Weddell to deny this request but there was no second.

A request was made to have clarification on how Abonmarche arrived at the number they did and Ms. Hutsell responded that she would get a break down for the next meeting.

A motion was made by Commissioner Yoder and seconded by Commissioner Hessler to table the request until further information can be received.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Garber, Graber, Hessler, Yoder

Nays: Weddell

The motion was adopted by a vote of 4 in favor and 1 against.

REQUEST –

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

(18:06) Becky Hutsell, Redevelopment Director, the city has entered into an agreement with Kil Architecture to design updates for the Annex Building to allow for renovation of the 2nd floor for additional office space for staff. Kil has 100% design and development plans completed and an RFP was issued to procure a Construction Manager as Constructor (CMc). This is similar to the BOT model. In response to the RFP for CMc, five proposals were received. After review of the proposals, interviews were held with all five firms and the selection committee is recommending moving forward with an agreement with DJ Construction.

A motion was made by Commissioner Graber and seconded by Commissioner Weddell to Approve Scoping Agreement with DJ Construction for Construction Manager as Constructor (CMc) Services for the Annex Renovation Project

The motion was adopted unanimously.

DISCUSSION

908 N. 6th Street

Becky Hutsell, Redevelopment Director, provided a map to Commission members of the vacant lot at 908 N 6th Street. The city acquired the land after the demolition of the church and has since maintained the lot. Have been approached over the years regarding housing or other projects at that location.

Theresa Sailor, Environmental Resilience, stated the department was looking at areas to plant trees as part of the Forestry Grant. Was unaware that there was another conversation happening at the same time for the same location.

Mark Brinson, Deputy Mayor, stated that Walnut Hill is looking for space for a dedicated open space for the neighborhood. A preliminary concept maintaining it as open space, a community garden and trees. The church is the neighborhood representative.

Becky Hutsell, Redevelopment Director stated that the Commission would need to transfer the land to the Park Department unless they want it for development.

Dustin Sailor, Director of Public Works and Utilities, gave background on the location regarding the improvements that have been made to maintain the stormwater. He does not feel it is a developable lot without substantial monies spent.

Discussion regarding the stormwater, type of development, costs and other parks and community gardens in the area.

After discussion, it was decided that the Commission preferred to see an overlay of a single family non-subdivided lot.

2025 Meeting Date

Discussion regarding the meeting dates in April and November. The second Tuesday in April is spring break and second Tuesday in November is Veterans Day, in which City offices will be closed.

After discussion it was decided to leave the April meeting as is and change the meeting in November to the 4th @ 3:00, pending availability of the council chambers.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Hessler to approve payment of the Register of Claims totaling \$1,329,088.54.

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Redevelopment Director Becky Hutsell gave several updates regarding the Staff Report.

OPEN FORUM

Dustin Sailor, Director of Public Works and Utilities, gave an update on the progress at the new wellfield.

Commissioner Brett Weddell asked about that status of the D & T building. He stated that he has been hearing things and it would be nice to know what other city members are planning. Ms. Hutsell responded that there are a lot of options being evaluated about relocation of some city offices. A structural analysis is being done on the chamber building and that will determine what is next. Hopefully will have an update in January.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for January 14, 2025 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 4:04 p.m.

APPROVED on January 14, 2025.

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Jonathan Graber, Secretary



Department of Community Development
CITY OF GOSHEN

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Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

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

DATE: January 14, 2025

As requested at the December RDC meeting, a man-hour justification is being provided by Abonmarche to supplement the construction inspection agreement amendment request for the Elkhart County Courts Consolidation Project Infrastructure Improvements. In addition, Rob Nichols from Abonmarche is planning to attend the meeting to answer any additional questions that Commission members may have.

A copy of the man-hour justification along with the initial memo and proposal are attached for the Commission's review.

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

Elkhart County Courts Consolidation - Public Infrastructure Project

April 1 -November 30, 2024

| Person | Rate | Projected Monthly Hours | Projected TOTAL | Actual Monthly Hours (Averages) | Actual TOTAL |
|-------------------------|-----------|-------------------------|-----------------|---------------------------------|--------------|
| RAN | \$ 225.00 | 5 | \$ 1,125.00 | 10 | \$ 2,250.00 |
| JDM | \$ 170.00 | 5 | \$ 850.00 | 25 | \$ 4,250.00 |
| INSPECTOR 1 | \$ 100.00 | 80 | \$ 8,000.00 | 110 | \$ 8,800.00 |
| Admin/OH/website | | | \$ 1,900.00 | | \$ 1,900.00 |
| License - Appia/Website | | | \$ 475.00 | | \$ 300.00 |
| | | | | | |
| TOTALS | | | \$ 12,350.00 | | \$ 17,500.00 |

TOTAL (8 Months)

\$ 98,800.00

Actual

\$ 140,000.00

December 1, 2025 - February 28, 2025

| Person | Rate | Projected Monthly Hours | Projected TOTAL |
|-------------------------|-----------|-------------------------|-----------------|
| RAN | \$ 225.00 | 6 | \$ 1,350.00 |
| JDM | \$ 170.00 | 10 | \$ 1,700.00 |
| INSPECTOR 1 | \$ 100.00 | 20 | \$ 2,000.00 |
| Admin/OH/website | | | \$ 800.00 |
| License - Appia/Website | | | \$ 475.00 |
| | | | |
| TOTALS | | | \$ 6,325.00 |

TOTAL (3 Months)

\$ 18,975.00

Actual Projected Costs to Date as of 12/31/24

\$ 146,325.00

Actual Billed as of 12/15/24

\$ 96,550.00

March 1, 2025 - June 30, 2025

| Person | Rate | Projected Monthly Hours | Projected TOTAL |
|-------------------------|-----------|-------------------------|-----------------|
| RAN | \$ 225.00 | 10 | \$ 2,250.00 |
| JDM | \$ 170.00 | 20 | \$ 3,400.00 |
| INSPECTOR 1 | \$ 100.00 | 120 | \$ 12,000.00 |
| Admin/OH/website | | | \$ 2,100.00 |
| License - Appia/Website | | | \$ 475.00 |
| | | | |
| TOTALS | | | \$ 20,225.00 |

TOTAL (4 Months)

\$ 80,900.00

Overage to Date

\$ 49,775.00

12% Contingency and \$10k Closeout \$ 21,985.00

Projected Total Contract thru closeout

\$ 250,435.00



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communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

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

DATE: December 10, 2024

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

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

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

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

December 3, 2024

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

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

Dear Mrs. Hutsell:

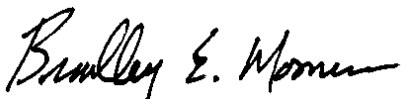
Please find enclosed our proposed amendment to the above agreement to continue providing construction inspection services for 2025 from January through July, which is anticipated to be the timeline for Contractors to complete the public infrastructure contract.

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

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

Sincerely,

ABONMARCHE CONSULTANTS, INC.



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



Robert Nichols
Construction Services Director

FEES

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

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

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

LSUM Fee

| | |
|--|------------|
| Full Time Inspection (120 Hours/month) with Oversight (20 hours/month) | \$ 152,000 |
| Limited inspection January—March—1 daily entry and site visit/week | |

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

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

**Goshen Redevelopment Commission
Resolution 01-2025**

**A Resolution of the Goshen Redevelopment Commission
Regarding 65719 State Road 15**

Whereas, the Goshen Redevelopment Commission (“Commission”) issued a Request for Proposals (“RFP”) for the purchase of Commission owned real estate located at 65719 State Road 15 (the “Real Estate”); and

Whereas, the RFP requested offers based on the average appraised value of the Real Estate, which was \$212,000;

Whereas, no full-price offers were received for the Real Estate during the initial RFP period;

Whereas, the Commission received a proposal during the second thirty (30) day RFP window for the Real Estate, offering the sum of \$60,000;

Whereas, the Commission must determine whether to accept the offer, reject the offer, or pursue negotiation or disposal options for the Real Estate as provided by statute;

Now, Therefore, Be It Resolved by the Goshen Redevelopment Commission as follows:

1. The Redevelopment Commission hereby (selections checked and initialed):

_____ **Accepts** the Proposal of \$60,000 for the Real Estate and authorizes the Redevelopment Director to take all necessary steps to finalize the sale.

_____ **Rejects** the Proposal and directs the Redevelopment Director to:

_____ Dispose of the Real Estate through a public sale or auction; or

_____ Pursue private negotiations, including hiring a realtor, entering into a listing agreement, and authorizing acceptance of offers meeting at least ninety percent (90%) of the average appraised value.

2. If private negotiations are authorized, the Redevelopment Director or designated committee shall oversee the process and report back to the Commission on outcomes.

3. This Resolution shall be in full force and effect upon its adoption.

PASSED and ADOPTED by the Goshen Redevelopment Commission this January 14, 2025.

President

Secretary



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Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Accept/Reject Submitted Proposal for 65719 SR 15

DATE: January 14, 2025

Last fall, an RFP was issued for the purchase of 65719 and 65693 SR 15. We received one full-price offer for 65693, and the sale has since been completed. However, no full-price offers were received for 65719. During the second 30-day window, we received an offer below the listed price. The attached proposal shows the offer price of \$60,000, which is significantly lower than the RFP-listed price of \$212,000. A copy of the proposal received is attached.

The RDC now has the following options:

1. **Accept the \$60,000 offer**
2. **Reject the offer**
3. **Negotiate an acceptable price** with the proposer

If the RDC rejects the offer, the Commission, under statute, may proceed in one of two ways:

- Dispose of the property through a **public sale** (e.g., auction), or
- Conduct a **private negotiation**.

If opting for private negotiation, the RDC might consider authorizing either a committee or myself, as director, to oversee the process. This could include hiring a realtor, entering into a listing agreement, and having the authority to accept offers that meet at least 90% of the RFP-listed price (e.g., \$190,800).

SCOPE of WORK

Phase 1 // \$21,450 Complete before moving into home (Goal is to move into property within 60 days after closing.)

Phase 2 // \$22,700 - 23,450 Complete by end of 2025

Phase 3 // \$37,000 - \$39,500 If I can purchase the home for \$60,000, I'll be able to spend \$5,000 - \$10,000/year from income to complete remaining projects; I estimate 4-8 years to complete all projects.

Phase 4 // \$19,000 - \$28,000 Prepare financially to replace: Roof/Furnace/AC and connect to city sewer & water all within the next 5-10 years.

TOTAL EXPECTED INVESTMENT // \$100,150 - \$112,400

| Project | Projected Cost | Phase | Notes/Who's doing the work? |
|--|----------------|-------|--|
| Demo & Dumpster Rental | \$2,200 | 1 | Removal of all flooring (except bathroom), demo of kitchen walls/bedroom 1 walls, trim & baseboards removal, removal of some kitchen cabinets. Work to be done by self + contractor work for any wall removal. |
| Deep Cleaning | \$400 | 1 | Self + supplies. |
| City Permits | ? | 1 | Requesting city to cover or waive any permit/inspection costs needed for home improvements/repairs. |
| Mud/Laundry Room Construction | \$4,500 | 1 | Framing/Plumbing/electrical/drywall/applying for permits, will hire contractor, Carl Daniels. Finish work will be done by self (drywall, trim, tile flooring, paint). |
| Washer & Dryer | \$1,500 | 1 | Lowes package + delivery/install/warranty |
| Skim coat all interior walls & prime with Killz + Drywall repair/finish work in kitchen & bedroom | \$750 | 1 | Self |

| Project | Projected Cost | Phase | Notes/Who's doing the work? |
|--|----------------|-------|---|
| Installation of pocket doors in bedroom 1 | \$1,000 | 1 | Self + help from contractor, Carl Daniels. |
| New Outlets & Lighting throughout home + Labor | \$1,500 | 1 | Electrician |
| New Windows | \$5,000 | 1 | Hire out labor (11 main house windows, which includes 1 XL window in front living room) |
| New Window Blinds | \$1,100 | 1 | blinds.com , self install |
| Flooring/Carpet/Install Supplies | \$3,500 | 1 | Hire out bedroom carpet install to Goshen Floor Mart, and self install all other flooring (engineered laminate & tile) |
| New back double door to future patio (+ demo of broken greenhouse) | \$1,300 | 2 | Hire out labor - Double glass door addition from bedroom 1 to the patio. Will self demo the small greenhouse. |
| Duct Work Cleaning | \$450-\$1,000 | 2 | Hire out |
| Garage Attic Ladder Repair or Replacement | \$100-\$300 | 2 | The garage attic ladder could not safely hold my weight, and nearly snapped at one joint when I tried to use it. It either needs new brackets, or complete replacement. |
| Trim, Baseboards + supplies and paint | \$2,000 | 2 | Self |
| Interior Paint for entire house | \$1,500 | 2 | Self |
| Kitchen Appliances | \$4,500 | 2 | Lowes package + delivery/install/warranty |
| New Gutters | \$1,100 | 2 | Hire Out |
| Back yard fence | \$7,000 | 2 | Hire out labor if budget allows, self install if not. Will keep this project within this budget, and adjust material choices to accommodate the budget. |
| Riding Lawn Mower | \$1,250 | 2 | Will shop for a used riding lawn mower to manage the large property |
| Landscaping Cleanup | \$1,500 | 2 | Self + Hired labor to trim trees, remove brush, and clean up existing property |
| New Landscaping | \$2,000 | 2 | Self - will spend fair weather months planting/installing new landscaping around the property + additional trees for privacy |

| Project | Projected Cost | Phase | Notes/Who's doing the work? |
|--|------------------------------|----------|---|
| Tuck Pointing repair on exterior brick | \$1,000 | 3 | Hire Out |
| Outbuilding conversion to home studio/office | \$12,000 | 3 | Demo, electrical, insulation, drywall, flooring, trim, lighting, electric furnace/ac. Hire contractor + self for finish work (flooring, trim, paint, etc.) |
| Bathroom Gut/Remodel | \$6,500 | 3 | Hire contractor, Carl Daniels to do entire project + do finish work myself (flooring, trim, paint) |
| Kitchen Remodel | \$10,000 | 3 | New cabinets, countertops, sink, hood vent, hardware, etc. |
| Extend driveway to backyard studio outbuilding (gravel + cement near structure) | \$5,000 | 3 | Hire out |
| Current driveway repair | \$2,500 - \$5,000 | 3 | Hire out |
| Roof replacement on all property structures | \$15,000-\$20,000 | 4 | Without an inspection, best guess is that the roof on the main house has 7-10 years left (based on a quick inspection from a contractor during walk through). |
| Connect to City Sewer & Water | \$4,000-\$8,000 estimate | 4 | Request that the city of Goshen pay for any permits or inspections needed. Can the city quote what this will cost, or estimate when it will need to be done? |
| Sun Room Repair | ? | | Needs inspected |
| Unknown Issues that come from Inspections | ? | | Needs inspected |
| Mold Remediation | ? | | Home needs inspected to see if the mold issue is beyond self repair, and needs professional cleaning. |
| TOTAL ESTIMATE | \$100,150 - \$112,400 | | Final budget does not reflect time/labor costs for any work that I'll be doing myself, or fuel costs to pick up construction materials. |



November 16, 2024

Dear Abigail & Tony,

It is with great pride that Ruoff Mortgage extends to you the pre-approval of your home loan. I have greatly enjoyed working with you from the onset of your application! Thank you for working with me to accumulate the necessary documentation to ensure your loan approval.

Name: Abigail E Lambright & Anthony A Thomas

Secured by the property located at: 301 Colorado Dr Goshen IN

Loan Terms:

Sales Price: \$160,000

Loan Amount: \$128,000

Loan Program: Conv Fix Pur 30 Yr. 20% down. Awaiting a finalized Divorce Decree through the courts.

Specific conditions required prior to closing include:

1. Appraisal acceptable to the lender.
2. Title Commitment acceptable to the lender.
3. Proof of homeowner's insurance policy.
4. Any other conditions specified by lender or lender's designated underwriter.

This credit approval is based upon initial review and verification of information you provided on income, assets, debts and credit. The issuance of this letter does not constitute a commitment to grant a loan as any material changes to the information you provided may adversely affect final loan approval. This credit approval is valid for 60 days from the date indicated above.

We understand that financing your new home is one of the most important decisions you will ever make. We would like to make your experience as delightful as the time you will spend in your new home. Please feel free to call me if you have any questions on the terms and conditions of this approval. Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read 'Kim Arnos', is written in a cursive style.

Kimberly Arnos
Senior Loan Officer
NMLS ID: 236048
Ruoff Mortgage
Office: 260-489-5595
Cell: 260-705-5450
Email: karnos@ruoff.com

PROPOSAL FOR 65719 State Road 15, Goshen, IN

Submitted by Abigail Lambright
1712 Mayfield Drive, Goshen, IN 46526
Cell Phone: (260) 267-8914
Last 4 Digits of Social Security Number: XXX-XX-1884

Supported by Anthony Thomas (father)
1265 Willard Drive
Wabash, IN 46992
Cell Phone: (260) 267-8914

I was not born and raised in Goshen, Indiana, but have called this area my home for over 12 years. I grew up as a minster's kid, moving from place to place all over the country; but as an adult, I found Elkhart County, specifically Goshen, and decided to finally plant roots in a place that supported the arts so passionately.

I am an award winning, full time singer-songwriter/recording artist/performer/composer. I have grown my business to not only support myself, but it also supports 5 other full-time musicians, and countless other part-timers as 1099 contracted employees (most of which call Goshen home.) I've been able to grow a profitable and sustainable business because of the support from my daughters' Goshen family, and the encouragement and engagement from this community.

Most importantly, Goshen has become my home, and where my support system is located. I'm often asked when I'll be moving to Nashville or L.A., and I have no intentions of doing so. I believe I have found the house that will give me a space to comfortably raise my daughter, be able to work from home, and live well into retirement without needing to move. This home is 65719 State Road 15, Goshen.

Over the last few months, I've struggled to find a house that is both affordable, and able to accommodate my needs as a mom and sole proprietor. ***65719 State Road 15, in particular, meets specific needs and goals that I have set for a home:***

1. A 2-3 bedroom home with a yard for my daughter to be able to run and play outside with our dog, as well as, being close to good schools, and our support system.
2. A one-story home that will allow me to live well into my retirement without needing to move to a different home because of stairs.
3. A home with enough space to accommodate a home office/studio, including my grand piano which is used for composing film scores, rehearsing, and recording music. This specific house includes an extra garage on the property that I would convert into a home studio/office. The use of this space would cut down on my studio fees, travel time, expenses, and make my business more profitable.
4. I have been pre-approved for a conventional home loan, and this type of loan requires that the home be livable upon purchase (working furnace, running water, etc.) I've been in search of an affordable home that will also allow me to earn some sweat equity towards my retirement. Finding the balance between "livable" and

“room to earn equity” has been a challenge, but this specific home meets that criteria.

In previous homes that I have owned (photo examples included), my sweat equity has helped me raise those property values immensely, as well as the surrounding home values (documentation of this available upon request). I’m an avid interior design enthusiast, and I’m also very handy. My skillsets revolve around finish work (trim carpentry, painting, installing flooring, blinds, drywall, tile work, landscaping, etc.) These are the skillsets that I’ll contribute towards turning this home into an updated single family home (which will save me money on labor), and I will hire trades to do the other work (plumbing, electrical, any heavy duty demolition or construction, fence installation, roofing work, etc.)

My offer of \$60,000 with a 30 year conventional home loan, and a 20% down payment will be contingent upon:

- A. The finalization of a divorce; expected sooner than 60 days.**
- B. A general inspection of the home (focus on mold and foundation issues)**
- C. Septic Inspection**
- D. Well Inspection**

I have included a tiered scope of work and timeline of the projects that need to be completed on this home. My purchase offer reflects the extensive work that needs to be done quickly, as well as, the expected, long term high dollar repairs and city requested additions that will need to be completed in the next 5-10 years (highlighted in tier 4).

I will be financing my down payment, and tiers 1 and 2 of the remodel with my divorce settlement (details upon request as this information was used to obtain my pre-approval letter from Ruoff Home Mortgage). A \$60,000 purchase price will allow me to allocate \$5,000-\$10,000 of my yearly income towards financing tiers 3 and 4 until those projects are complete. My father, Anthony Thomas, is a co-signer on my intended home loan, and has also agreed to be a cash buyer of the property should my pending divorce make you feel uneasy.

In conclusion, the home located at 65719 State Road 15 is an exciting project that I am confident will improve property values in the area, create a welcoming view as people enter the city, as well as, be a perfect place to raise my daughter as I balance sole proprietorship with motherhood. I would be grateful for the opportunity to own and improve this home, and be an example for my daughter of what she is capable of.

I feel I’ve put together a strong offer that respects the city, as well as, gives me financial space to repair and improve the property from being a worn down rental, to a beautiful single family home that will remain in my family for years to come

Thank you for the consideration,



Abigail Lambright
Signed: 12/11/2024

DOCUMENTATION INCLUDED

- a) Scope of work breakdown and timeline.
- b) A conventional home loan pre-approval letter for myself, and my father who is a co-signer. This was used for placing an offer on a house in November of 2024, but I was outbid. Upon an accepted offer on 65719 State Road 15, I can get a new letter specific to this house if needed, or just move straight to inspections and moving towards closing within 60 days or sooner.
- c) Letter from my father stating that if the city does not want to wait for my divorce settlement to be finalized in the next 60 days, he is willing to pay \$60,000 cash for the property, and then I will buy the home from him.
- d) 2 financial statements from my father, Anthony A. Thomas, proving his ability to pay cash for the property, if needed for this offer to be acceptable to the city. (Edward Jones Account and Hoosier Heartland State Bank)
- e) Current floor plan of property, and edited floor plan reflecting layout changes to be made. (*Floor plans are general mockups from quick measurements I took from viewing the home in person.*)
- f) An above view mockup of plans for the exterior of the property to extend the driveway, add a fence, trees and a back patio.
- g) Visual mock-up of landscaping changes to be made to the front lawn for curb appeal and privacy. Anything close to the road will not be completed until the city completes any planned construction to State Road 15/annexation. I also plan to contribute to the cities tree initiative by only trimming/removing trees from the property that may potentially cause damage to the home. I also commit to planting a new tree for any tree that needs to be removed. I will also be planting dozens of trees around the property for natural privacy & sound control from Highway 15. I plan to also clean up/redo the landscaping surrounding the house that matches the same aesthetic as the mock up.
- h) Visual mockup of interior design direction for home.
- i) Proof of Skillset: Before and after photos of previous properties I have improved/remodeled.
- j) Photos of current damage, mold, etc. of home.

December 11, 2024

To Whom It May Concern,

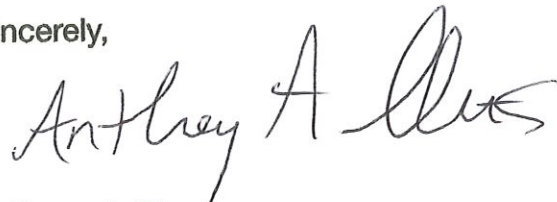
I am the father of Abigail Lambright. She is submitting an offer that is contingent upon the finalization of her divorce.

If this contingency causes any hesitancy to accept her offer, I am willing to pay \$60,000 cash to purchase 65719 State Road 15, Goshen, IN. This will bridge the gap should you need a quicker closing date.

If my cash purchase option is chosen by the city, my daughter will then purchase the home from me once her divorce settlement is finalized.

Two financial statements for proof of funds are included.

Sincerely,

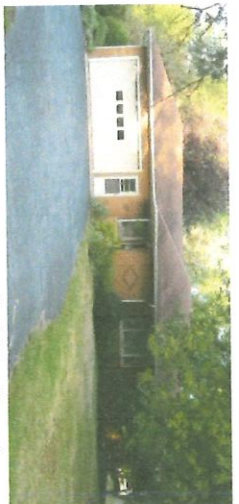
A handwritten signature in black ink that reads "Anthony A. Thomas". The signature is written in a cursive style with a large, stylized initial "A".

Anthony A. Thomas

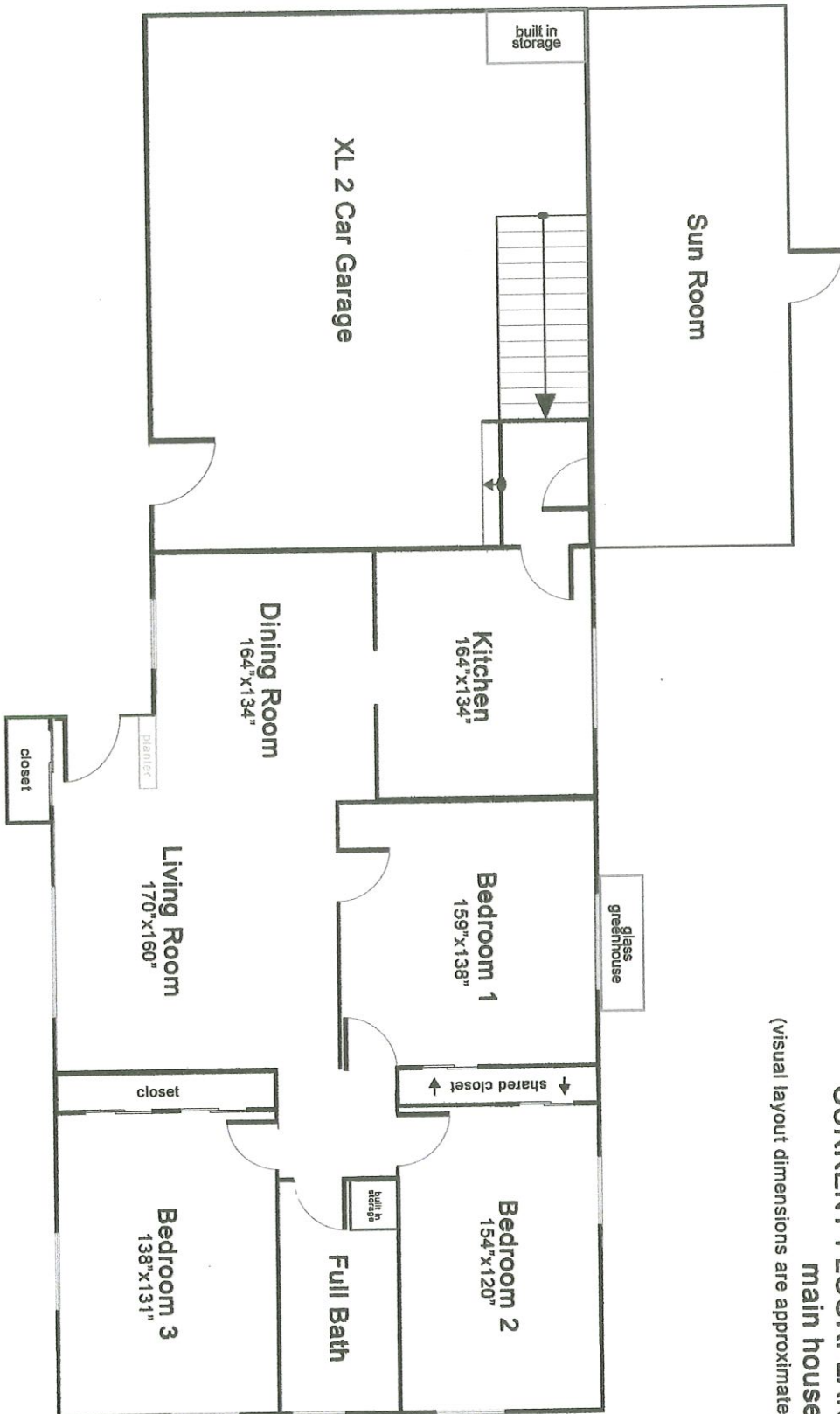
P: (765) 918 - 4199

E: aat47933@gmail.com

1265 Willard Drive
Wabash, IN

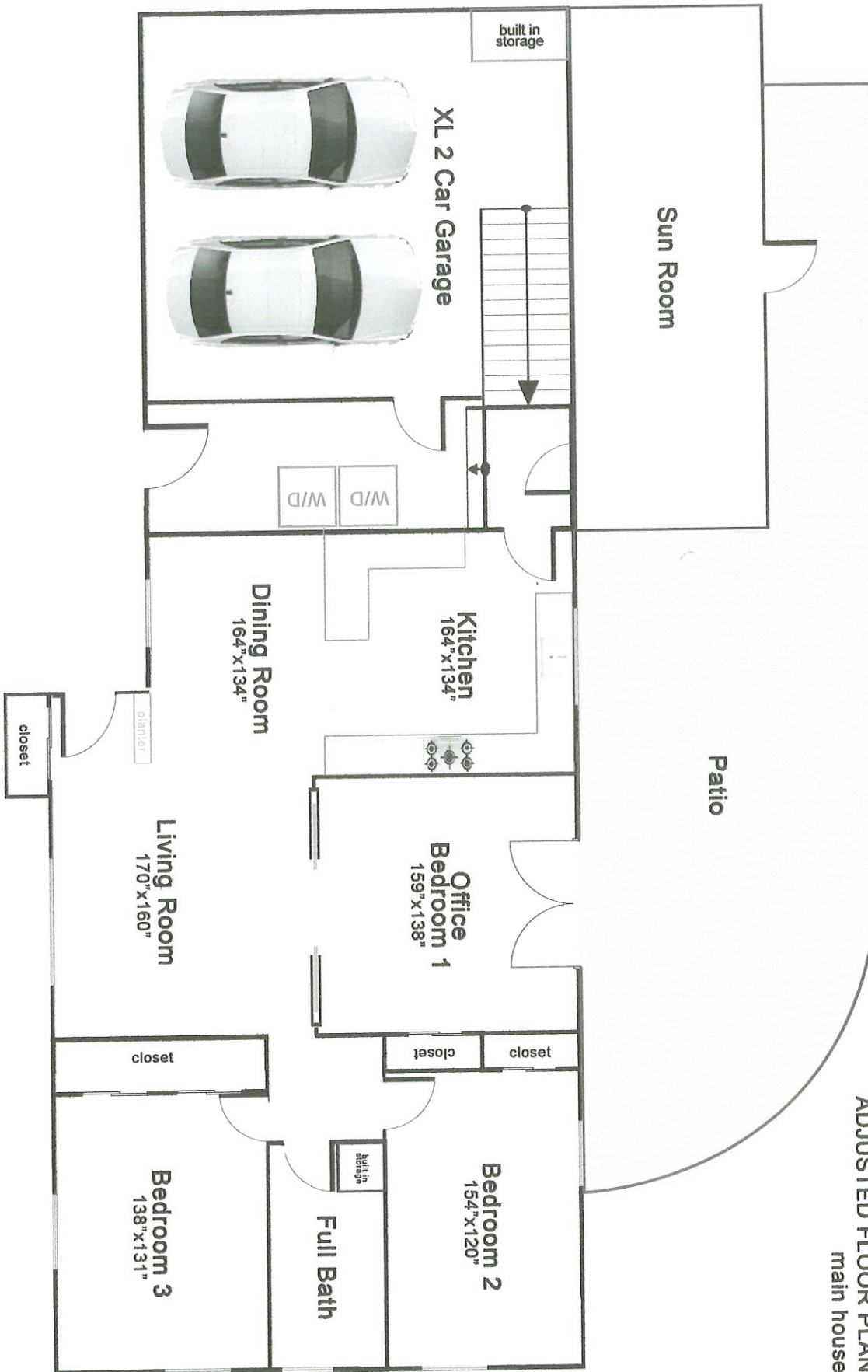


65719 State Road 15, Goshen
CURRENT FLOORPLAN
main house
(visual layout dimensions are approximate)



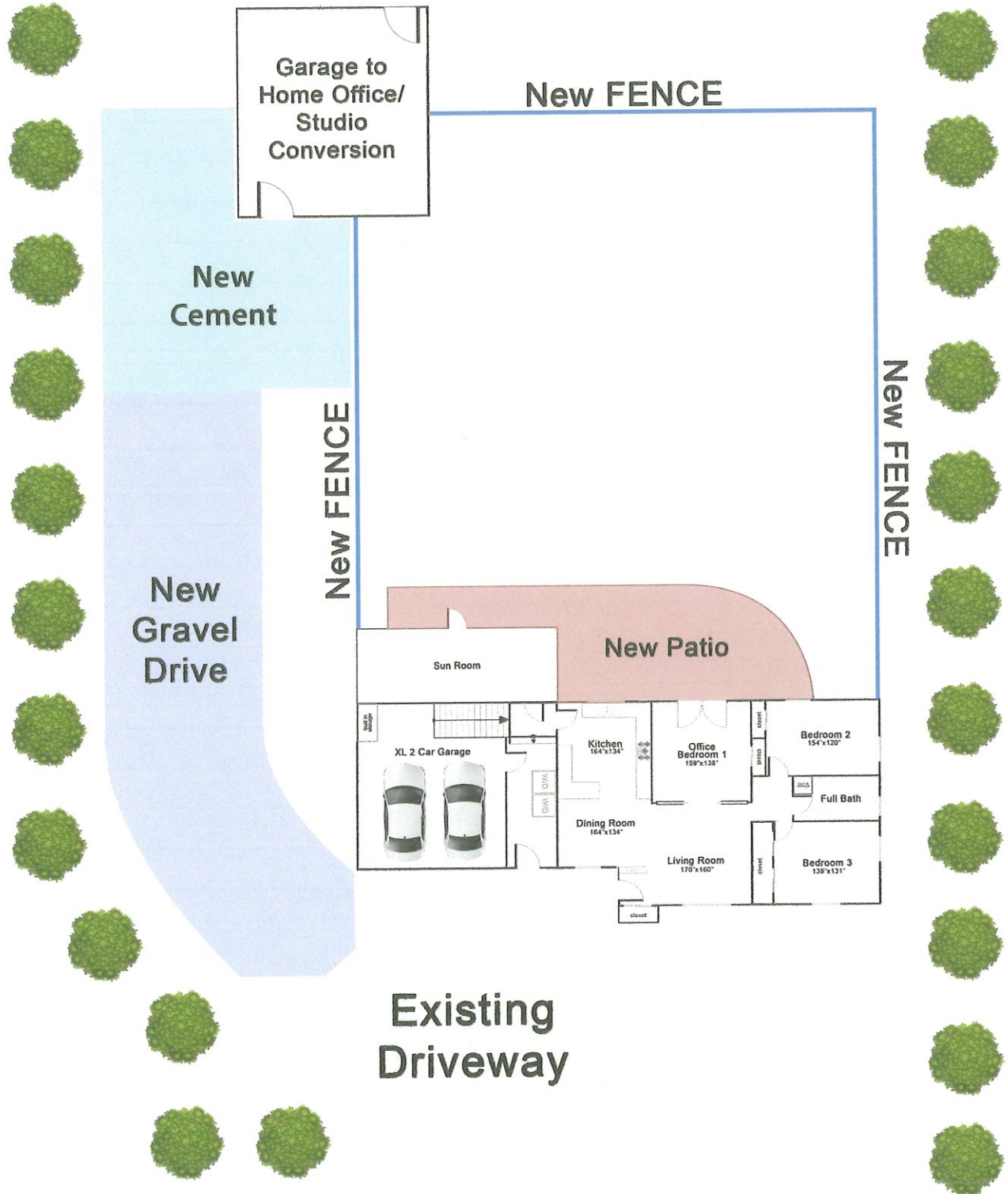


65719 State Road 15, Goshen
 ADJUSTED FLOOR PLAN
 main house



Projected Property Adjustments

Plan to utilize "Trees for Goshen" to help the city reach its canopy goal, and create natural privacy/sound barrier for the property.



Projected Property Adjustments

After the city completes any changes to highway 15, I plan to add landscaping on either side of the driveway, update the mailbox, add flower bed(s), and plant trees for added privacy/noise reduction from the highway.



Visual Mockup of Interior

This mockup will give you an idea to the projected plans of interior layout, and design ideas I hope to implement.



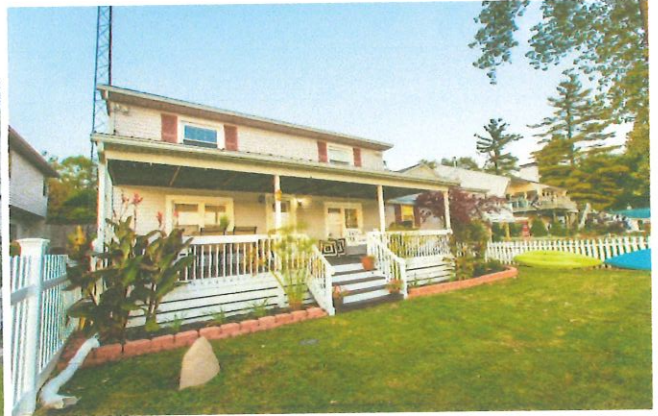
PROOF of SKILLSET

My skillset revolves around finish and design work. The following shows before and after photos of exterior landscaping installation and paint, drywall work, flooring installation, original wood floor staining, carpentry, drop ceiling removal and drywall replacement (+with texture), a full basement remodel (I hired out the framing and electrical work), complete bathroom remodel, opening of kitchen wall + kitchen updating, painting, lighting, trim work, door installation, etc.

BEFORE



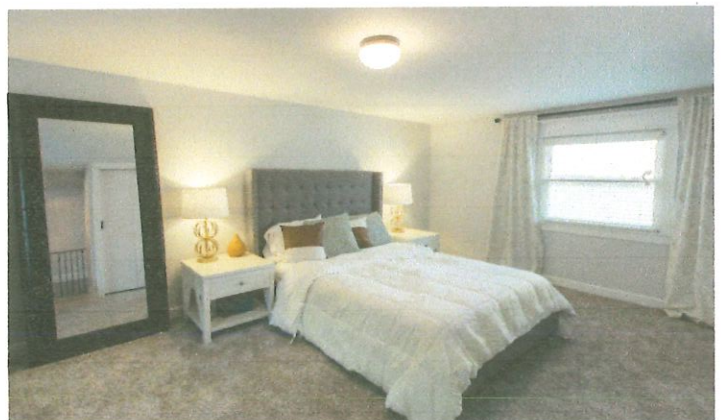
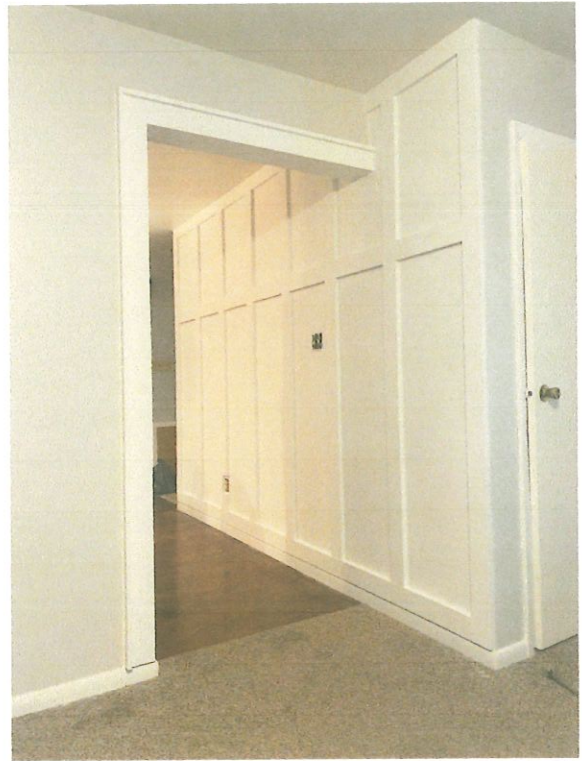
AFTER



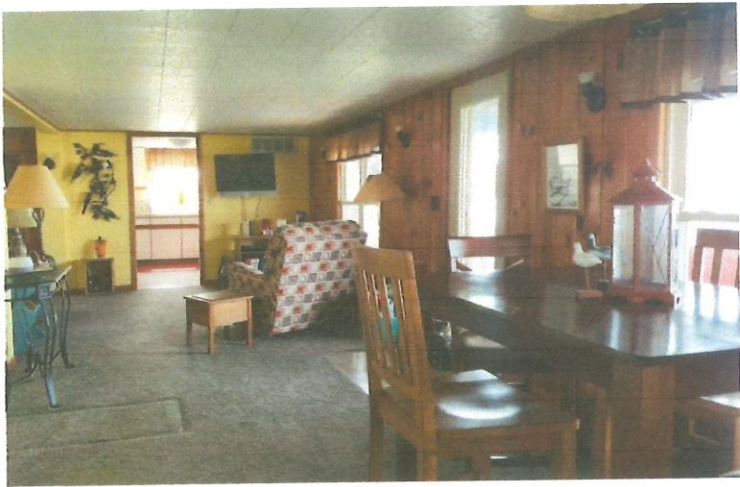
BEFORE



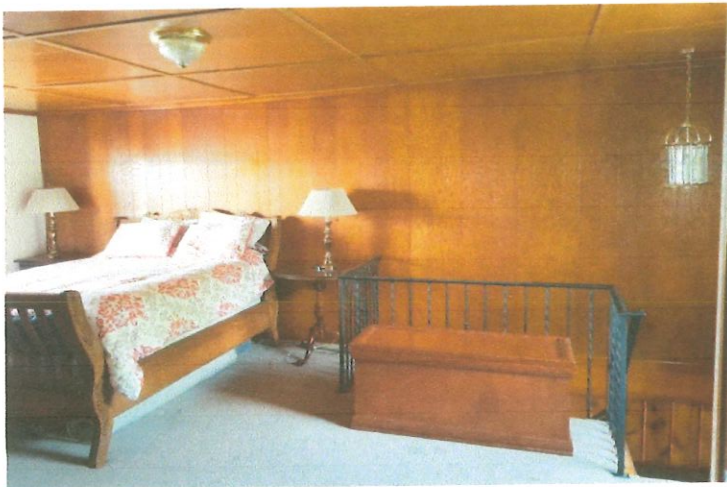
AFTER



BEFORE



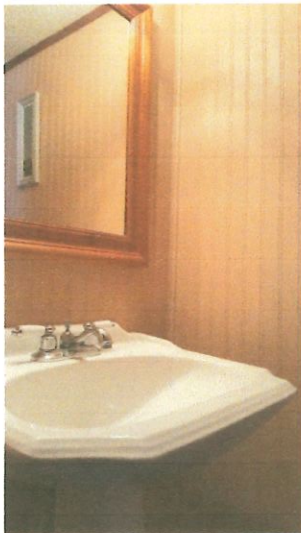
AFTER



BEFORE



AFTER



EXAMPLES of CURRENT CONDITION of PROPERTY

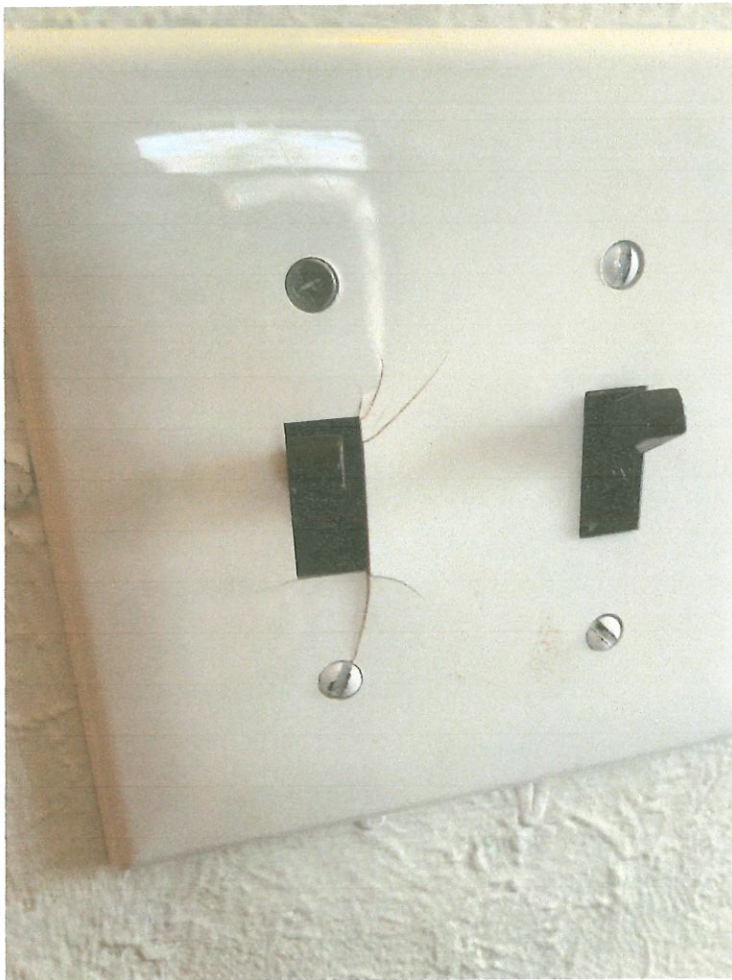
Trees growing through basement walls



Mold and damaged trim



Damaged/Mismatch switch & outlet covers



Cracked walls throughout home



Appliances need replaced due to damage/old Age/mold



Tuck Pointing needed on exterior brick

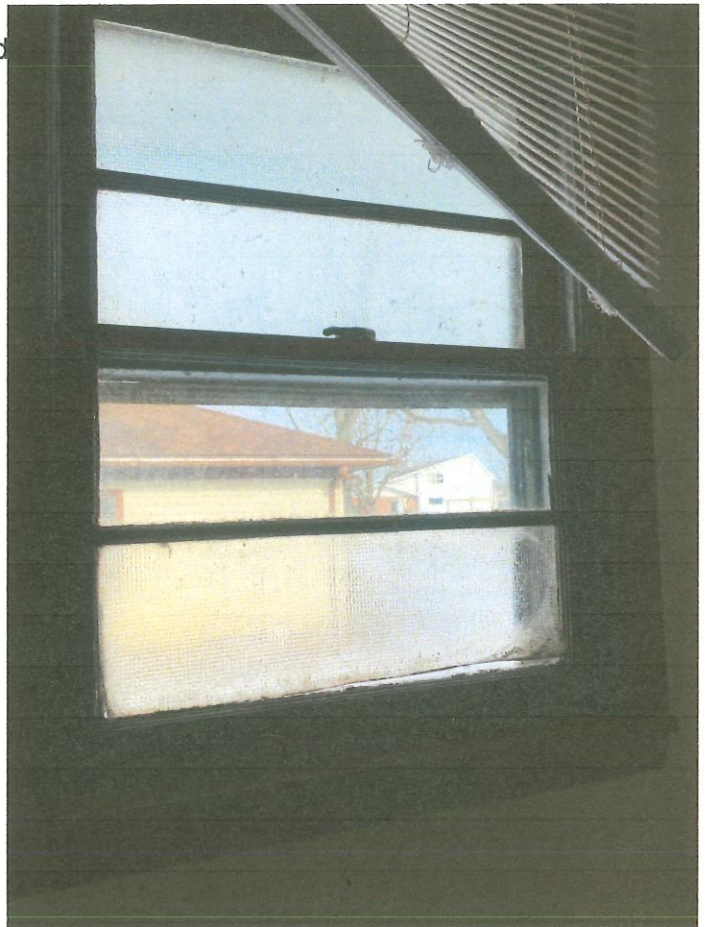


Overgrown landscaping (starting to cause damage)

Gutters have not been cared for, and need replaced



Broken windows and blinds



Broken glass



Drywall needs repaired



Exterior of home needs power washed



Evidence of mold/water damage needs inspected/ repaired



**Goshen Redevelopment Commission
Resolution 02-2025**

**A Resolution of the Goshen Redevelopment Commission
Authorizing the Purchase of Real Estate**

Whereas, the Goshen Redevelopment Commission (the “Commission”) is authorized to acquire real property pursuant to Indiana Code § 36-7-14-12.2;

Whereas, the property generally located at 107 and 111 South 5th Street, Goshen, Indiana (the “Real Estate”) has been identified as suitable for the relocation of various City departments to enhance operational efficiency and community services;

Whereas, the owner of the Real Estate has agreed to sell the Real Estate to the Commission pursuant to the terms and conditions set forth in the attached Purchase and Sale Agreement (the “Agreement”);

Whereas, the Commission find that acquisition of the Real Estate pursuant to the Agreement is in the best interest of the City and furthers the goals of the Commission;

Now, Therefore, Be It Resolved by the Goshen Redevelopment Commission as follows:

1. **Approval of Purchase Agreement:** The Commission hereby approves the Purchase Agreement for the acquisition of the Real Estate, as attached to this Resolution and incorporated herein by reference.
2. **Authorization to Execute Documents:** The Commission authorizes the Redevelopment Director to execute the Purchase Agreement and any and all documents necessary to effectuate the transaction on behalf of the Commission.
3. **Appropriation of Funds:** The Commission confirms that sufficient funds have been appropriated and are available to complete the purchase of the Real Estate as specified in the Agreement.
4. **Further Actions:** The Commission authorizes the Redevelopment Director and other City officials to take all further actions necessary or desirable to carry out the purposes of this Resolution, including but not limited to securing any required approvals and completing the closing process.

5. **Effective Date:** This Resolution shall be in full force and effect from and after its adoption by the Commission.

PASSED and ADOPTED by the Goshen Redevelopment Commission this January 14, 2025.

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 to Approve Purchase Agreement for the Acquisition of the Goshen News Warehouse Building

DATE: January 14, 2025

For the past year, we have been working with The Goshen News to draft an acceptable agreement for the purchase of their former printing shop/warehouse building on S. 5th Street. We believe we've reached an agreement with them and are awaiting comments on the final draft from their attorney. A copy of the drafted agreement is being provided to the Commission and we are requesting approval of a resolution that includes the following:

1. Approval of the purchase agreement as presented;
2. Authorization to execute documents;
3. Appropriation of funds; and
4. Authorization to take any further actions needed to complete the acquisition.

The following identifies the details contained within the agreement:

1. Property Description:
 - The purchase includes parts of Parcels 2, 3, and 4 (detailed in Exhibit A).
 - Parcel 3 will be subdivided, with the Seller retaining part of the property (e.g., a parking lot).
2. Purchase Price:
 - \$306,500, payable by the Buyer at closing via cashier's check or wire transfer.
3. Feasibility Period:
 - The Buyer has 90 days to perform inspections and determine the property's suitability.
 - If unsuitable, the Buyer may terminate the agreement and receive a refund of any deposit.
4. Closing Details:
 - Closing will occur within 60 days after the feasibility period ends.
 - Title transfer will occur via Warranty Deed, with both parties sharing closing costs as specified.

5. Access Easement:
 - The Seller will grant the Buyer a perpetual, non-exclusive easement over specific retained property portions for ingress, egress, and utility connections.
6. Possession Terms:
 - The Buyer takes possession upon signing the agreement to conduct inspections and preparations.
 - The Buyer is responsible for maintaining the property, paying utilities, and securing liability insurance during the pre-closing possession period.
7. Conditions Precedent:
 - Seller: Clear title, completion of the subdivision, and fulfillment of all obligations before closing.
 - Buyer: Payment of the purchase price and compliance with inspection and closing obligations.
8. Risk of Loss:
 - The Seller is responsible for the property until the closing date.
9. Termination:
 - Either party may terminate the agreement if the other fails to meet its obligations.

As we do not yet have their final blessing, we are requesting approval of the agreement as presented. If their attorney has any significant changes, a revised agreement will be brought back to the February meeting for final approval. By granting approval now, we are able to proceed more quickly if the final draft is deemed acceptable by The Goshen News.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of _____, 2025 (the “Effective Date”) by and between CNHI, LLC, a Delaware limited liability company (“Seller”), and City of Goshen, Indiana, Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana (“Buyer”). The foregoing Effective Date shall be the date of last and full execution of this Agreement.

RECITALS

WHEREAS, Seller is the owner in fee simple of the real property identified on Exhibit A as Parcel Nos. 20-11-09-410-023.000-015 (“Parcel 1”), 20-11-09-410-024.000-015 (“Parcel 2”), 20-11-09-410-025.000-015 (“Parcel 3”), and 20-11-09-410-026.000-015 (“Parcel 4”), said Exhibit attached hereto and made a part hereof.

WHEREAS, Seller desires to sell, transfer and convey Parcel 2, Parcel 4, and part of Parcel 3 of said real property, and Buyer desires to buy said Parcel 2, Parcel 4, and part of Parcel 3 of said real property, together with any and all improvements located thereon, pursuant to the terms and conditions contained in this Agreement.

WHEREAS, Seller intends to survey Parcel 3 and cause the same to be subdivided, at Seller’s sole expense, with the portion of Parcel 3 containing an improved building to be sold by Seller and purchased by Buyer, and the remaining portion of Parcel 3 containing parking lot shall be retained by Seller.

WHEREAS, Buyer agrees to reasonably cooperate with Seller in Seller’s efforts to complete the subdivision of the surveyed parcel and to support Seller’s subdivision request through any required administrative process.

WHEREAS, as part of this transactions, Seller agrees to grant an access easement over a portion of Parcel 1 and the retained portion of Parcel 3 to provide Buyer access to the conveyed Parcel 2, Parcel 4, and the portion of Parcel 3 to be purchased by Buyer, as said access easement is depicted in Exhibit A.

NOW, THEREFORE, in consideration of the mutual representation, benefits, and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer covenant and agree as follows:

1. The Property; Purchase and Sale.

A. The property to be sold by Seller is located in Elkhart County, Indiana, at 107 and 111 South 5th Street, Goshen, Indiana, and consists of the following (collectively, the “Property”): (i) the real property described on Exhibit A, attached hereto and made a part hereof for identification purposes, which is subject to a pending survey and subdivision to delineate the specific portions to be conveyed to Buyer and retained by Seller; (ii) any and

all improvements now existing or hereafter located thereon; and (iii) all rights, privileges, and appurtenances belonging thereto. Upon completion of the survey and subdivision process, Exhibit A shall be replaced or supplemented to include the legal description of the portion of the Property to be conveyed to Buyer.

B. Seller agrees to sell, convey, and transfer the Property to Buyer, and Buyer agrees to buy the Property from Seller, pursuant to the terms, conditions and covenants contained herein.

2. Terms of Sale.

A. Purchase Price. The purchase price for the Property (the "Purchase Price") is Three Hundred Six Thousand Five Hundred Dollars (\$306,500.00), which shall be paid by Buyer to Seller on the Closing Date by cashier's check, or by wire transfer of immediately available funds to such account as Seller may designate.

3. Closing; Closing Adjustments and Costs, Closing Documents.

A. Closing Date. The closing of the transaction contemplated hereby (the "Closing") shall be held on or before sixty (60) days from the end of the Feasibility Period (the "Closing Date").

B. Closing Time and Place. The Closing shall occur via escrow on the Closing Date through a title company to be mutually selected by the parties at a time that is mutually agreed upon by Buyer and Seller.

C. Closing Costs. At the Closing, Seller shall pay (i) its attorney's fees and expenses; (ii) the cost to record any curative title instruments required by the title company; (iii) the costs associated with the preparation of the Deed and any transfer tax associated therewith; (iv) the cost (including all commitment fees, premiums, search fees, and attorney's certification fees) or an owner's policy of title insurance; (v) the cost of any endorsements, modifications, or extended coverages to the owner's policies of title insurance; and (vi) one-half of any settlement or escrow fee charged by the title company. Buyer shall pay (i) its attorney's fees and expenses; and (ii) one-half of any settlement or escrow fee charged by the title company. All other Closing costs shall be split equally between Buyer and Seller.

D. Warranty Deed. At the Closing, Seller shall convey fee simple title to the Property to Buyer by Warranty Deed, in a form satisfactory to the Buyer and title company, subject only to the Permitted Exceptions in the Title Commitment. (the "Deed").

E. Real Property Taxes. All real property ad valorem taxes and assessments against or on the Property, due and payable in the year of the Closing, shall be prorated between Seller and Buyer as of the Closing Date on a calendar year or fiscal year basis, whichever is appropriate.

F. Affidavit of Title. At or prior to Closing, Seller shall deliver to the title company an affidavit of title in a form acceptable to the title company enabling the title company to remove the "standard" exceptions (other than the survey exception, the removal of which shall be Buyer's responsibility), from the final title insurance policies.

G. Access Easement. At Closing, Seller shall execute and deliver to Buyer an easement agreement (the "Access Easement Agreement"), in a form mutually acceptable to Seller and Buyer, granting Buyer a perpetual, non-exclusive access easement over the portion of Seller's retained property (Parcel 1 and a portion of Parcel 3) as depicted in Exhibit A (the "Easement Area"), for purposes of providing ingress and egress to the Property being conveyed to Buyer. The Access Easement Agreement shall: (1) include the legal description of the Easement Area, based on the survey to be completed by Seller prior to Closing; (2) allow for all reasonable purposes of access, maintenance, and utility connections serving the Property; (3) Specify that the Seller shall be responsible for the maintenance and repair of the Easement Area, including any costs incurred, unless otherwise agreed in writing by the parties; and (4) provide that Seller shall not obstruct or impair Buyer's reasonable use of the Easement Area. The execution and delivery of the Access Easement Agreement shall be a condition precedent to Buyer's obligation to close the transaction.

H. Additional Documents. At or prior to Closing, Seller shall deliver such additional documents as might be reasonably required by the title company or the State of Indiana to consummate the sale of the Property to Buyer, including the Closing Statement defined below.

I. Buyer's Instruments. At or prior to Closing, Buyer shall deliver to the title company a closing statement ("Closing Statement") executed by Buyer, any documents reasonably required by the title company or the State of Indiana to consummate the acquisition of the Property by Buyer, and the funds due from Buyer pursuant to the Closing Statement and this Agreement.

4. Possession. Possession of the Property shall be delivered to Buyer upon full execution of this Agreement (the "Possession Date"). Between the Possession Date and the Closing Date (the "Pre-Closing Possession Period"), Buyer shall:

A. Maintain the Property: Not commit waste, cause damage, or otherwise diminish the value or condition of the Property beyond reasonable wear and tear.

B. Utilities and Costs: Bear the costs of all utilities and services associated with the Property during the Pre-Closing Possession Period, including but not limited to electricity, water, gas, and any other applicable charges.

C. Insurance: Maintain or cause to be maintained adequate liability insurance for activities on the Property and, where applicable, ensure sufficient property insurance coverage for any improvements made during the Pre-Closing Possession Period, naming Seller as an additional insured.

D. No Rent: Not be required to pay rent to Seller during the Pre-Closing Possession Period.

E. Indemnification: Indemnify, defend, and hold Seller harmless from and against any claims, losses, or damages arising from Buyer's use or possession of the Property during the Pre-Closing Possession Period, except for claims or losses caused by Seller's actions.

Buyer acknowledges that possession is granted solely for the purposes of facilitating Buyer's inspections, planning, and preparation for the transfer of ownership and that title to the Property shall not transfer until the Closing Date, subject to the terms and conditions of this Agreement.

5. Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

A. Seller possess full right, power, and authority to execute, deliver, and perform this Agreement.

B. Seller holds fee simple title to the Property, free and clear of all liens, restrictions, and encumbrances, except for the Permitted Exceptions (other than what may be satisfied at Closing or are otherwise acceptable to Buyer). The person signing this Agreement on behalf of Seller has the proper power and authority to bind Seller.

C. The execution and delivery of this Agreement, the consummation of the transaction provided for herein, and the fulfillment of the terms hereof, will not result in a breach of any term, covenant, or condition of, or constitute a default under, any agreement or instrument to which Seller is a party.

D. Seller is not a party to, nor has actual knowledge of, any currently pending legal, administrative, or governmental action or proceeding, which would prohibit Seller's execution of this Agreement or materially and adversely affect Seller's ability to convey the Property.

E. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended from time to time.

6. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

A. Buyer possesses full right, power, and authority to execute, deliver and perform this Agreement, and no legal or administrative proceeding is in effect which would prohibit Buyer's execution of this Agreement or materially and adversely affect the financial condition of Buyer. The person signing this Agreement on behalf of Buyer has the proper power and authority to bind Buyer.

B. The execution and delivery of this Agreement, the consummation of the transaction provided for herein, and the fulfillment of the terms hereof, will not result in a breach of any term, covenant or condition of, or constitute a default under, any agreement or instrument to which Buyer is a party.

7. Conditions Precedent. Seller's obligation to sell and Buyer's obligation to purchase the Property, respectively, and to consummate the transition contemplated herein shall be subject to the satisfaction of the following terms, contingencies, conditions and provisions:

A. Conditions Precedent to Buyer's Obligations. Buyer's obligation to close the transaction contemplated hereunder shall be subject to the following conditions precedent prior to or at the date of Closing:

i. Each and every representation and warranty of Seller set forth in this Agreement shall be true and correct in all material respects as of the Closing Date.

ii. Seller shall comply with and perform all of its duties and obligations required by this Agreement on or before Closing Date.

iii. Feasibility Period. During the period beginning on the Effective Date and ending at 5:00 pm CT ninety (90) (90) days thereafter (the "Feasibility Period"), Buyer, at Buyer's sole expense, shall have the right to perform studies, tests, and inspections to determine if the Property, in its sole discretion, is suitable for its intended use of the Property. Such determination may include an evaluation of market conditions, the physical (including environmental and geological) condition and characteristics of the Property, the state of title to the Property, applicable land use and construction laws and requirements, zoning approvals, special use permits or similar approvals, variances, building permits, licenses and approvals, of any type, and such other matters as Buyer deems to be necessary or desirable (collectively, "Inspections"). However, no invasive testing which will damage or disturb any portion of the Property, including, without limitation, a Phase II Environmental Site Assessment or any sampling or testing of subsurface soils, surface water, groundwater, air or building materials, may be undertaken without Seller's prior written approval, which will not be unreasonably withheld. Notwithstanding the foregoing, Seller hereby approves of Buyer obtaining a Phase I Environmental Site Assessment. Buyer agrees to restore the Property substantially to its original condition after completion of any such tests. Buyer further agrees that no liens shall be permitted to be attached to the Property as a result of any such activities. Except as required by law, Buyer shall hold all information developed in connection with the exercise of its rights in this Section (8)(A)(c), including, without

limitation the results of all environmental tests and investigations, as well as any soil or groundwater sampling data, as confidential to itself, its lenders, and attorneys, and shall not provide a copy of any draft or final Phase I ESA or other documents resulting from Buyer's exercise of its rights in this Section (8)(A)(c) to Seller or to any third party or governmental entity, unless otherwise requested and agreed to in writing by Seller or by Court Order. The foregoing confidentiality covenant of Buyer shall survive the Closing Date or any termination of this Agreement for a period of one (1) year from the date of this Agreement. Buyer hereby expressly agrees to indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses (including reasonable attorneys' fees), losses, and liabilities for damage to property or personal or bodily injury or other damage arising from or attributable to activities or inspections by Buyer, its agents, contractors, or representatives in connection with the exercise of its rights in this Section (8)(A)(c) (including, without limitation, any rights or claims of materialmen or mechanics liens on the Property). This express agreement to indemnify Seller shall survive the Closing and any termination of this Agreement. Buyer shall maintain or cause to be maintained a commercial general liability (occurrence) insurance policy, which policy shall name Seller as an additional insured, with a minimum per occurrence coverage amount of \$1,000,000.00, covering any personal injury (including wrongful death), or property damage arising out of any act or omission of or by Buyer, its contractors, agents, representatives, or invitees on the Property in connection with Buyer's Inspections or Buyer's possession of the Property during the Pre-Closing Possession Period.

iv. Seller expressly disclaims any representation or warranty with respect to the accuracy of any documents that Seller or its representatives may provide to Buyer in connection with Buyer's Inspections of the Property. Buyer acknowledges that it is solely relying on its own investigation to determine the accuracy of any such documents.

v. Before the conclusion of the Feasibility Period, Buyer, at its own discretion, may choose to terminate this Agreement if, in Buyer's sole discretion, the property is not suitable for its intended use. Buyer will notify the Seller and Title Company in writing prior to the conclusion of the Feasibility Period of its intent to terminate this Agreement. Buyer will be entitled to a full refund of the Deposit and Seller shall, to the extent required by the Title Company, promptly authorize Title Company to return the Deposit to the Buyer after Buyer provides such written notice to terminate. Buyer will have no further obligations to the Seller under this Agreement.

vi. Title: Survey.

a. Within the Feasibility Period, Seller shall obtain a current ALTA title commitment issued by the agreed upon title company for an owner's policy of title insurance

covering the Property in accordance with Section 4(d) (the "Title Commitment"), including the best available copies of any and all instruments referred to in the Commitment as constituting exceptions or restrictions upon the title of Seller.

b. Within the Feasibility Period, Buyer shall have the right to obtain an accurate survey of the Property prepared by a registered land surveyor licensed by the State of Indiana (i) showing the boundaries of the Property and the locations of all easements, rights-of-way, curb cuts, structures and other improvements, encroachments, overlaps, bodies of water, officially designated flood hazard areas, nearest public street or highway, public utilities, and building set-back lines on, under or affecting the Property, if any, (ii) showing the adjoining property owners, (iii) staking the corners of the Property with permanent iron stakes, (iv) containing a complete legal description of the Property, (v) certifying the exact acreage and the exact square footage of the Property, exclusive of any portion used or dedicated for public rights-of-way, and (vi) stating whether all or any part of the Property lies within a flood hazard area (the "Survey"). In all other respects, the Survey shall meet the requirements of any governmental agency having jurisdiction over the Property and the reasonable requirements of the Title Company necessary to comply with applicable regulations.

c. Buyer shall have until the expiration of the Feasibility Period to notify Seller in writing of any objections Buyer may have to any matters disclosed in the Title Commitment or the Survey. Any matter disclosed in the Title Commitment or Survey to which Buyer does not object shall be deemed a "Permitted Exception". If Buyer notifies Seller in writing of any such objections prior to the end of the Feasibility Period, Seller shall have the right, but not the obligation to cure such objections. Seller shall have ten (10) days from the receipt of such objections in which to either (A) cure such objection or commit to cure the same on or before the Closing Date to Buyer's satisfaction, or (B) notify Buyer in writing that it is unable or unwilling to cure such objections in which case Buyer may, at its option, (1) accept such title as Seller is able to convey (in which event Buyer shall be deemed to have approved each such objections and they shall become a "Permitted Exception"), (2) cure such objections if the objection is the same in nature of a lien or judgment that can be cured by the payment of money in which event the Purchase Price shall be reduced by such amount, or (3) terminate this Agreement and thereafter neither party will have any further obligations hereunder.

B. Conditions Precedent to Seller's Obligations. Seller's obligation to close the transaction contemplated hereunder shall be subject to the satisfaction of the following conditions precedent prior to or on the date of Closing.

i. Seller shall have received the Purchase Price payable in accordance with this Agreement.

ii. Buyer shall have complied with and performed all of its duties and obligations under this Agreement prior to the Closing Date.

iii. Each and every representation and warranty of Buyer set forth in this Agreement shall be true and correct in all material respects as of the date of Closing.

8. Risk of Loss. All risk of loss with respect to the Property shall remain with Seller until the Closing, subject to Buyer’s indemnification obligations set forth herein.

9. Casualty and Condemnation. If at any time prior to the Closing Date, all or any substantial part of the Property is damaged by fire or other casualty, taken, or appropriated by virtue of eminent domain or similar proceedings, or is condemned for any public or quasi-public use, then either Buyer or Seller may elect to terminate this Agreement, effective upon receipt by the non-terminating party of written notice of the terminating party’s election of termination. Both Buyer and Seller expressly acknowledge and agree that said termination shall remain subject to those certain express covenants and obligations that survive the termination of this Agreement.

10. Default. If, following the full execution of this Agreement, either party defaults in the performance of its duties or obligations under this Agreement, then:

A. if Buyer is the party in default, then Seller may terminate this Agreement and thereafter pursue any other remedy available at law, in equity or by statute; and

B. if Seller is the party in default, then Buyer may terminate this Agreement and receive a refund of the Deposit.

11. Notice.

A. Delivery. All notices to be given by either party to the other pursuant to the terms and provisions of this Agreement shall be in writing and delivered to the party entitled to receive same by hand delivery or by nationally recognized overnight courier or by United States mail, Certified Mail, Return Receipt Requested, at the following address for each party:

| | |
|--|--|
| <p><u>If to Seller:</u></p> <p>CHNI, LLC Attn: Matthew Gray 201 Monroe Street, Ste. 450 Montgomery, AL 36104 Phone: (334) 293-5800 Email: MGray@cni.com</p> | <p><u>If To Buyer:</u></p> <p>City of Goshen, Department of Redevelopment c/o Becky Hutsell, Director 204 E. Jefferson Street, Suite 6 Goshen, IN 46528 Phone: (574) 533-3579 Email: beckyhutsell@goshencity.com</p> |
| <p><u>With a Copy To:</u></p> | <p><u>With a Copy To:</u></p> |

| | |
|---|---|
| <p>_____</p> <p>Attn: _____</p> <p>Attn: _____</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>E-Mail: _____</p> <p>_____</p> <p>_____</p> | <p>City of Goshen Legal Department 204 E. Jefferson Street, Suite 2 Goshen, Indiana 46528 Phone: (574) 537-3820 Email: legal@goshencity.com</p> |
|---|---|

B. Receipt. A notice or consent given in accordance with this Section 12 shall be deemed received (i) upon delivering it in person, (ii) three days after the return receipt for the certified or registered mail was signed, or (iii) one day after giving it to a nationally recognized overnight carrier.

12. Benefit and Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective successors, and assigns.

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

14. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matter to which it pertains and may be amended only by written agreement signed by both Buyer and Seller.

15. No Waiver. Neither the failure nor any delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

16. Headings. The Section headings used herein are for convenience purposes only and do not constitute matters to be construed in interpreting this Agreement.

17. Assignment. Except as otherwise expressly set forth herein, Buyer shall not assign, transfer, or convey its rights or obligations under this Agreement or with respect to the Property without Seller's written consent. Notwithstanding the forgoing, Buyer may assign its rights under this Agreement without Seller's consent to an entity owned or controlled by Buyer, so

long as, (a) Buyer gives Seller written notice of the assignment at least seven (7) days prior to Closing, and the notice includes the name of the assignee and the assignee's signature block, and (b) such assignee assumes, jointly and severally, in writing, Buyer's obligations under this Agreement and agrees in writing to be subject to all of the terms and conditions in this Agreement.

18. 1031 Tax Deferred Exchange. In the event either Seller or Buyer is participating in a like kind exchange of real property under Section 1031 of the Internal Revenue Code, the other party shall, at no cost to such party, reasonable cooperate in connection with the exchange.
19. Invalid, Illegal or Unenforceable Provision. If any term, covenant, or condition contained in this Agreement is deemed to be invalid, illegal, or unenforceable, then the rights and obligations of the parties hereto shall be construed and enforced with that term, covenant, or condition limited so as to make it valid, legal, or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal, or unenforceable, then as if this Agreement did not contain that particular term, covenant, or condition.
20. No Recordation. The terms of this Agreement shall not be recorded in whole or in part, and any party doing so or causing same to be done shall be deemed to be in default of this Agreement hereunder.
21. Brokers. Seller and Buyer each represent to the other that it has not dealt with a broker entitled to a commission in connection with the transaction contemplated by this Agreement other than _____, who represents Seller. The broker's commissions for each shall be paid by Seller at Closing pursuant to the terms of a separate agreement. Each party agrees to indemnify, hold harmless and defend the other from any and all claims from real estate brokers, agents or other parties claiming to be entitled to a fee, commission or other compensation from the indemnifying party as a result of the execution of this Agreement or the Closing contemplated therein.
22. Business Days. In the event any period of time provided for in this Agreement ends on a day other than a business day on which banks are generally open for a full day for business, such ending date shall automatically be extended to the next business day.
23. Attorney's Fees. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees. For purposes of this Agreement, "prevailing party" shall include, without limitation, a party obtaining substantially the relief sought, whether by compromise, settlement or otherwise.

[Signature Page to Follow]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first set forth above.

SELLER:

CNHI, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

Redevelopment

**City of Goshen, Indiana, Department of
a municipal corporation and political subdivision
of the State of Indiana**

By: _____

Print: _____

Date: _____

EXHIBIT A

110.00'

22.68'

57.59'

PARCEL 11-09-410-023-015

PARCEL 11-09-410-024-015

57.40'

24.59'

PARCEL 11-09-410-025-015

70.00'

PARCEL 11-09-410-026-015

24.00'

**NOT FOR
CONSTRUCTION**

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|---|--|
| The City of Goshen | |
| <small>Department of Public Works & Safety Office of Engineering 204 East Jefferson Street, Goshen, Indiana 46526 Phone: 574-534-2201 Fax: 574-533-8626</small> | |
| GOSHEN NEWS WAREHOUSE | PROPOSED ACCESS EASEMENTS THROUGH PARKING LOT |
| <small>DATE: 04/23/24</small> | <small>PROJECT: 00000000</small> |
| <small>BY: A.HOFFMAN</small> | <small>DATE: 04/23/24</small> |
| <small>1" = 20'</small> | |



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Redevelopment Commission

FROM: Engineering Department

RE: **CHANGE ORDER NO. 6 FOR 10TH STREET AND DOUGLAS STREET
ROAD RECONSTRUCTION (JN: 2022-0037)**

DATE: January 14, 2025

Attached please find Change Order No. 7 for the 10th Street and Douglas Street Reconstruction project.

Change Order No. 7 includes costs related to the addition of ADA & handicap pavement markings on Douglas Street in the accessible parking area, extruded street markers signs, and the removal of 2 trees and 1 stump that are in conflict with the additional work on Reynolds Street. With the additional work, inclement weather, working around homeowner's schedules and Gleason's production, the requested project schedule extension is 221 days to June 6, 2025.

The original contract amount plus additions from previous change orders was \$4,524,528.08. Change Order No. 7 increases the total contract by \$4,676.60, for a revised contract amount of \$4,529,204.68, which is an increase of 6.60% over the original contract amount.

Requested Motion: Approve Change Order No. 7 for the 10th Street and Douglas Street Reconstruction project in the amount of \$4,676.60 and extend the project by 221 calendar days, making the the final completion date June 6, 2025.



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Approve Optional Redemption Request for Economic Development Revenue Bonds, Series 2022 (East College Avenue)

DATE: January 14, 2025

The Trust Indenture, approved as part of the issuance of the Economic Development Revenue Bonds, Series 2022 (East College Avenue), permits the City to request an Optional Redemption if any funds remain in the Construction Fund upon project completion. This provision allows the transfer of remaining Construction Fund balances to reduce the bond's principal balance.

The project was completed last summer, and the final capitalized interest payment from the Construction Fund was made on January 1, 2025. Going forward, all remaining payments will be made solely from the tax increment generated by the project.

To initiate the Optional Redemption, we are seeking approval from the Redevelopment Commission to proceed with the request. Normally, a 45-day notice period is required for the bond trustee to notify the bondholder. However, the Bank of New York Mellon (BNYM) has confirmed that we can provide a letter from Brinkley RV waiving the 45-day notice requirement. Brinkley supports this request, as it will reduce the principal balance owed.

As of January 1, 2025, the Construction Fund balance is \$1,636,835.01, while the bond fund balance is \$123,000. The original bond issuance was \$24,084,000. We propose transferring all remaining funds from the Construction Fund to reduce the outstanding principal balance.

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 **December 11, 2024 through January 10, 2025** and finds that entries are allowed in the total amount of **\$468,669.05**

APPROVED on January 14, 2025

Brian Garber, President

Jonathan Graber, Secretary



Payable Register

Payable Detail by Vendor Name

Packet: APPKT01285 - ELAN RDC 1/9/25

| 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: 32.00 |
| 5864 12/27/24 | Invoice | 1/9/2025 | 12/27/2024 | 1/26/2025 | 12/27/2024 | 32.00 | 0.00 | 0.00 | 0.00 | 32.00 |
| USPS CLOSING DOCUMENTS FOR ARIEL CYCL... AP1ST - AP1ST | | | No | | | | | | | |
| Items | | | | | | | | | | |
| Item Description | Commodity | | Units | Price | Amount | Tax | Shipping | Discount | Total | |
| USPS CLOSING DOCUMENTS FOR ARIEL ... | N/A | | 0.00 | 0.00 | 32.00 | 0.00 | 0.00 | 0.00 | 32.00 | |
| Distributions | | | | | | | | | | |
| Account Number | Account Name | | Project Account Key | | Amount | Percent | | | | |
| 2226-5-00-4320201 | REDV OP/POSTAGE | | | | 32.00 | 100.00% | | | | |

Account Summary

| <u>Account</u> | <u>Name</u> | <u>Amount</u> |
|-----------------------------------|-----------------|---------------|
| 2226-5-00-4320201 | REDV OP/POSTAGE | 32.00 |
| | Total: | 32.00 |



| 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: 55,560.00

| | | | | | | | | | | |
|--------------------------------------|---------|---------------|------------|-----------|------------|-----------|------|------|------|-----------|
| 155885 | Invoice | 1/16/2025 | 12/26/2024 | 1/25/2025 | 12/26/2024 | 20,000.00 | 0.00 | 0.00 | 0.00 | 20,000.00 |
| CONSOLIDATED COURTS ROADWAY IMPRO... | | AP1ST - AP1ST | | | No | | | | | |

Items

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|--------------------------------------|-----------|-------|-------|-----------|------|----------|----------|-----------|
| CONSOLIDATED COURTS ROADWAY IMPRO... | N/A | 0.00 | 0.00 | 20,000.00 | 0.00 | 0.00 | 0.00 | 20,000.00 |

Distributions

| Account Number | Account Name | Project Account Key | Amount | Percent |
|-----------------------------------|------------------------------|---------------------|-----------|---------|
| 4446-5-00-4420000 | CONS RR/US33/CAPITAL PROJECT | | 20,000.00 | 100.00% |

| | | | | | | | | | | |
|-------------------------------------|---------|---------------|------------|-----------|------------|-----------|------|------|------|-----------|
| 155886 | Invoice | 1/16/2025 | 12/26/2024 | 1/25/2025 | 12/26/2024 | 18,000.00 | 0.00 | 0.00 | 0.00 | 18,000.00 |
| ENC CHERRY CREEK PHASE 1 INSPECTION | | AP1ST - AP1ST | | | No | | | | | |

Items

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|-------------------------------------|-----------|-------|-------|-----------|------|----------|----------|-----------|
| ENC CHERRY CREEK PHASE 1 INSPECTION | N/A | 0.00 | 0.00 | 18,000.00 | 0.00 | 0.00 | 0.00 | 18,000.00 |

Distributions

| Account Number | Account Name | Project Account Key | Amount | Percent |
|-----------------------------------|------------------------|---------------------|-----------|---------|
| 4445-5-00-4310502 | SE E.D. TIF/CONTR SVCS | | 18,000.00 | 100.00% |

| | | | | | | | | | | |
|---------------------------------|---------|---------------|------------|-----------|------------|-----------|------|------|------|-----------|
| 155985-5 | Invoice | 1/16/2025 | 12/30/2024 | 1/29/2025 | 12/30/2024 | 17,560.00 | 0.00 | 0.00 | 0.00 | 17,560.00 |
| ENC-EAST COLLEGE AVENUE PHASE 3 | | AP1ST - AP1ST | | | No | | | | | |

Items

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|---------------------------------|-----------|-------|-------|-----------|------|----------|----------|-----------|
| ENC-EAST COLLEGE AVENUE PHASE 3 | N/A | 0.00 | 0.00 | 17,560.00 | 0.00 | 0.00 | 0.00 | 17,560.00 |

Distributions

| Account Number | Account Name | Project Account Key | Amount | Percent |
|-----------------------------------|------------------------|---------------------|-----------|---------|
| 4445-5-00-4310502 | SE E.D. TIF/CONTR SVCS | | 17,560.00 | 100.00% |

Vendor: [0210420 - AMAZON CAPITAL SERVICES, INC.](#) Vendor Total: 97.46

| | | | | | | | | | | |
|--------------------------------|---------|---------------|----------|----------|----------|-------|------|------|------|-------|
| 117D-YLLL-PRNV | Invoice | 1/16/2025 | 1/6/2025 | 2/5/2025 | 1/6/2025 | 97.46 | 0.00 | 0.00 | 0.00 | 97.46 |
| OFFICE SUPPLIES | | AP1ST - AP1ST | | | No | | | | | |

Items

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|------------------|-----------|-------|-------|--------|------|----------|----------|-------|
| OFFICE SUPPLIES | N/A | 0.00 | 0.00 | 97.46 | 0.00 | 0.00 | 0.00 | 97.46 |

Distributions

| Account Number | Account Name | Project Account Key | Amount | Percent |
|-----------------------------------|------------------------|---------------------|--------|---------|
| 2226-5-00-4290001 | REDV OP/OTHER SUPPLIES | | 97.46 | 100.00% |

Vendor: [0203093 - AMERICAN STRUCTUREPOINT, INC.](#) Vendor Total: 22,134.65

| | | | | | | | | | | |
|--------------------------------|---------|---------------|------------|-----------|------------|-----------|------|------|------|-----------|
| 184640-40 | Invoice | 1/16/2025 | 12/24/2024 | 1/23/2025 | 12/24/2024 | 22,134.65 | 0.00 | 0.00 | 0.00 | 22,134.65 |
| ENC- COLLEGE AVE RECON PHASE 1 | | AP1ST - AP1ST | | | No | | | | | |

Items

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|--------------------------------|-----------|-------|-------|-----------|------|----------|----------|-----------|
| ENC- COLLEGE AVE RECON PHASE 1 | N/A | 0.00 | 0.00 | 22,134.65 | 0.00 | 0.00 | 0.00 | 22,134.65 |

Distributions

| Account Number | Account Name | Project Account Key | Amount | Percent |
|-----------------------------------|------------------------|---------------------|-----------|---------|
| 4445-5-00-4310502 | SE E.D. TIF/CONTR SVCS | | 22,134.65 | 100.00% |

Vendor: [0210344 - BAKER TILLY MUNICIPAL ADVISORS](#) Vendor Total: 55,820.00

| | | | | | | | | | | |
|--|---------|---------------|------------|------------|------------|-----------|------|------|------|-----------|
| BTMA28706 | Invoice | 1/16/2025 | 10/17/2024 | 11/16/2024 | 10/17/2024 | 13,125.00 | 0.00 | 0.00 | 0.00 | 13,125.00 |
| PROFESSIONAL SERVICES FOR TIF ANNUAL ... | | 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 | | |
| PROFESSIONAL SERVICES FOR TIF ANNU... Distributions | N/A | 0.00 | 0.00 | 13,125.00 | 0.00 | 0.00 | 0.00 | 13,125.00 | | |
| Account Number | Account Name | Project Account Key | | Amount | Percent | | | | | |
| 4445-5-00-4390930 | SE E.D. TIF/OTHER SVC CHGS | | | 6,562.50 | 50.00% | | | | | |
| 4446-5-00-4390930 | CONS RR/US33/OTHER SVCS & CHGS | | | 6,562.50 | 50.00% | | | | | |
| BTMA29003 | Invoice | 1/8/2025 | 1/8/2025 | 2/7/2025 | 1/8/2025 | 42,695.00 | 0.00 | 0.00 | 0.00 | 42,695.00 |
| PROFESSIONAL SERVICES FOR TIF AND CHE... | | AP1ST - AP1ST | | | No | | | | | |
| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total | | |
| PROFESSIONAL SERVICES FOR TIF AND ... Distributions | N/A | 0.00 | 0.00 | 42,695.00 | 0.00 | 0.00 | 0.00 | 42,695.00 | | |
| Account Number | Account Name | Project Account Key | | Amount | Percent | | | | | |
| 4446-5-00-4390930 | CONS RR/US33/OTHER SVCS & CHGS | | | 5,560.00 | 13.02% | | | | | |
| 4445-5-00-4390930 | SE E.D. TIF/OTHER SVC CHGS | | | 31,770.00 | 74.41% | | | | | |
| 2226-5-00-4310502 | REDV OP/CONTRACT SVCS | | | 5,365.00 | 12.57% | | | | | |

Vendor: [0101010 - ELKHART COUNTY TREASURER](#)

Vendor Total: 22,696.50

| | | | | | | | | | | |
|---|--------------------------|----------------------------|----------|---------------|----------------|-----------|----------|-----------|------|-----------|
| 1/8/25 FALL TIF REIMBURSEMEN | Invoice | 1/16/2025 | 1/8/2025 | 2/7/2025 | 1/8/2025 | 22,696.50 | 0.00 | 0.00 | 0.00 | 22,696.50 |
| 23P24 FALL TIF REIMBURSEMENT | | AP1ST - AP1ST | | | No | | | | | |
| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total | | |
| 23P24 FALL TIF REIMBURSEMENT Distributions | N/A | 0.00 | 0.00 | 22,696.50 | 0.00 | 0.00 | 0.00 | 22,696.50 | | |
| Account Number | Account Name | Project Account Key | | Amount | Percent | | | | | |
| 4445-5-00-4420000 | SE E.D. TIF/CAPITAL PROJ | | | 22,696.50 | 100.00% | | | | | |

Vendor: [0200013 - GOSHEN UTILITIES](#)

Vendor Total: 22,775.98

| | | | | | | | | | | |
|---|--------------------------|----------------------------|----------|---------------|----------------|-----------|----------|-----------|------|-----------|
| 1/9/25 FALL TIFF REIMBURSEMEN | Invoice | 1/16/2025 | 1/8/2025 | 2/7/2025 | 1/8/2025 | 22,696.50 | 0.00 | 0.00 | 0.00 | 22,696.50 |
| FALL TIF REIMBURSEMENT 23P24 | | AP1ST - AP1ST | | | No | | | | | |
| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total | | |
| FALL TIF REIMBURSEMENT 23P24 Distributions | N/A | 0.00 | 0.00 | 22,696.50 | 0.00 | 0.00 | 0.00 | 22,696.50 | | |
| Account Number | Account Name | Project Account Key | | Amount | Percent | | | | | |
| 4445-5-00-4420000 | SE E.D. TIF/CAPITAL PROJ | | | 22,696.50 | 100.00% | | | | | |

[319-1130-01 12/9/24](#)

| | | | | | | | | | | |
|--------------------------------------|--------------------------|----------------------------|-----------|---------------|----------------|----------|----------|-------|------|-------|
| 208 W WASHINGTON ST | Invoice | 1/16/2025 | 12/9/2024 | 1/8/2025 | 12/9/2024 | 79.48 | 0.00 | 0.00 | 0.00 | 79.48 |
| | | AP1ST - AP1ST | | | No | | | | | |
| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total | | |
| 208 W WASHINGTON ST Distributions | N/A | 0.00 | 0.00 | 79.48 | 0.00 | 0.00 | 0.00 | 79.48 | | |
| Account Number | Account Name | Project Account Key | | Amount | Percent | | | | | |
| 2226-5-00-4390930 | REDV OP/OTHER SVC CHARGE | | | 79.48 | 100.00% | | | | | |

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

Vendor Total: 190,132.21

| | | | | | | | | | | |
|--|------------------------------|----------------------------|----------|---------------|----------------|------------|----------|------------|------|------------|
| 12646 | Invoice | 1/16/2025 | 1/8/2025 | 2/7/2025 | 1/8/2025 | 190,132.21 | 0.00 | 0.00 | 0.00 | 190,132.21 |
| ENC-10TH & DOUGLAS STREET RECONSTRU... | | AP1ST - AP1ST | | | No | | | | | |
| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total | | |
| ENC-10TH & DOUGLAS STREET RECONS... Distributions | N/A | 0.00 | 0.00 | 190,132.21 | 0.00 | 0.00 | 0.00 | 190,132.21 | | |
| Account Number | Account Name | Project Account Key | | Amount | Percent | | | | | |
| 4446-5-00-4420000 | CONS RR/US33/CAPITAL PROJECT | | | 190,132.21 | 100.00% | | | | | |

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

Vendor Total: 32,000.00

Payable Register

Packet: APPKT01288 - RDC 1/16/25

| Payable # | Payable Type | Post Date | Payable Date | Due Date | Discount Date | Amount | Tax | Shipping | Discount | Total |
|------------------------------|--------------|---------------|--------------|-----------|---------------|-----------|------|----------|----------|-----------|
| 130042720002 | Invoice | 1/16/2025 | 9/26/2024 | 9/26/2024 | 9/26/2024 | 25,750.00 | 0.00 | 0.00 | 0.00 | 25,750.00 |
| DOWNTOWN PARKING STUDY | | AP1ST - AP1ST | No | | | | | | | |

Items

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|------------------------|-----------|-------|-------|-----------|------|----------|----------|-----------|
| DOWNTOWN PARKING STUDY | N/A | 0.00 | 0.00 | 25,750.00 | 0.00 | 0.00 | 0.00 | 25,750.00 |

Distributions

| Account Number | Account Name | Project Account Key | Amount | Percent |
|-----------------------------------|-------------------------------|---------------------|-----------|---------|
| 4446-5-00-4310502 | CONS RR/US33/CONTRACTUAL SVCS | | 25,750.00 | 100.00% |

| | | | | | | | | | | |
|------------------------------|---------|---------------|------------|------------|------------|----------|------|------|------|----------|
| 130042720004 | Invoice | 1/16/2025 | 11/28/2024 | 11/28/2024 | 11/28/2024 | 6,250.00 | 0.00 | 0.00 | 0.00 | 6,250.00 |
| DOWNTOWN PARKING STUDY | | AP1ST - AP1ST | No | | | | | | | |

Items

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|----------------------------|-----------|-------|-------|----------|------|----------|----------|----------|
| ENC DOWNTOWN PARKING STUDY | N/A | 0.00 | 0.00 | 6,250.00 | 0.00 | 0.00 | 0.00 | 6,250.00 |

Distributions

| Account Number | Account Name | Project Account Key | Amount | Percent |
|-----------------------------------|-------------------------------|---------------------|----------|---------|
| 4446-5-00-4310502 | CONS RR/US33/CONTRACTUAL SVCS | | 6,250.00 | 100.00% |

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

Vendor Total: 67,420.25

| | | | | | | | | | | |
|--|---------|---------------|----------|----------|----------|-----------|------|------|------|-----------|
| 1/8/25 TIF REIMBURSEMENT | Invoice | 1/16/2025 | 1/8/2025 | 2/7/2025 | 1/8/2025 | 67,420.25 | 0.00 | 0.00 | 0.00 | 67,420.25 |
| 23P24 FALL REIMBURSEMENT | | AP1ST - AP1ST | No | | | | | | | |

Items

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|--------------------------|-----------|-------|-------|-----------|------|----------|----------|-----------|
| 23P24 FALL REIMBURSEMENT | N/A | 0.00 | 0.00 | 67,420.25 | 0.00 | 0.00 | 0.00 | 67,420.25 |

Distributions

| Account Number | Account Name | Project Account Key | Amount | Percent |
|-----------------------------------|--------------------------|---------------------|-----------|---------|
| 4445-5-00-4420000 | SE E.D. TIF/CAPITAL PROJ | | 67,420.25 | 100.00% |

Payable Summary

| Type | Count | Gross | Tax | Shipping | Discount | Total | Manual Payment | Balance |
|---------------------|-------|-------------------|-------------|-------------|-------------|-------------------|----------------|-------------------|
| Invoice | 14 | 468,637.05 | 0.00 | 0.00 | 0.00 | 468,637.05 | 0.00 | 468,637.05 |
| Grand Total: | | 468,637.05 | 0.00 | 0.00 | 0.00 | 468,637.05 | 0.00 | 468,637.05 |

Account Summary

| <u>Account</u> | <u>Name</u> | <u>Amount</u> |
|-----------------------------------|--------------------------|-----------------|
| 2226-5-00-4290001 | REDV OP/OTHER SUPPLIES | 97.46 |
| 2226-5-00-4310502 | REDV OP/CONTRACT SVCS | 5,365.00 |
| 2226-5-00-4390930 | REDV OP/OTHER SVC CHARGE | 79.48 |
| Total: | | 5,541.94 |

| <u>Account</u> | <u>Name</u> | <u>Amount</u> |
|-----------------------------------|----------------------------|-------------------|
| 4445-5-00-4310502 | SE E.D. TIF/CONTR SVCS | 57,694.65 |
| 4445-5-00-4390930 | SE E.D. TIF/OTHER SVC CHGS | 38,332.50 |
| 4445-5-00-4420000 | SE E.D. TIF/CAPITAL PROJ | 112,813.25 |
| Total: | | 208,840.40 |

| <u>Account</u> | <u>Name</u> | <u>Amount</u> |
|-----------------------------------|--------------------------------|-------------------|
| 4446-5-00-4310502 | CONS RR/US33/CONTRACTUAL SVCS | 32,000.00 |
| 4446-5-00-4390930 | CONS RR/US33/OTHER SVCS & CHGS | 12,122.50 |
| 4446-5-00-4420000 | CONS RR/US33/CAPITAL PROJECT | 210,132.21 |
| Total: | | 254,254.71 |



January 2025 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 the railroad crossings.
- Traffic counts to be done at each of the railroad crossings. (Completed)
- Madison Street will have flasher and gates installed which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project. INDOT is improving the crossing as a part of the Crossing Safety Improvement funds. 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 Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- Railroad Quiet Zone is anticipated to be “in-service”.

An agreement is in place with American Structurepoint to serve as the City’s agent. A site meeting was completed on November 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 application is complete, including an interlocal agreement with Elkhart County and delegation letter needed for the CR 42 railroad crossing. We anticipate an 8–12-month approval timeline.

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 fully complete. Various improvements for users throughout the corridor are also identified.

PROJECT UPDATE

Niblock Excavating was awarded the contract for the project and mobilized in August. However, previously unrellocated utilities were discovered that conflicted with the proposed construction. These utilities could not be moved in time to maintain the planned construction schedule. As a result, the project start was postponed to 2025, allowing Niblock to concentrate on roadway reconstruction for the Elkhart County Court Complex in the interim.

January 2025 Redevelopment Staff Report

Construction will resume in 2025 with the installation of a new stormwater system along Lincoln Avenue and water main replacement between Logan Street and Steury Avenue. Sanitary and water services will also be replaced, and the roadway will be reconstructed with curb-and-gutter. In 2026, work will continue on 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. The Redevelopment Commission and City Council have approved the development agreement, and rezoning is complete. The developers have secured READI grant funds, and the final design is going through the City's Tech Review process now. The groundbreaking event has already taken place, and it is anticipated that AP Development's contractors will be starting work by the beginning of February.

For the City's portion of the project, which includes improvements to 10th Street, Douglas Street and Reynolds, Niblock has been hired as the contractor. A new water main has been installed, and the roadways have been paved. Current work includes installation of new utility services into several of the homes and concrete work for driveway approaches and sidewalks. Spring work will be limited to paving on Reynolds with overall site cleanup once the weather breaks.

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

The RDC received one (1) proposal for this property. AP Development, who is developing the former Western Rubber site, is interested in constructing multi-family for this property. The Commission has approved staff negotiations with the developer, and it is anticipated that a Development Agreement will be prepared over the next few months. AP Development did apply for READI 2.0 for this project, but they did not receive funding. Staff will work with AP Development to determine whether or not they plan to move forward without the READI 2.0 funds. If not, a new RFP will likely be issued for this property this spring.

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 RDC received two (2) proposals for this property and the Selection Committee recommended proceeding with the proposal from Viewrail for the Millrace Flats project. The Commission has approved staff negotiations with the developer, and a Development Agreement has been drafted. Minimal infrastructure assistance is being requested and is comparable to what was offered to the previous developer. Viewrail submitted an application for READI 2.0 funds to assist with the project but did not receive funding. Staff is meeting with Viewrail to determine whether or not they plan to move forward with this project. If not, a new RFP will likely be issued this spring for the property.

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. The project is expected to be under construction in 2026.

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

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

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

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 project is expected to be under construction in 2028/2029. The City selected American StructurePoint to complete the design.

PROJECT UPDATE

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

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 2027/2028. The City selected Abonmarche to complete the design.

PROJECT UPDATE

Abonmarche has been selected to assist in project design. Early coordination meetings are starting and survey work is underway.

9. NEW SOUTH FIRE STATION PROJECT

PROJECT DESCRIPTION

This project includes construction of a new, 4th fire station for the City of Goshen on city-owned land along CR 40 near Corrie Drive. The approved 5-Year Capital Plan includes debt service associated with a bond issuance to assist in funding the construction. The new fire station was originally intended to replace the College Avenue station and but recent negotiations with Elkhart Township have instead led to the decision to instead plan for a fourth station near the Goshen Airport.

January 2025 Redevelopment Staff Report

PROJECT UPDATE

RDC entered into an agreement with the Core/BKV/GM Development team for this project. A scoping agreement has been finalized, covering the full design phase. Once the Guaranteed Maximum Price (GMP) is determined near the end of the design phase, bonding will be secured to fund the project, followed by entering a Public-Private Partnership for construction.

It is anticipated that construction will begin in May 2025. The property purchased by the RDC for this project is currently not annexed into the City. That process will begin this month and be finalized by the end of April. In the interim, we will jointly review the project with Elkhart County to ensure that we can move forward with construction as planned. The bond process will also begin this month at the full bonding capacity with the exact price being established once we have a GMP.

10. 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. Staff is working with NIPSCO to encourage the replacement of an old steel gas main prior to construction. As soon as that issue is resolved, the project will be bit for 2025 construction.

11. ELKHART COUNTY COURT COMPLEX

PROJECT DESCRIPTION

Project includes Elkhart County has selected a site on Reliance Road for the new Court Complex. To accommodate the anticipated increase in traffic, several road improvements are required to enhance capacity. As the project is located in the River Race/US 33 TIF area, the Redevelopment Commission has committed \$1.5 million in TIF revenue toward these improvements, with the County contributing an additional \$500,000. The City of Goshen will oversee the design and construction, with work expected to begin in 2023.

PROJECT UPDATE

The project was awarded to Niblock Excavating. However, utility relocation delays have pushed the timeline. The intersection improvements at US 33 and Reliance Road, along with the roadway reconstruction to the south end of the Courthouse property, were completed before the end of the year. The remaining work, including a roundabout at Reliance Road and Peddlers Village Road, will be completed in 2025.

12. KERCHER WELLFIELD LAND PURCHASE

PROJECT DESCRIPTION

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

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

13. 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 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 2026.

14. 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

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

15. GOSHEN NEWS WAREHOUSE ACQUISITION

PROJECT DESCRIPTION

Project includes acquisition of the Goshen News Warehouse building on South 5th Street with the goal of relocating various City departments into the space. Additional goal is to improve the exterior appearance of the building.

PROJECT UPDATE

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

16. 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. A baseline budget review meeting based upon the current design is scheduled for early February and it is anticipated that a GMP will be established within the next few months. The estimated total project cost is approximately \$4 million, with \$3 million funded by an awarded City bond and the remainder covered by the RDC.

17. CENTURY DRIVE RECONSTRUCTION

PROJECT DESCRIPTION

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

PROJECT UPDATE

JPR has been hired as the consultant for this project. Survey work is complete and it is anticipated that this project will go out to bid in April 2025 for full construction yet this year. Goal is to complete construction prior to East College Avenue project commences next year.

18. 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 the consultant for this project. Goal is to bid the project late spring with construction to occur in 2025.

19. 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 this spring 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.

20. 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 feasible, the bridge would be constructed as part of the trail project.

PROJECT UPDATE

An RFP for this project will be issued this spring 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 2026 construction.