



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF February 11, 2025**

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

The Goshen Redevelopment Commission will meet on February 11, 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. CHANGES TO THE AGENDA

3. ELECTION OF OFFICERS

4. APPROVAL OF MINUTES

5. OLD BUSINESS

- a. Resolution 02-2025 – A Resolution of the Goshen Redevelopment Commission Authorizing the Purchase of Real Estate

6. NEW BUSINESS

RESOLUTIONS

- a. 03-2025 – Southeast EDA Bond Resolution
- b. 04-2025 – Amending Declaratory Resolution of the Goshen Redevelopment Commission

REQUESTS

- c. Request to approve Goshen Engineering recommendation and approve Egis to proceed with documenting the “No Build” alternative for the Blackport Drive Project
- d. Request to approve the purchase of three (3) one-year licenses for Appia Inspection Software

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 – March 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 January 14, 2025

The Goshen Redevelopment Commission met in a regular meeting 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.

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 Hessl, Brett Weddell, Bradd Weddell and Colin Yoder

Absent:

Mayor Leichty reappointed Commissioner Garber, Commissioner Hessl and Commissioner Graber to the Goshen Redevelopment Commission and administered the Oath of Office.

CHANGES TO THE AGENDA

Redevelopment Director Becky Hutsell requested that Resolution 02-2025 – A Resolution of the Goshen Redevelopment Commission Authorizing the Purchase of Real Estate – be tabled until next month.

A motion by Commissioner Weddell and seconded by Commissioner Graber to table Resolution 02-2025 until next month.

The motion was adopted unanimously.

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Hessl to approve the minutes of the December 10, 2024 regular meeting.

The motion was adopted unanimously.

OLD BUSINESS

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

Becky Hutsell, Redevelopment Director, as requested at the December RDC meeting, a man-hour justification is being provided by Abonmarche to supplement the construction inspection agreement amendment request. Rob Nichols, Abonmarche Consultants, is at the meeting and available for questions.

Rob Nichols, Abonmarche Consultants, stated that the contractor was not to blame for the delays. Utility delays and NIPSCO delay was 4 1/2 months.

Questions and discussions with Mr. Nichols regarding the utility delays, percentage of project completion.

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.

NEW BUSINESS

Resolution 01-2025 - A Resolution of the Goshen Redevelopment Commission Authorizing the Purchase of Real Estate

Becky Hutsell, Redevelopment Director, last fall a RFP was issued for the purchase of 65719 State Road 15. No full price offer was received. During the second 30-day window an offer was received below the listed price. The attached proposal shows an offer price of \$60,000, which is significantly lower than the RFP listed price of \$212,000. Ms. Hutsell explained the options to the Commission.

Discussion between Commission members regarding the low offer received and how to proceed with the next steps.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessel to reject the proposal and pursue private negotiations with a relator and authorize Redevelopment Director Becky Hutsell to accept offers with sale price of at least 90% of the appraised value.

The motion was adopted unanimously.

Request to Approve Change Order No. 7 for the 10th Street and Douglas Street Reconstruction Project

Dustin Sailor, Director of Public Works & Utilities, this change order is related to the addition of ADA & handicapped pavement markings on Douglas Street in the accessible parking area. The change order increases the contract by \$4,676.60 for a revised contract amount of \$4,529,204.68 and extend the project by 221 calendar days, making the final completion date June 6, 2025.

A motion was made by Commissioner Yoder and seconded by Commissioner Weddell to approve Change Order No. 7 for the 10th Street and Douglas Street Reconstruction Project.

The motion was adopted unanimously.

Request to Approve Optional Redemption Request for Economic Development Revenue Bond, Series 22 (East College Avenue)

Becky Hutsell, Redevelopment Director, The Trust Indenture, approved as part of the issuance of the Economic Development Revenue Bonds, Series 2022, 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.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessel to Approve Optional Redemption Request for Economic Development Revenue Bond, Series 22.

The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve payment of the Register of Claims totaling \$468,669.05.

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

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

OPEN FORUM

Commissioner Garber asked about the READI Grant and if any other local projects were awarded along with Cherry Creek and Ms. Hutsell responded that there were not.

Commissioner Bradd Weddell suggested have all utility relocations completed before projects are constructed and there was discussion between staff and commission members.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for February 11, 2025 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 3:58 p.m.

APPROVED on February 11, 2025.

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Jonathan Graber, Secretary

**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:

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| <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



GOSHEN REDEVELOPMENT COMMISSION
BOND RESOLUTION NO. 03-2025

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GOSHEN REDEVELOPMENT COMMISSION

BOND RESOLUTION NO. 03-2025

WHEREAS, IC 36-7-14 and IC 36-7-25 and all related and supplemental statutes as in effect on the issue date of the Bonds (defined below) including IC 5-1-14 (collectively, "Act") authorize the Redevelopment Commission ("Commission") of the City of Goshen, Indiana ("City") to establish an economic development area and to establish an allocation area within an economic development area providing for the distribution of Tax Increment (as hereinafter defined) generated within the allocation area;

WHEREAS, the Commission, on August 14, 2012, adopted Declaratory Resolution No. 69-2012, as amended by Declaratory Resolution No. 87-2013 adopted on November 12, 2013 and by Amending Declaratory Resolution adopted on February 11, 2025 (collectively, as amended, "Declaratory Resolution") consolidating and expanding the Southeast Economic Development Area and Southeast Allocation Area ("Allocation Area"), and the Declaratory Resolution was confirmed by Confirmatory Resolution No. 76-2012 on November 13, 2012, as amended by Confirmatory Resolution No. 01-2014 on January 14, 2014 and Amending Confirmatory Resolution anticipated to be adopted on March 11, 2025, following a public hearing (collectively with the Declaratory Resolution, "Area Resolution");

WHEREAS, pursuant to the Area Resolution, the Commission approved an economic development plan, as amended, for the Area ("Plan");

WHEREAS, pursuant to the Area Resolution and the Plan, the Commission designated, consolidated and expanded the Allocation Area for purposes of capturing all of the property tax proceeds attributable to the assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in IC 36-7-14-39(b)(1) ("Tax Increment") to pay lease rentals on leases and debt service on bonds issued to finance economic development projects and to pay certain other costs permitted by the Act and this Resolution;

WHEREAS, the total indebtedness of the Commission including the amount of the bonds authorized by this Resolution which are attributable to the Commission (assuming all such indebtedness constitutes debt in the statutory sense under IC 36-7-14-27), is \$11,860,000 and does not exceed any constitutional or statutory limitations on indebtedness, and the net assessed valuation of taxable property in the Goshen Redevelopment District, as shown by the last complete and full assessment for state and county taxes is \$1,779,620,050;

WHEREAS, the Commission finds that there is now outstanding a lease between the Commission and the Goshen Redevelopment Authority ("Authority"), dated as of April 25, 2015, as amended by Amendment No. 1 to Lease, dated as of May 18, 2025, with lease rentals payable from Tax Increment, and to the extent Tax Increment is not sufficient, a Special Benefits Tax, securing the Authority's Economic Development Lease Rental Refunding Bonds of 2015 ("Outstanding Obligations"), now outstanding in the amount of \$2,530,000;

WHEREAS, the Commission finds and determines that in order to proceed with the planning, replanning, development and redevelopment of the Area, it is necessary for the Commission to issue revenue bonds of the Goshen Redevelopment District ("District"), in the name of the City, payable from Tax Increment, on a parity with the Outstanding Obligations, and, to the extent Tax Increment is not sufficient, from a special benefits tax levied on all taxable property within the District ("Special Benefits Tax"), allocated and deposited as provided in this Resolution, in the aggregate principal amount not to exceed Eleven Million Eight Hundred Sixty Thousand Dollars (\$11,860,000) ("Bonds"), for the purpose of procuring funds to be applied on the cost of the construction of a fire station in, serving or benefiting the Area (collectively, "Project"), funding a debt service reserve or a debt service reserve surety, incidental expenses incurred in connection with the Project as provided in the Act and costs associated with issuance of the Bonds, including premiums for municipal bond insurance and/or a debt service reserve surety, if necessary ("Costs of the Project");

WHEREAS, the Commission hereby finds that it is in the best interests of the District to sell the Bonds by negotiated sale to an original purchaser or, in the alternative, by competitive sale;

WHEREAS, the Bonds to be issued under Section 3 of this Resolution are issued pursuant to the authority granted in the Act;

WHEREAS, the Common Council of the City will consider approval of the issuance of the Bonds;

WHEREAS, the Commission, upon adoption of the Bond Resolution, will publish and post a notice of determination to issue Bonds;

WHEREAS, the Commission will give notice of and hold a public hearing on the proposed additional appropriation of the Bond proceeds and will hold the public hearing prior to the closing for the Bonds; and

WHEREAS, the Commission has notified the Department of Local Government Finance of the creation, expansion and consolidation of the Area, will report to the Department of Local Government Finance the appropriation of the Bond proceeds, and will obtain all approvals required by law for the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE GOSHEN REDEVELOPMENT COMMISSION, AS FOLLOWS:

SECTION 1. DEFINITIONS. All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. All terms defined elsewhere in this Resolution shall have the meaning given in such definition. In this Resolution, unless a different meaning clearly appears from the context:

"Act" means IC 5-1-14, IC 36-7-14 and IC 36-7-25 and all related and supplemental acts in effect on the issue date of the Bonds.

"Allocation Area" means the Southeast Allocation Area.

"Allocation Fund" means the special fund established under the Act for the Tax Increment collected in the Allocation Area.

"Area" means the Southeast Economic Development Area.

"Bond Principal and Interest Account" means the Bond Principal and Interest Account created under Section 12.

"Bond Purchase Agreement" means the purchase agreement to be entered into between the Bond Purchaser and the Commission pursuant to Section 8.

"Bond Purchaser" means the original purchaser of the Bonds.

"Bond Resolution" or "Resolution" means this Bond Resolution, adopted by the Commission on February 11, 2025, and authorizing the issuance of the Bonds, as it may be supplemented and amended from time to time in accordance with its provisions.

"Bonds" means the Bonds, the Outstanding Obligations and any Parity Obligations.

"Capital Fund" means the Redevelopment District Capital Fund established under the Act as described in Section 11.

"City" means the City of Goshen, Indiana.

"Code" means the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Bonds, and the applicable judicial decisions and published rulings and any applicable regulations promulgated thereunder.

"Commission" means the Goshen Redevelopment Commission.

"Costs of the Project" means all costs of the Project as set forth in the recitals of this Resolution.

"Debt Service" means the principal of and interest on the Bonds, the Outstanding Obligations, lease rentals on any Parity Obligations which are leases, and any fiscal agency charges associated with the Bonds and the collection of Tax Increment for the Bonds.

"Debt Service Reserve Account" means the Debt Service Reserve Account created under Section 12.

"Debt Service Reserve Requirement" means the maximum annual principal and interest due on the Bonds or the least of: (i) the maximum annual principal and interest payable on Bonds; (ii) one hundred twenty-five percent (125%) of average annual principal and interest due on the Bonds; or (iii) ten percent (10%) of the issue price of the Bonds, as determined by the Clerk-Treasurer with the advice of the City's municipal advisor.

"District" means the Goshen Redevelopment District.

"General Account" means the General Account created under Section 12.

"Notice Address" means with respect to the City and the Commission:

City and Commission:

Goshen City Hall
202 South 5th Street, Suite 2
Goshen, IN 46528-3714
Attention: Clerk-Treasurer

Commission Attorney:

Mr. Don Shuler
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

The notice addresses of the Registrar and Paying Agent, if any, shall be set forth in the Acceptance attached hereto.

"Outstanding Obligations" means the Economic Development Lease Rental Refunding Bonds of 2015, dated June 19, 2015, now outstanding in the aggregate principal amount of \$2,530,000

"Owner" means a registered owner of the Bonds.

"Parity Obligations" means any obligations (including leases) of the Commission issued on a parity with the Bonds (as to the pledge of Tax Increment) under Section 13.

"Paying Agent" means the Clerk-Treasurer of the City or the Paying Agent so designated under Section 3(G) or any successor Paying Agent appointed under this Resolution.

"Project" means the construction of a fire station.

"Qualified Investments" means any direct obligation of the United States of America or other investment in which the Commission is permitted by Indiana law to invest at the time of investment.

"Registrar" means the Clerk-Treasurer of the City or the Registrar so designated under Section 3(G) or any successor Registrar appointed under Section 3(G) of this Resolution.

"State" means the State of Indiana.

"Tax Increment" means all real property tax proceeds from the assessed valuation of property in the Allocation Area in excess of the assessed valuation described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of the issuance of the Bonds.

SECTION 2. GRANTING CLAUSES.

(A) The Commission, in consideration of the premises and of the purchase and acceptance of the Bonds by the Owners, in order to secure the payment of the Debt Service on the Bonds, according to their tenor and effect and to secure the performance and observance by the Commission of all covenants expressed or implied herein and in the Bonds, does hereby pledge the rights, interests, properties, money and other assets described below ("Trust Estate") for the benefit of the Owners of the Bonds for the securing of the performance of the obligations of the Commission set forth in this Resolution, such pledge to be effective as set forth in IC 5-1-14-4 without the recording of this Resolution or any other instrument:

(1) All cash and securities now or hereafter held in the Capital Fund and the Allocation Fund, including the Bond Principal and Interest Account, the Debt Service Reserve Account and the General Account and the investment earnings thereon and all proceeds thereof (except to the extent transferred or disbursed from such funds and accounts from time to time in accordance with this Resolution);

(2) All Tax Increment, on a parity with the Outstanding Obligations, and, to the extent Tax Increment is not sufficient, Special Benefits Tax required to be deposited for the benefit of the Bonds or for the benefit of any subordinate obligations; and

(3) Any money hereinafter pledged to the Owners as security to the extent of that pledge;

provided, however, that if the Commission shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of Debt Service on the Bonds due, or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Owners of the outstanding Bonds of all sums of money due or to become due according to the provisions hereof, then this Resolution and the rights hereby granted shall cease, terminate and be void; otherwise this Resolution shall be and remain in full force and effect.

(B) This Resolution further witnesseth, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all these properties, rights and interests, including, without limitation, the amounts hereby pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Commission has agreed and covenanted, and does hereby agree and covenant, with the respective Owners, from time to time, of the Bonds, or any part thereof, as provided in this Resolution.

SECTION 3. THE BONDS. (A) (1) The Commission finds that all or a portion of the Costs of the Project may be paid from proceeds of the Bonds under the Act and that the Project will provide special benefits to property owners in the Area and will be of public use and benefit. The Commission further finds that in order to proceed with the planning, replanning, development and redevelopment of the Area, it is necessary for the Commission to issue revenue bonds of the District in the name of the City, payable from Tax Increment, on a parity with the Outstanding Obligations, and, to the extent Tax Increment is not sufficient, from a Special

Benefits Tax, allocated and deposited as provided in this Resolution, in the principal amount not to exceed Eleven Million Eight Hundred Sixty Thousand Dollars (\$8,860,000) to procure funds to be applied to the Costs of the Project.

(2) For the purpose of procuring funds to be applied to the Costs of the Project, the Commission, acting in the name of the City, shall borrow the principal amount not to exceed Eleven Million Eight Hundred Sixty Thousand Dollars (\$11,860,000) at a purchase price of not less than 99% of the par value thereof, and shall be issued in any denomination of Five Thousand Dollars (\$5,000) or integral multiples thereof, as determined by the Clerk-Treasurer with the advice of the City's municipal advisor. The Clerk-Treasurer is hereby authorized and directed to issue and sell to the Bond Purchaser the Bonds, payable as set forth in Sections 2 and 11, from Tax Increment and, to the extent Tax Increment is not sufficient, from a Special Benefits Tax and investment earnings on any cash or securities held in any of the funds or accounts established under this Resolution. The Bonds shall be issued by the Commission in the name of the City and shall be designated "Redevelopment District Tax Increment Revenue Bonds of ____" (to be completed with the year in which issued and series designation, if any). The purchase price of the Bonds, together with investment earnings on the proceeds of the Bonds, does not exceed the total as estimated by the Commission of all Costs of the Project.

(B) (1) The Bonds shall be issued in fully registered form and shall be lettered and numbered separately from one consecutively upward in order of maturity preceded by the letter "R" and with such further or alternate designation as the Registrar may determine.

(2) The Bonds shall be dated and accrue interest as of their date of delivery, at the rate or rates not to exceed 8% per annum (as determined by bidding or through negotiation with the Bond Purchaser). Interest on the Bonds shall be payable on each January 1 and July 1, beginning on the first January 1 or the first July 1 after the date of issuance of the Bonds, as determined by the Clerk-Treasurer with the advice of the City's municipal advisor, and shall accrue on a basis of twelve 30-day months for a 360-day year. The Bonds shall mature semiannually on January 1 and July 1 over a period ending no later than January 1, 2042 in such amounts as will retire the Bonds as soon as feasible while taking into account reasonable projections of available Tax Increment and reasonable coverage to market the Bonds. The Bonds may be subject to mandatory sinking fund redemption as determined upon sale of the Bonds. The City may receive payment for the Bonds in installments.

(C) If any of the Bonds are subject to mandatory sinking fund redemption, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any Bonds maturing on the same date and subject to mandatory sinking fund redemption which have previously been redeemed (other than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not previously applied as a credit against any redemption obligation. Each Bond so delivered or cancelled shall be credited by the Paying Agent at 100% of its principal amount against the mandatory sinking fund obligation on such mandatory sinking fund date, any excess of such amount shall be credited on future redemption obligations, and the principal amount of Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced. However, the Paying Agent shall credit the Bonds subject to mandatory

sinking fund redemption only to the extent received by the Paying Agent at least forty-five (45) days preceding the applicable mandatory redemption date as stated above.

(D) Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given to the Registrar at least 45 days prior to the date fixed for redemption and by the Registrar at least 30 days prior to the date fixed for redemption (unless this notice is waived by the Owner) by sending written notice by certified or registered mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceeding for the redemption of other Bonds. Such notice shall state the redemption date, the redemption price, the amount of accrued interest, if any, payable on the redemption date, the place at which Bonds are to be surrendered for payment and, if less than the entire principal amount of a Bond is to be redeemed, the portion thereof to be redeemed. Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of optional and mandatory redemption. If less than an entire maturity is called for redemption, the bonds to be redeemed shall be selected by lot by the Registrar. By the date fixed for redemption, due provision shall be made with the Registrar for the payment of the redemption price of the Bonds to be redeemed, plus accrued interest, if any, to the date fixed for redemption. When the Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners of such Bonds to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

(E) If fewer than all of the Bonds of a maturity are to be redeemed, the Registrar will select the particular Bonds to be redeemed by lot in such manner as it deems fair and appropriate. If any of the Bonds are subject to both optional and mandatory sinking fund redemption on the same date, the Bonds to be redeemed by optional redemption shall be selected first.

(F) (1) The Clerk-Treasurer of the City shall serve as the initial Registrar and the Paying Agent for the Bonds. The Clerk-Treasurer may appoint a duly qualified bank as Registrar and Paying Agent, which Registrar and Paying Agent will be charged with the performance of the duties and responsibilities of Registrar and Paying Agent as set forth herein. The Registrar and Paying Agent for the Bonds, if other than the Clerk-Treasurer, shall signify its acceptance of its duties by executing the acceptance attached to this Resolution. The Commission is further authorized to pay such fees as the Registrar and Paying Agent may charge for the services provided as Registrar and Paying Agent and such fees may be paid from the Bond Principal and Interest Account as Debt Service in addition to paying the principal of and interest on the Bonds or from the General Account.

(2) The Mayor and the Clerk-Treasurer are hereby authorized, on behalf of the Commission, to enter into such agreements or understandings with the Registrar and Paying Agent as will enable it to perform the services required of it.

(G) (1) The Bonds shall be authenticated with the manual or facsimile signature of an authorized representative of the Registrar. No Bond shall be valid or become obligatory for any purpose until the Certificate of Authentication on such Bond shall have been so executed. Subject to the provisions hereof for registration, the Bonds shall be negotiable under the laws of the State of Indiana.

(2) Each Bond shall be transferable or exchangeable only upon the books of the Commission kept for that purpose at the office of the Registrar by the owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the owners or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the owners, as the case may be, in exchange therefor. The Registrar shall not be obligated to make any exchange or transfer of Bonds following the fifteenth day of the month preceding an interest payment date on any Bonds until such interest payment date. The Registrar shall not be obligated (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of the Bonds or (b) to register, transfer or exchange the Bond selected, called or being called for redemption in whole or in part after mailing notice of such call. The City and the Registrar for the Bonds may treat and consider the person in whose name such Bond is registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof. The Bonds may be transferred or exchanged without cost to the owners except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange.

(3) If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new Bond, which in all respects shall be identical to the Bond which was mutilated, lost, stolen or destroyed including like date, maturity, series and denomination, except that such new Bond shall be marked in a manner to distinguish it from the Bond for which it was issued; provided that in the case of any Bond being mutilated, such mutilated Bond shall first be surrendered to the City and the Registrar; and in the case of Bonds being lost, stolen or destroyed, there shall be first furnished to the City and the Registrar evidence of such loss, theft or destruction satisfactory to the City and the Registrar, together with indemnity satisfactory to them. If any such lost, stolen or destroyed Bond shall have matured and be payable in accordance with its terms, instead of issuing a duplicate Bond, the City and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The City and the Registrar may charge the owner of the Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issued by reason of the Bond being lost, stolen or destroyed shall, with respect to such Bond, constitute a substitute contractual obligation of the City, whether or not the lost, stolen or destroyed Bond shall be found at any time, and every such Bond shall be entitled to all the benefits of this Resolution, equally and proportionately with any and all other Bonds duly issued hereunder.

(H) The City has determined that it may be beneficial to the City to have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York ("Depository Trust Company") and have

transfers of the Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). Such book-entry Bonds shall be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this Resolution. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this Resolution shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the

register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this Resolution.

If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this Resolution and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

(I) The final principal payment of each Bond shall be payable in lawful money of the United States of America upon presentation at the office of the Paying Agent. Principal (except

for the final payment) and interest on the Bonds shall be paid by check mailed to each owner at the address as it appears on the registration books kept by the Registrar as of the fifteenth day of the month preceding the interest payment date or at such other address as provided to the Registrar in writing by such owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. Notwithstanding anything to the contrary herein, the Bonds shall not be required to be presented or surrendered to receive payment in connection with any mandatory sinking fund redemption until the final maturity date of the Bonds or earlier payment in full of the Bonds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

(J) THE BONDS DO NOT CONSTITUTE A CORPORATE OBLIGATION OF THE CITY BUT CONSTITUTE AN OBLIGATION OF THE DISTRICT AS A SPECIAL TAXING DISTRICT, IN THE NAME OF THE CITY, PAYABLE SOLELY FROM THE TRUST ESTATE. THE DISTRICT IS NOT OBLIGATED TO PAY THE DEBT SERVICE ON THE BONDS FROM ANY SOURCE OTHER THAN THE SOURCES DESCRIBED ABOVE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE BONDS.

SECTION 4. COVENANT TO LEVY TAX. The Special Benefits Tax of the District is hereby irrevocably pledged to the punctual payment of the principal of and the interest on the Bonds according to their terms. In order to provide for the payment of the principal of and interest on the Bonds, to the extent Tax Increment is not sufficient, there shall be levied in each year upon all taxable property in the District, real and personal, and collected the Special Benefits Tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they become due and the proceeds of this tax are hereby pledged solely to the payment of the Bonds. Such tax proceeds shall be deposited into the Bond Principal and Interest Account of the Allocation Fund and used to pay the principal of and interest on the Bonds, when due, together with any fiscal agency charges.

SECTION 5. FORM OF THE BONDS.

(A) Form of the Bonds. The form and tenor of the Bonds shall be substantially as follows (all blanks to be properly completed prior to the preparation of the Bonds):

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Goshen Redevelopment Commission, acting in the name of the City of Goshen, Indiana, or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR

OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

No. R- _____

STATE OF INDIANA UNITED STATES OF AMERICA COUNTY OF ELKHART

GOSHEN REDEVELOPMENT DISTRICT TAX INCREMENT REVENUE BOND OF _____

[INTEREST RATE] [MATURITY DATE] ORIGINAL DATE AUTHENTICATION DATE [CUSIP]

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Goshen Redevelopment Commission ("Commission"), acting in the name of the City of Goshen, Indiana ("City"), for value received, hereby acknowledges itself indebted and promises to pay, but solely from Tax Increment, on a parity with the Outstanding Obligations, and to the extent Tax Increment is not sufficient, from a Special Benefits Tax (each as defined in the Bond Resolution defined below) and the funds held under the Bond Resolution to the registered owner (named above) or registered assigns, the Principal Amount set forth above[, or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the registered owner making payment for this Bond, or its assigns,] on [the Maturity Date set forth above] OR [on January 1 and July 1 as set forth on Exhibit A attached hereto] (unless paid or redeemed earlier as hereinafter provided), and to pay interest thereon at the rate[s] per annum [stated above] OR [set forth on Exhibit A attached hereto] from [the dates of payment made on this Bond,] OR [the interest date to which interest has been paid next preceding the date of authentication of this Bond from the interest payment date immediately preceding the date of authentication of this Bond unless this Bond is authenticated on or before ____ 15, 20__, in which case interest shall be paid from the Original Date,] or unless this Bond is authenticated between the fifteenth day of the month preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on January 1 and July 1 of each year, commencing ____ 1, 20__. Interest shall be calculated on the basis of twelve 30-day months for a 360-day year. [The schedule of advances is shown on Exhibit A attached hereto.]

The principal of and premium, if any, on this Bond is payable in lawful money of the United States of America upon presentation at the office of the Paying Agent or at the principal corporate trust office of any successor paying agent appointed under the Bond Resolution hereinafter defined. Interest on this Bond shall be paid by check mailed to the registered owner of this Bond at the address as it appears on the registration books kept by the Registrar as of the fifteenth day of the month preceding the interest payment date or at such other address as is

provided to the Registrar in writing by the registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. [Notwithstanding anything to the contrary herein, the Bonds shall not be required to be presented or surrendered to receive payment in connection with any mandatory sinking fund redemption until the final maturity date of the Bonds or earlier payment in full of the Bonds.] The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

[The Bonds shall be initially issued in a Book Entry System (as defined in the Bond Resolution). The provisions of this Bond and of the Bond Resolution are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OF THE CITY BUT CONSTITUTES AN OBLIGATION OF THE GOSHEN REDEVELOPMENT DISTRICT ("DISTRICT") AS A SPECIAL TAXING DISTRICT, IN THE NAME OF THE CITY, PAYABLE SOLELY FROM THE TRUST ESTATE (AS DEFINED IN THE BOND RESOLUTION). THE DISTRICT IS NOT OBLIGATED TO PAY THE DEBT SERVICE ON THESE BONDS FROM ANY SOURCE OTHER THAN THE SOURCES DESCRIBED ABOVE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond is [the only] one of an authorized issue of bonds of the District[, of like date, tenor and effect, except as to numbering, interest rate, and dates of maturity,] with an aggregate principal amount of \$ _____, designated "Redevelopment District Tax Increment Revenue Bonds of _____" ("Bonds"). The Bonds are numbered consecutively from R-1 upwards and are issued pursuant to the Bond Resolution adopted by the Commission on February 11, 2025 ("Bond Resolution") and in strict compliance with IC 5-1-14-4, IC 36-7-14, IC 36-7-25 and all related and supplemental acts as in effect on the issue date of the Bonds (collectively, "Act"), to procure funds to be applied to the Costs of the Project (as defined in the Bond Resolution), including issuance expenses of the Bonds and funding, [capitalized interest] a debt service reserve [surety][, a premium for municipal bond insurance] [a premium for a debt service reserve surety]. The Project consists of the construction of fire station improvements in, serving or benefiting the Southeast Economic Development Area ("Area"), an economic development area under the Act.

The Bonds are all equally and ratably secured by and entitled to the protection of the Bond Resolution. Additional Bonds and Parity Obligations (each as defined in the Bond Resolution) may be issued as described in the Bond Resolution. To secure payment of the Debt Service (as defined in the Bond Resolution) on the Bonds and performance of all other covenants of the City and the District under the Bond Resolution, the Commission, acting in the name of the City, pursuant to the Bond Resolution, has pledged Tax Increment, on a parity with the Outstanding Obligations, and, to the extent Tax Increment is not sufficient, a Special Benefits Tax and the funds and accounts held under the Bond Resolution to the Bonds. Reference is hereby made to the Bond Resolution for a description of the rights, duties and obligations of the

Commission, the District, and the owner of the Bonds, the terms and conditions upon which the Bonds are issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity, or will be deemed to be paid and discharged upon the making of provisions for payment therefor. Copies of the Bond Resolution are on file at the office of the Commission. THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE BOND RESOLUTION.

The Bonds of this issue maturing on _____ 15, 20__, and thereafter, are redeemable at the option of the City on _____ 15, 20__, or any date thereafter, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value together with [no premium] [the following premiums:

___% if redeemed on _____ 1, 20__ or thereafter
 on or before _____ 1, 20__;
 ___% if redeemed on _____ 1, 20__ or thereafter
 on or before _____ 1, 20__;
 ___% if redeemed on _____ 1, 20__, or thereafter
 prior to maturity;]

plus in each case accrued interest to the date fixed for redemption.

[The Bonds maturing on _____ 15, _____ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on January 1 and July 1 on the dates and in the amounts set forth below:

| | | | |
|-------------|-------------------|-------------|-------------------|
| | <u>Term Bonds</u> | | <u>Term Bonds</u> |
| <u>Date</u> | <u>Amount</u> | <u>Date</u> | <u>Amount</u> |
| * | | * | |

* Final Maturity]

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of optional [and mandatory] redemption. If less than an entire maturity is called for redemption, the bonds to be redeemed shall be selected by lot by the Registrar. [If some bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the bonds for optional redemption before selecting the bonds by lot for the mandatory sinking fund redemption.]

Notice of any redemption shall be given by the Registrar at least 30 days prior to the date fixed for redemption (unless notice is waived by the Owners of the Bonds) by sending written notice by certified or registered mail to the Owners of the Bonds to be redeemed in whole or in part at the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceeding for the redemption of other Bonds. Such notice shall state the redemption date, the redemption price, the amount of accrued interest, if any, payable on the redemption date, the place at which the Bonds are to be surrendered for payment and, if less than the entire principal amount of the Bond is to be redeemed, the portion thereof to be redeemed. By the date fixed for

redemption, due provision shall be made with the Registrar for the payment of the redemption price of the Bonds to be redeemed, plus accrued interest, if any, to the date fixed for redemption. When the Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners of such Bonds to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

If fewer than all of the Bonds are to be redeemed, the Registrar will select the particular Bonds to be redeemed by lot in such manner as it deems fair and appropriate. Each principal amount shall be considered a separate bond for purposes of redemption.

The Commission reserves the right to authorize and issue additional bonds or enter into leases payable from Tax Increment ranking on a parity with the Bonds ("Parity Obligations"), for the purpose of raising money for future economic development costs or local public improvements permitted by the Act in the Area or to refund the Bonds, or Parity Obligations as provided in the Bond Resolution. The Bonds and the Parity Obligations are referred to collectively as the "Bonds" as the context may require.

The Commission may, without the consent of, or notice to, the registered owners of this Bond, adopt a supplemental resolution to the Bond Resolution under certain circumstances as described in the Bond Resolution.

The owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in the Bond Resolution to the contrary notwithstanding, to consent to and approve the adoption by the Commission of such supplemental resolutions as shall be deemed necessary and desirable by the Commission for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Bond Resolution or in any supplemental resolution other than those provisions covered by the paragraph above.

This Bond is transferable or exchangeable only upon the books of the Commission kept for that purpose at the office of the Registrar by the Registered Owners as provided in the Bond Resolution.

This Bond shall be issued in fully registered form in \$5,000 denominations or any integral multiple thereof.

If this Bond shall have become due and payable in accordance with its terms or shall have been duly called for redemption or irrevocable instructions to call this Bond or a portion thereof for redemption shall have been given, and the whole amount of the principal of and interest so due and payable on this Bond or portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) noncallable, direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations

of any state of the United States of America or any political subdivision thereof, the full payment of principal of and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case this Bond shall no longer be deemed outstanding or an indebtedness of the District.

[The Commission has designated the bonds as qualified tax-exempt obligations to qualify the bonds for the \$10,000,000 exception from the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986 relating to the disallowance of the deduction for interest expense allocable to tax-exempt obligations.]

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance, sale and delivery of this Bond have been properly done, happened and performed in regular and due form as prescribed by law, and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the authorized representative of the Registrar.

IN WITNESS WHEREOF, the Goshen Redevelopment Commission has caused this Bond to be executed by the manual, electronic or facsimile signature of the Mayor, in the name of the City, for and on behalf of the Redevelopment District of the City, and attested by the manual, electronic or facsimile signature of the Clerk-Treasurer of the City, who has caused the seal of City to be impressed or a facsimile thereof to be printed hereon.

CITY OF GOSHEN, INDIANA

Mayor

(SEAL)

Attest:

Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution.

_____, as Registrar

Authorized Representative

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with
right of survivorship and
not as tenants in common

UNIF TRANS MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Transfers to Minors
Act _____
(State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____
(insert name, address and federal tax identification number)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the within Bond on the books kept for the registration thereof with full power of substitution in the premises.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every

recognized signature guarantee program.

particular, without alteration or enlargement or any change whatsoever.

[EXHIBIT A

[Schedule of Advances]

(End of Bond Form)

(B) Form of Parity Obligations. The form of any Parity Obligations shall be set forth in the resolution approving the issuance of such Parity Obligations.

SECTION 6. SALE OF THE BONDS. (A) Prior to the sale of the Bonds, the Clerk-Treasurer may cause to be published: (i) a notice of such sale two (2) times at least one (1) week apart in the newspaper or newspapers in accordance with IC 5-1-11-2(a) and IC 5 1-11-1(a)(1) which meets the requirements of IC 5-3-1, with the first publication occurring at least fifteen (15) days prior to the sale date and the second publication occurring at least three (3) days prior to the sale date; (ii) a notice of intent to sell bonds in the *Indianapolis Business Journal* and the newspaper or newspapers which meet the requirements of IC 5-3-1, as described in (i) above, all in accordance with IC 5-1-11-2(b) and IC 5 1-11-1(a)(1) and IC 5-3-1; (iii) a notice or notices as determined by the Clerk-Treasurer, upon the advice of the City's municipal advisor, to assist the City with the sale of the Bonds pursuant to IC 5-1-11-1(a)(2); or (iv) the City may negotiate a sale with a potential bidder, upon the advice of the City's municipal advisor. A notice or summary notice of sale may also be published one time in the *Indianapolis Business Journal*, and a notice or summary notice may also be published in *The Bond Buyer* in New York, New York. The notice shall state the character and amount of the Bonds, the maximum rate of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Clerk-Treasurer and the attorneys employed by the City shall deem advisable and any summary notice may contain any information deemed so advisable. The notice will also state that the winning bidder will agree to assist the City in establishing the issue price under Treas. Reg. Section 1.148-1(f) ("Issue Price Regulation"). The criteria for establishing the issue price under the Issue Price Regulation shall be set forth in the Preliminary Official Statement and/or the bid form. The notice may provide, among other things, that electronic bidding will be permitted and that the successful bidder shall be required to submit a certified or cashier's check or wire transfer in an amount equal to 1% of the principal amount of the Bonds described in the notice within twenty-four hours of the sale and that in the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then said check and the proceeds thereof shall be the property of the City and shall be considered as its liquidated damages on account of such default; that bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-eighth (1/8), one-twentieth (1/20) or one-hundredth (1/100) of one percent (1%). No conditional bid or bids for less than 99% of the face value of the Bonds will be considered.

The Bonds shall be awarded by the Clerk-Treasurer to the best bidder who has submitted its bid in accordance with the terms of this Resolution, IC 5-1-11 and the notice of sale or notice of intent to sell, as the case may be. The award will be made to the best bidder complying with the terms of sale and offering the lowest true interest cost to the City, to be determined by computing the total present value as of the date of delivery of the Bonds of all debt service payments on the Bonds on the basis of semiannual compounding. The right to reject any and all bids is hereby reserved. For a competitive sale, if no acceptable bid is received at the time fixed in the notice for sale of the Bonds, the Clerk-Treasurer shall be authorized to continue to receive bids from day to day thereafter for a period not to exceed thirty (30) days, without re-advertising, but during such continuation, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for such sale in the notice. No conditional bid or bid for less than all of the Bonds will be considered.

In the alternative, the Clerk-Treasurer is hereby authorized to sell the Bonds to the Bond Purchaser at a negotiated private sale, upon receipt of the purchase price, including interest accrued to the date of delivery, if any, in immediately available funds, pursuant to the terms of the Bond Purchase Agreement. The Bonds shall be sold to the Bond Purchaser at a price of not less than 99% of par. The Bond Purchase Agreement will also state that the Bond Purchaser or placement agent, as the case may be, will agree to assist the Commission in establishing the issue price of the Bonds under Treas. Reg. Section 1.148-1(f).

(B) Prior to the delivery of the Bonds, the Clerk-Treasurer shall obtain a legal opinion addressed to the Commission as to the validity of the Bonds from Ice Miller LLP of Indianapolis, Indiana, bond counsel, and shall furnish such opinion to the Bond Purchaser. The cost of such opinion shall be considered as part of the costs incidental to these proceedings and shall be paid out of proceeds of the Bonds.

(C) Accrued interest, if any, received from the sale of the Bonds shall be deposited in the Bond Principal and Interest Account established under Section 11. Proceeds of the Bonds in an amount not to exceed the Debt Service Reserve Requirement may at the direction of the Mayor or the Clerk-Treasurer upon advice of the City's financial advisor, be deposited in the Debt Service Reserve Account. The remaining proceeds of the Bonds shall be deposited in the Capital Fund.

SECTION 7. DELIVERY OF INSTRUMENTS. The Commission hereby authorizes and directs the Mayor, the Clerk-Treasurer, the President and Secretary of the Commission, and each of them, for and on behalf of the City, the Commission and the District, to prepare, execute and deliver any and all instruments, letters, certificates, agreements and documents as the executing official or Ice Miller LLP determines is necessary or appropriate to consummate the transactions contemplated by this Resolution, including the Bond Purchase Agreement and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents, including the Bonds, necessary or appropriate to consummate the transactions contemplated by this Resolution shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the Commission, acting in the name of the City, the full performance and satisfaction of which by the Commission are hereby authorized and directed.

SECTION 8. BOND PURCHASE AGREEMENT. The Commission hereby approves the use of a Bond Purchase Agreement, by which the Bonds are to be sold to the Bond Purchaser if the Bonds are to be sold by negotiated sale. The President of the Commission is hereby authorized and directed to execute, and the Secretary of the Commission is hereby authorized and directed to attest the Bond Purchase Agreement with such changes and revisions thereto as they deem necessary or appropriate to consummate the transactions contemplated thereby. Such execution and attestation shall be conclusive evidence of their approval of such changes and revisions. The Bond Purchase Agreement in the form executed shall constitute the valid and binding obligation of the Commission, acting in the name of the City, the full performance and satisfaction of which by the Commission are hereby authorized and directed.

SECTION 9. OFFICIAL STATEMENT; CONTINUING DISCLOSURE; INVESTMENT LETTER; BOND INSURANCE. (A) The preparation and distribution of the Official Statement (preliminary and final) describing the Bonds is approved and authorized. The President or Vice President of the Commission is hereby authorized to execute the Official Statement and to designate the preliminary Official Statement as "nearly final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

If an Official Statement is not required, upon delivery of the Bonds, the City shall obtain an investment letter from the Bond Purchaser, as a condition precedent to issuing the Bonds, to the effect that by acceptance of the Bonds, the Bond Purchaser is deemed to have agreed to all of the terms and provisions of this Resolution as set forth in the Bond Purchase Agreement.

(B) If the Bonds are subject to Rule 15c2-12, then with respect to the Bonds, the President of the Commission is hereby authorized to execute and deliver a continuing disclosure undertaking upon delivery of the Bonds ("Undertaking"). The Commission covenants, to the extent permitted by law, that it will comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provision of this Resolution, failure of the Commission to comply with the Undertaking shall not be considered an event of default under the Bonds or this Resolution.

(C) If the municipal advisor to the Commission certifies to the Commission that it would be economically advantageous for the Commission to obtain a municipal bond insurance policy for the Bonds, the Commission hereby authorizes the purchase of such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous if the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bonds insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy. If such an insurance policy is purchased, the Mayor and the Clerk-Treasurer are hereby authorized to execute and deliver all agreements with the provider of the policy to the extent necessary to comply with the terms of such insurance policy and the commitment to issue such policy and such agreements shall be deemed a part of this Resolution.

SECTION 10. EXECUTION OF THE BONDS. The Mayor of the City is hereby authorized and directed to execute the Bonds with his or her manual, electronic or facsimile signature, and the Clerk-Treasurer is hereby authorized and directed to have the Bonds prepared, attest the Bonds with his or her manual, electronic or facsimile signature, and cause the seal of

the City to be impressed or a facsimile thereof to be printed on the Bonds, all in the form and manner herein provided. If any officers whose signature, electronic signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds such signature shall nevertheless be used and sufficient for all purposes the same as if such officer had remained in officer until the date of delivery of the Bonds even though such officer may not have been so authorized or have held such office. Upon the consummation of the sale of the Bonds, the Clerk-Treasurer shall receive from the Bond Purchaser the amount to be paid for the Bonds and deliver the Bonds to the Bond Purchaser.

SECTION 11. REDEVELOPMENT DISTRICT CAPITAL FUND. (A) The Redevelopment District Capital Fund is established pursuant to IC 36-7-14-26. Proceeds of the Bonds deposited in the Capital Fund shall be deposited in a separate account of the Commission, acting in the name of the City, and kept separate and apart from all other funds of the City, the Commission and the District and may be invested only in Qualified Investments as permitted by law. The Clerk-Treasurer shall administer the moneys in the Capital Fund in accordance with this Resolution. The proceeds in the Capital Fund and investment earnings on amounts in the Capital Fund shall be expended only to pay the Costs of the Project and Debt Service on the Bonds. The remaining proceeds of the Bonds shall be applied to pay remaining Costs of the Project.

(B) Before the eleventh day of each calendar month, the Clerk-Treasurer shall notify the Commission of the amount in the Capital Fund at the close of business on the last day of the preceding month.

(C) The Clerk-Treasurer shall disburse from the Capital Fund the amount required for the payment of the remaining Costs of the Project upon the receipt of duly authorized claims filed in accordance with Indiana law and approved by the Commission.

(D) If, after payment of all claims tendered under the provisions of this Section, any funds shall remain in the Capital Fund, the Clerk-Treasurer shall transfer all moneys then in the Capital Fund (except moneys reserved to pay any disputed or unpaid claims), as directed by the Mayor and the Commission, to the Bond Principal and Interest Account to pay Debt Service on the Bonds, to fund or replenish the Debt Service Reserve Account, or to reduce the amount of Tax Increment allocated to the Commission, in accordance with IC 5-1-13, as amended from time to time.

SECTION 12. FLOW OF FUNDS. (A) Creation of Funds and Accounts.

(1) There is hereby created in the Allocation Fund a Bond Principal and Interest Account, a Debt Service Reserve Account and a General Account. The Allocation Fund, which also serves as the redevelopment district bond fund for purposes of IC 36-7-14-27(c), and the accounts created thereunder shall be held by the Clerk-Treasurer. All Tax Increment shall immediately upon receipt by the City be set aside in the following Accounts, in the following order of priority and to the extent indicated below:

(a) Bond Principal and Interest Account;

- (b) Debt Service Reserve Account; and
- (c) General Account.

Tax Increment shall be held in trust and pledged for the benefit of the owners of the Bonds and shall be applied, used and withdrawn only for the purposes authorized in this Section 11.

(2) The Tax Increment and amounts in the Allocation Fund shall be invested in Qualified Investments at the direction of the Clerk-Treasurer. Interest earned in each fund or account shall be credited to such fund or account.

(B) Bond Principal and Interest Account. Upon each distribution of Tax Increment, there shall immediately be set aside from the Allocation Fund and deposited into the Bond Principal and Interest Account, an amount of money sufficient, to pay the principal of and interest on the Bonds, on a parity with the Outstanding Obligations, on the next January 1 or July 1. No deposit need be made to the Bond Principal and Interest Account to the extent that the amount contained therein is at least equal to the principal of and interest becoming due and payable on all outstanding Bonds on the next January 1 or July 1. All money in the Bond Principal and Interest Account shall be used and withdrawn solely for the purpose of paying Debt Service (and the redemption premium, if any) on the Bonds as they shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

The Special Benefits Tax shall be levied on all taxable property in the District to the extent Tax Increment is not sufficient to pay the debt service due on the Bonds. Each year on July 1, or when the City prepares its budget, the Commission shall estimate the amount of Tax Increment expected to be collected in the subsequent calendar year. To the extent that Tax Increment to be distributed in the subsequent calendar year and funds on deposit in the General Account and the Debt Service Reserve Account are not available or are not expected to be available on the dates on which debt service payments are due in the bond year ending on the bond payment date immediately succeeding the end of the calendar year for which the budget is being prepared, the Commission shall annually levy a tax on all taxable property in the District in accordance with IC 36-7-14-27 in an amount sufficient, with Tax Increment to be distributed in the subsequent calendar year, and funds on deposit in the General Account which will be available on the dates on which Debt Service payments are due in the subsequent bond year, to produce the necessary funds with which to pay the Debt Service on their due dates. Upon receipt, the Special Benefits Tax will be deposited in the Bond Principal and Interest Account of the Allocation Fund and if actual receipts from Tax Increment, amounts in the General Account and Debt Service Reserve Account and the Special Benefits Tax are insufficient to pay any debt service due on the Bonds, the Commission shall immediately initiate proceedings to levy a tax on all taxable property in the District in accordance with IC 36-7-14-27 sufficient to pay any shortfall, taking into account anticipated Tax Increment collections applied solely to debt service due on the Bonds.

(C) Debt Service Reserve Account. The Debt Service Reserve Account may be satisfied with cash, a debt service reserve surety bond, bond proceeds or any combination thereof. If the City determines to deposit any proceeds of the Bonds in the Debt Service Reserve

Account, such proceeds shall be deposited in the Debt Service Reserve Account upon issuance of the Bonds. After making the deposits to the Bond Principal and Interest Account described in (B) Tax Increment shall be deposited in the Debt Service Reserve Account over a period not to exceed five years until the balance equals the Debt Service Reserve Requirement. If, at the end of such five-year period, the balance is less than the Debt Service Reserve Requirement, all Tax Increment not required for the Bond Principal and Interest Account shall be deposited in the Debt Service Reserve Account until the balance equals the Debt Service Reserve Requirement. Moneys deposited and maintained in the Debt Service Reserve Account shall be applied to the payment of the principal of and interest on the Bonds to the extent that amounts in the Bond Principal and Interest Account and the General Account are insufficient to pay Debt Service when due and payable. If moneys in the Debt Service Reserve Account are transferred to the Bond Principal and Interest Account to pay Debt Service on the Bonds, the Commission shall levy the Special Benefits Tax to restore the Debt Service Reserve Account for the sole purpose of paying principal and interest on the Bonds pursuant to IC 36-7-14-27. Any moneys in the Debt Service Reserve Account in excess of the Debt Service Reserve Requirement shall be deposited in the General Account and applied as set forth in subsection (D).

The surety bond must be issued by an insurance company rated in the highest rating category by Standard & Poor's Corporation and Moody's Investors Service. If a surety bond is purchased, the Mayor and the Clerk-Treasurer are hereby authorized to execute and deliver all agreements with the provider of the surety bond necessary to comply with the terms of such surety bond.

The Commission, upon the advice of its municipal advisor, hereby finds that funding the Debt Service Reserve Account is reasonably required and that the Debt Service Reserve Requirement is no larger than necessary to market the Bonds. The Commission further finds that the Debt Service Reserve Requirement is directly related to the Project because the Bond Purchaser would not purchase the Bonds without the Debt Service Reserve Account.

The debt service reserve requirement, if any, for any Parity Obligations shall be set forth in the resolution authorizing the Parity Obligations. Such resolution may amend the definition of the Debt Service Reserve Requirement to include the Parity Obligations without obtaining the consent of the owners of the outstanding Bonds.

(D) General Account. After making the deposits described in (A), (B) and (C), any remaining Tax Increment shall be deposited in the General Account of the Allocation Fund and shall be available in the following order of priority:

- (1) to pay Debt Service due on the Bonds;
- (2) to fund or replenish the Debt Service Reserve Account;
- (3) to pay debt service due on any subordinate obligations;
- (4) at the option of the Commission, to pay, or reimburse the City for, the costs of acquiring or constructing additional local public improvements in or physically connected to the Area;

(5) at the option of the Commission, to redeem or purchase the Bonds prior to maturity; or

(6) for any other purposes permitted by the Act, including distributions to the taxing units as provided under the Act.

(E) No Prior Liens. The Commission, acting in the name of the City, represents and warrants that, except for the Outstanding Obligations, there are no prior liens, encumbrances or other restrictions on the Tax Increment or on the City's ability to pledge the Tax Increment, on a parity with the Outstanding Obligations, for the benefit of the Owners of the Bonds.

SECTION 13. ISSUANCE OF ADDITIONAL BONDS. (A) Parity Obligations - Tax Increment. The Commission reserves the right to authorize and issue Parity Obligations of the Commission (payable from Tax Increment), acting in the name of the City, payable from Tax Increment for the purpose of raising money for future local public improvements or economic development projects in, serving or benefiting the Area or to refund the Bonds or other Parity Obligations. If any Parity Obligations are issued pursuant to this Section 13, the term "Bonds" in this Bond Resolution shall, unless the context otherwise requires, be deemed to refer to the Bonds and such Parity Obligations. The authorization and issuance of such Parity Obligations, which shall be payable from Tax Increment, shall be subject to the following conditions precedent:

(1) All interest and principal payments with respect to all obligations payable from Tax Increment shall be current to date in accordance with the terms thereof, with no payment in arrears;

(2) For Parity Obligations payable from Tax Increment without a special benefits tax levy under IC 36-7-14-27, another property tax levy or a pledge of local option income taxes, the Commission shall have received a certificate prepared by an independent, qualified accountant ("Certifier") certifying the amount of Tax Increment estimated to be received in each succeeding year, adjusted as provided below, which estimated amount shall be at least equal to one hundred twenty-five percent (125%) of the lease rental and debt service requirements with respect to the outstanding Bonds, the Outstanding Obligations and the proposed Parity Obligations for each respective year during the term of the outstanding Bonds and the Outstanding Obligations. In estimating the Tax Increment to be received in any future year, the Certifier shall base the calculation on assessed valuation actually assessed or estimated to be assessed as of the assessment date immediately preceding the issuance of the Parity Obligations; provided, however, the Certifier shall adjust such assessed values for the current and future reductions of real property tax abatements granted to property owners in the Allocation Area. If the Parity Obligations are secured by a special benefits tax levy under IC 36-7-4-27, another property tax levy or a pledge of local option income taxes, the requirements of this paragraph (2) does not need to be met; and

(3) Principal of any Parity Obligations or junior obligations and lease rentals on Parity Obligations that are leases shall be payable semiannually on January 1 and July 1 and interest shall be payable semiannually on January 1 and July 1.

(B) Subordinate Obligations. The Commission, acting in the name of the City, may issue bonds or other obligations or enter into leases which are junior and subordinate to the Bonds as to the pledge of Tax Increment. The terms and conditions of such subordinate obligations will be set forth in a resolution adopted by the Commission. Principal of and interest on any subordinate obligations and lease rentals shall be payable on January 1 and July 1 out of Tax Increment as set forth in Section 11.

SECTION 14. TAX COVENANTS. (A) In order to preserve the exclusion from gross income of interest on Bonds under the Code and as an inducement to the Bond Purchaser, the Commission represents, covenants and agrees that:

(1) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity, other than the Commission, the City or another state or local government unit, will use more than 10% of the proceeds of the Bonds or property financed by proceeds of the Bonds other than as a member of the general public. The Project consists of the construction of fire station improvements in, serving or benefiting the Area and will be available for general public use. No person or entity, other than the Commission, the City or another state or local governmental unit, will own property financed by Bonds proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as a take-or-pay or output contract or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from the use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds. If the City or the Commission enters into a management contract for the Project, the terms of the contract will comply with IRS Revenue Procedure 2017-13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds.

(2) No more than 10% of the payment of the principal of or interest on the Bonds will be (under the terms of the Bonds, this Resolution or any underlying arrangement), directly or indirectly, (i) secured by any interest in bond-financed property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the Commission) in respect of such bond-financed property or borrowed money used or to be used for a private business use. The Commission acknowledges that taxpayers in the Area will pay the City and the other taxing units in the Area all taxes levied on real and personal property in accordance with Indiana law. These taxes of general applicability and the taxpayers in the Area have not entered into any agreements, contracts, guarantees or other arrangements with the Commission with respect to the payment of property taxes or the Bonds.

(3) No more than 5% of the Bonds proceeds will be loaned to any entity or person. No more than 5% of the Bonds proceeds will be transferred, directly or indirectly, or deemed transferred to any person or entity other than another state or local

governmental unit in any manner that would in substance constitute a loan of the Bonds proceeds.

(4) The Commission reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (1) and (2) above or the private loan test described in paragraph (3) above during the entire term of the Bonds.

(5) No more than 5% of the proceeds of the Bonds will be attributable to private business use as described in (1) and private security or payments described in (2) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(6) The Commission and the City will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will it act in any other manner which would adversely affect such exclusion; and the Commission and the City will not make any investment or do any other act or thing during the period that the Bonds are outstanding which would cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Commission and the City covenant and agree not to enter into any contracts or arrangements which would cause the Bonds to be treated as private activity bonds under Section 141 of the Code.

(7) The Bonds are not private activity bonds as defined in Section 141 of the Code.

(8) The Bonds are not federally guaranteed under Section 149(b) of the Code.

(9) The covenants in this Section 13 are based solely on current law in effect and in existence on the date of issuance of the Bonds. It shall not be an event of default under this Resolution if interest on the Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Bonds.

(10) All officers, members, employees and agents of the Commission and the City are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Commission as of the dates the Bonds are issued, and to enter into covenants evidencing the Commission's commitments made in this Resolution. In particular, all or any officers of the Commission and the City are authorized to certify and enter into covenants for the Commission regarding the facts and circumstances and reasonable expectations of the Commission on the dates the Bonds are issued and the commitments made by the Commission regarding the amount and use of the proceeds of the Bonds.

(B) Notwithstanding any other provisions of this Resolution, the covenants and authorizations contained in this Resolution ("Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income for federal tax purposes ("Tax Exemption") need not be complied with if the Commission receives an opinion of nationally recognized bond counsel satisfactory to the Commission that any Tax Section is unnecessary to preserve the Tax Exemption.

(C) Any Parity Obligations will be subject to the tax covenants set forth in the resolution authorizing the issuance of such Parity Obligations.

SECTION 15. CONTRACTUAL NATURE OF THIS RESOLUTION. (A) The provisions of this Resolution shall constitute a contract by and between the Commission, acting in the name of the City, and the Owners of the Bonds. After the issuance of the Bonds, this Resolution, and the definition of, or the manner of determining, allocating or collecting the Tax Increment or the lien created by this Resolution, shall not be repealed, amended or impaired in any respect which will adversely affect the rights of Owners of the Bonds (except as specifically permitted in Sections 16 and 17), nor shall the Commission adopt any law, ordinance or resolution which in any way adversely affects the rights of such Owners so long as any of the Bonds remains unpaid.

(B) (1) The Commission, acting in the name of the City, covenants not to impair the pledge of Tax Increment to the payment of the Bonds, so long as any of the Bonds are outstanding, or to impair any other pledge or covenant under this Resolution during that period.

(2) The Commission further covenants not to change, alter or diminish the Allocation Area in any way that would adversely affect the Owners of the Bonds so long as any of the Bonds remain outstanding or to grant any tax abatements on property in the Allocation Area on any property used in the projections of Tax Increment prepared at the time of the issuance of the Bonds other than tax abatements shown in those projections.

(C) The Commission or the City shall continue to own the Project as long as the Bonds are outstanding.

SECTION 16. DEFEASANCE OF THE BONDS. (A) If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the Debt Service so due and payable upon the Bonds or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption,

then and in that case the Bonds or such portion thereof shall no longer be deemed outstanding or an indebtedness of the Commission, acting in the name of the City. If no principal of or interest on the Bonds or any subordinate obligations is outstanding, any remaining funds (including Tax Increment) shall be used as provided in IC 36-7-14-39 or any successor provision.

(B) No deposit under this Section shall be made or accepted under this Section and no use made of any such deposit unless the Commission shall have received a verification from an accountant or firm of accountants appointed by the Clerk-Treasurer and acceptable to the Commission verifying the sufficiency of the deposit to pay the principal of the Bonds to the due date, whether such due date be by reason of maturity or upon redemption.

SECTION 17. AMENDING SUPPLEMENTAL RESOLUTION. The Commission may, without the consent of, or notice to, the Owners of the Bonds, adopt a supplemental resolution for any one or more of the following purposes:

(A) To cure any ambiguity or formal defect or omission in this Resolution;

(B) To grant to or confer upon the Owners of the Bonds any additional benefits, security, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Owners of the Bonds;

(C) To modify, amend or supplement this Resolution to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America or the qualification of this Resolution under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect if such modification, amendment or supplement will not have a material adverse effect on the Owners of the Bonds;

(D) To provide for the refunding or advance refunding of all or a portion of the Bonds;

(E) To amend the Resolution to permit the Commission, acting in the name of the City, to comply with any future federal tax law or any covenants contained in any supplemental resolution with respect to compliance with future federal tax law;

(F) To provide for the issuance of Parity Obligations or subordinate obligations;

(G) To subject to the Bond Resolution additional revenues, security, properties or collateral; and

(H) To amend the Resolution for any other purpose which in the judgment of the Commission does not adversely affect the interests of the Owners of the Bonds in any material way.

SECTION 18. CONSENT TO SUPPLEMENTAL RESOLUTIONS. (A) The Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in the Resolution to the contrary notwithstanding, to consent to and approve the adoption by the Commission of such supplemental resolutions as shall be deemed necessary and desirable by the Commission for the

purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution other than those provisions covered by Section 16; provided however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all the then outstanding Bonds affected, (a) an extension of the maturity of the principal of and interest on any Bonds payable from Tax Increment, or (b) a reduction in the principal amount of any Bond or change in the rate of interest, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution, or (e) a change in the provisions regarding the collection, deposit, and allocation of Tax Increment as set forth in IC 36-7-14-39, as in effect on the date of the issuance of the Bonds and in the Bond Resolution or in the lien on the Tax Increment for any Bonds, or (f) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time outstanding hereunder, or (g) a reduction in the Debt Service Reserve Requirement, or (h) a change in the method of accrual of interest on any Bonds.

(B) If at any time the Commission desires to adopt a supplemental resolution for any of the purposes permitted in this Section, the Commission shall cause notice of the proposed adoption of such supplemental resolution to be mailed by registered or certified mail to each Owners of the Bonds at the address shown on the registration books maintained by the Registrar. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies of it are on file at its office for inspection by all Owners of the Bonds. If, within 60 days, or such longer period as shall be prescribed by the Commission, following the mailing of such notice, the Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental resolution shall have consented to and approved the execution of such supplemental resolution, no subsequent owners of the Bonds shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Commission from adopting the same or from taking any action pursuant to the provisions thereof. Upon the adoption of any such supplemental resolution as is permitted and provided by this Section, this Resolution shall be and be deemed to be modified and amended in accordance therewith.

(C) Any consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Owners of the Bonds, may be in any number or concurrent writings of similar tenor and may be signed or executed by the Owners of the Bonds in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of the Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the City with regard to any action taken by it or them under such request or other instrument, namely:

(1) The fact and date of the execution by any person of any such writing may be proved (a) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (b) by an affidavit of any witness to such execution.

(2) The fact of ownership of the Bonds or the amount or amounts, numbers and other identification of the Bonds, and the date of holding the same shall be proved by the registration books maintained by the Registrar.

SECTION 19. EVENTS OF DEFAULT. (A) If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(1) Default in the due and punctual payment of any interest on any Bond; or

(2) Default in the due and punctual payment of the principal of any Bond at its stated maturity or mandatory redemption date.

(B) (1) Upon the occurrence of an Event of Default, the Clerk-Treasurer shall notify the Owners of all Bonds then outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Owners of the Bonds may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then outstanding.

(b) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Owners under this Resolution, the Owners of the Bonds will be entitled, as a matter of right, to the appointment of a receiver or receivers of the revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(c) If the Paying Agent certifies that there is sufficient money on deposit in the funds and accounts under this Resolution to pay Debt Service on all the outstanding Bonds, the Clerk-Treasurer may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Resolution.

(d) The Clerk-Treasurer may use any money in the Capital Fund or the Allocation Fund to pay Debt Service on the Bonds if there is an Event of Default.

(2) No right or remedy by the terms of this Resolution conferred upon or reserved to the Owners of the Bonds is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to the Owners of the Bonds hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

(3) No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

(4) No waiver of any Event of Default by the Owners, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

(C) Anything in this Resolution to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the outstanding Bonds shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Clerk-Treasurer, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Resolution, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Resolution.

(D) (1) All money received hereunder pursuant to any right or remedy given or action taken upon occurrence of an Event of Default under this Resolution shall, after payment of the costs and expenses of the proceedings resulting in the collection of such money and of the expenses, liabilities and advances incurred or made hereunder, be deposited in the Bond Principal and Interest Account and all such money shall be applied to the Bonds, as follows:

FIRST, to the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto without any discrimination or privilege;

SECOND, to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of the Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD, to be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may thereafter become due at maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on the Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(2) Whenever moneys are to be applied pursuant to the provisions of this subsection, such money shall be applied at such times, and from time to time, as the Clerk-Treasurer shall determine, having due regard for the amount of such money available for application and the likelihood of additional money becoming available for

such application in the future. Whenever the Clerk-Treasurer shall apply such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Registrar shall establish a special record date for such payments and shall mail, at least 15 days prior to such special record date, such notice as it may deem appropriate of the deposit with it of any such money and of the fixing of any such date. The Paying Agent shall not be required to make payment of principal to the Owner of any Bond until such Bond shall be presented to the Paying Agent for appropriate endorsement or for cancellation if fully paid.

(3) Whenever all principal of and interest on all Bonds have been paid under the provisions of this subsection and all expenses and charges have been paid, any balance remaining in the Bond Principal and Interest Account, the Debt Service Reserve Account or the General Account shall be paid as provided in Section 11.

(E) Any recovery of judgment shall be for the equal and ratable benefit of the Owners of all the outstanding Bonds.

Nothing in this Section contained shall, however, affect or impair the right of any Owner of the Bonds, which is absolute and unconditional, to enforce the payment of the principal of and redemption premium, if any, and interest on its Bonds out of the Tax Increment and the funds and accounts under this Resolution, or the obligation of the Commission to pay the same, at the time and place expressed in the Bonds.

SECTION 20. NOTICES. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Addresses. The City, the Commission, or the Registrar and Paying Agent may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 21. BUSINESS DAYS. In any case where the date of a principal payment of the Bonds or the date fixed for redemption of any portion of the Bonds shall be a Saturday, Sunday or a day on or the City in which the office of the Registrar and Paying Agent is located are required or authorized by law to close, then payment of principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 22. SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 23. REPEAL OF CONFLICTING PROVISIONS. All resolutions, ordinances and orders, or parts thereof, in conflict with the provision of this Resolution, are, to the extent of such conflict, hereby repealed or amended.

SECTION 24. EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and signing. The Secretary of the Commission is hereby directed to deliver a certified copy of this Resolution to the Clerk-Treasurer.

Adopted at the meeting of the Goshen Redevelopment Commission held on the 11th day of February, 2025, at Goshen, Indiana.

GOSHEN REDEVELOPMENT
COMMISSION

President

Attest:

Secretary

ACCEPTANCE OF OFFICE OF REGISTRAR AND PAYING AGENT

The undersigned hereby accepts the duties and obligations of Registrar and Paying Agent imposed by the foregoing Resolution.

_____, as Registrar and
Paying Agent

By: _____

Title: _____

ATTEST:

Date: _____, 2025.

(SEAL)

Notice Address of Registrar and Paying Agent:

_____, IN _____
Attention: Trust Department

AMENDING DECLARATORY
RESOLUTION NO. 04-2025

RESOLUTION AMENDING A DECLARATORY RESOLUTION OF
THE GOSHEN REDEVELOPMENT COMMISSION

WHEREAS, the Goshen Redevelopment Commission ("Commission"), on August 14, 2012, adopted Declaratory Resolution No. 69-2012, as amended by Declaratory Resolution No. 87-2013 adopted on November 12, 2013 (collectively, as amended, "Declaratory Resolution") consolidating and expanding the Southeast Economic Development Area and Southeast Allocation Area ("Allocation Area"), and the Declaratory Resolution was confirmed by Confirmatory Resolution No. 76-2012 on November 13, 2012, as amended by Confirmatory Resolution No. 01-2014 on January 14, 2014 (collectively with the Declaratory Resolution, "Area Resolution");

WHEREAS, the Area Resolution approved the Economic Development Plan, as amended (collectively, as amended, "Original Plan"), which Original Plan contained specific recommendations for economic development in the Area; and

WHEREAS, the Commission now desires to amend the Area Resolution and the Original Plan to add the expenditure of revenues collected in the Area for police and fire services for both capital expenditures and operating expenses, including the construction of a fire station, all in, serving or benefiting the Area (collectively, "2025 Projects"), to the Original Plan (collectively, as amended, "2025 Plan"); and

WHEREAS, IC 36-7-14-17.5 authorizes the Commission to amend the Area Resolution and Original Plan, after conducting a public hearing, if it finds that:

(a) The amendments are reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the purposes of IC 36-7-14; and

(b) The Area Resolution and the Original Plan, with the proposed amendments, conform to the plan of development for the City;

NOW, THEREFORE, BE IT RESOLVED BY THE GOSHEN REDEVELOPMENT COMMISSION, THAT:

Section 1. The Area Resolution and the Original Plan are hereby amended to add the 2025 Projects to the Original Plan.

Section 2. It will be of public utility and benefit to amend the Area Resolution and the Original Plan to add the 2025 Projects, to accomplish the 2025 Plan, which 2025 Projects are expected to provide enhanced opportunities to the residents, employees and employers of the Area, improve public safety in the Area and to further encourage economic development in the Original Area.

Section 3. The Commission finds and determines that the proposed amendments described in Section 1 above are reasonable and appropriate when considered in relation to the

Area Resolution, the Original Plan and the economic development purposes set forth in IC 36-7-14-14. The Commission finds that the Area Resolution, the 2025 Plan conform to the plan of development for the City.

Section 4. The Commission further finds that the public health and welfare will be benefited by the amendments to the Area Resolution, the Original Plan and the implementation of the 2025 Plan by the enhanced opportunities to the residents, employees and employers of the Original Area and improved police and fire services to be provided by the 2025 Projects.

Section 5. The Commission is determining the initial estimated costs of the 2025 Projects and will provide the estimates at a public meeting of the Commission.

Section 6. The presiding officer of the Commission is hereby authorized and directed to submit this resolution to the Goshen Plan Commission ("Plan Commission") for its approval.

Section 7. The Commission also directs the presiding officer, after receipt of the written order of approval of the Plan Commission which has been approved by the Common Council, to publish notice of the adoption and substance of this resolution in accordance with IC 5-3-1-4 and to file notice with the Plan Commission, the Board of Zoning Appeals, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that original maps and plats have been prepared and can be inspected at the office of the City's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed amendments.

Section 8. The Area Resolution and the Original Plan, each as amended, conform to the plan of development of the City.

Section 9. All other provisions of the Area Resolution and Original Plan and actions of the Commission consistent with this resolution are hereby ratified and confirmed.

Section 10. This resolution shall be effective as of its date of adoption.

Adopted at a meeting of the Commission held on February 11, 2025, in Goshen, Indiana.

GOSHEN REDEVELOPMENT COMMISSION

President

Vice President

Secretary

Member

Member

ATTEST:

Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Goshen Redevelopment Commission

From: Engineering Department

RE: **BLACKPORT DRIVE RECONSTRUCTION – “NO-BUILD” ALTERNATIVE
(JN 2022-0016)**

Date: February 11, 2025

The Blackport Drive reconstruction project evolved out of the need to rebuild this important collector roadway coupled with the desire to provide a pedestrian and bicycle shared-use path linking East Goshen, including the Pumpkinvine Nature Trail and Abshire Park, to the Monroe Street Bike Path and Elkhart County Fairgrounds. This shared use path would take advantage of the natural beauty of the wetland areas south of East Goshen. Combining the shared-use path with the roadway project using Federal matching funds appeared to be a practical way to complete both projects – each with significant costs of their own.

In December 2022, the Redevelopment Commission and City Council approved an LPA/Consultant agreement in the amount of \$936,200 with BLN (now Egis) for the design of the Blackport project. The City is responsible for 20% of this amount, up to \$187,240. At the time consultant agreement was brought before City Council, the 2022 project costs (shown in Table 1 below) were also presented. The understanding was that the design phase would allow the City to have a better idea of the ultimate costs, at which point the City and MACOG would be able to re-assess whether the project could proceed. Since that time, geotechnical investigations discovered layers of peat and marl extending up to 32 feet below grade. These soft, compressible soils would mean that a boardwalk carrying the shared use path through the edge of the wetland would need deep foundations – likely steel piles with the possibility of additional bracing to prevent lateral movement. Alternatively, if the path was constructed on an embankment of fill material, the geotechnical recommendations involved at least 5 feet of stone with stabilizing geogrid just to make a stable platform for pavement. Even with this embankment alternative, one to three feet of settlement would be anticipated, with more gradual settlement over time. Settlement to this scale would require a partial reconstruction of the shared use path over its service life.

The current estimated costs with both of these path alternatives, along with the 2022 cost estimates, are presented in Table 1 on page 2 of this memo. All estimates include underground utility improvements to add a stormwater system, addressing drainage from the additional paved surface and reconstructed Blackport Drive. It is worth noting that in 2024, the proposed roadway treatment within the wetland area was changed to a mill-and-surface operation to control escalating costs – this comprises over half of the 0.7-mile project length and does not address pavement base or subbase issues in these areas.

Blackport Drive Reconstruction – “No-Build” Alternative

February 5, 2025

Page 2

Table 1. Blackport Drive Construction Estimates

| Year of Estimate and Scope | Construction Estimate | Project Estimate* | Notes |
|----------------------------------------------------------------------------|------------------------------|------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| 2022 – Full Road Reconstruction and Path on Boardwalk | \$4,901,000 | \$7,137,200 | |
| 2024/2025 – Road Reconstruction with Mill & Surface and Path on Embankment | \$5,609,000 | \$7,525,000 | Estimate inflated to 2028 bid-year numbers using 3% per year. Future maintenance costs from settlement are not included. |
| 2024/2025 – Road Reconstruction with Mill & Surface and Path on Boardwalk | \$7,103,000 – \$7,859,000 | \$9,019,000 – \$9,775,000 | Estimate inflated to 2028 bid-year numbers using 3% per year |

*Note: Includes costs for Design, Right-of-Way Acquisition, Construction, and Construction Inspection

Given the large increases in estimated project cost, even with a reduced scope of roadway reconstruction, along with the likelihood of future maintenance issues due to poor soils, Goshen Engineering and its consultant are recommending the Redevelopment Commission approve the cancellation of the project, via the selection of a “no-build” alternative. This would involve some additional cost for Egis to complete documentation to submit for INDOT’s review for the “no-build” decision. With the “no-build” option, the City would not be responsible for reimbursing the Federal funds used to cover design costs to-date, but any unused Federal funds already committed for design would revert to INDOT. Current design expenses (Federal and City portions) total \$281,000 of the \$936,200 agreement with Egis.

Finally, it should be noted that selecting a “no-build” alternative has future implications for Federal funding for the reconstruction of Blackport Drive, even without a shared use path. Engineering is still seeking clarification as to whether Federal funds could be requested through a different program, such as Community Crossings Matching Grant. However, at this time it should be assumed that the City will not be able to seek Federal funds for any future reconstruction.

Suggested Motion: *Move to accept Goshen Engineering’s recommendation and approve Egis to proceed with documenting the “no-build” alternative, forwarding this to the proper review authorities.*



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Goshen Redevelopment Commission

From: Engineering Department

RE: **PURCHASE OF PROJECT INSPECTION SOFTWARE
(JN 2025-0017)**

Date: February 11, 2025

Goshen Engineering has been seeking a software solution to streamline project inspections. Daily inspection reporting; quantity and payment verification; project document review; and overall project tracking are all areas that would be improved with an inspection software. A five-member Engineering selection team researched two promising options and further investigated each during live demonstration calls with technical teams from each company. The team chose Appia, based on several factors, with a few key reasons Appia is preferred, which are provided below:

- Automated Quantity-Tracking and Daily Reports
 - Appia allows for aggregation of project quantities and financials based on daily Inspector entries. This functionality is missing from the other software option.
 - The item quantity format closely approximates current pay applications and inspection reports.
 - Appia appears to be more tailored to underground utility and roadway projects.
- Ease of Project Coordination
 - Both software solutions allow for multiple outside-user access to review or collaborate on project elements; however, additional efficiencies are expected with Appia, as Abonmarche Consultants currently utilizes Appia as part of their construction inspection work for the City.
 - Contractor feedback to-date is positive for Appia.
- Cost
 - Pricing for Appia is less than one-third of the other option for an equivalent annual term.

The cloud-based Appia software was reviewed and approved by Goshen's Legal and IT Departments, and Mayor Leichty has also reviewed and approved the purchase under Goshen's small purchase policy.

The Appia software will help Engineering Inspectors absorb additional workload, including multiple projects funded by the Redevelopment Commission. Goshen Engineering would view the software cost as a net savings, in that it is helping offset what would be a larger financial burden if additional third-party construction inspection services were required. Therefore, Engineering is presenting the purchase of three (3) one-year user licenses, at a total cost of \$6,750, for funding approval by Goshen Redevelopment. The quote is attached to this memo.

Suggested Motion: Move to approve the purchase of three (3) one-year licenses for Appia project inspection software, at a total cost of \$6,750.



Appia quote for City of Goshen, IN

City of Goshen, IN
204 E Jefferson Street
Goshen, Indiana 46528
United States

Info Tech Operating, LLC, dba Infotech
2970 SW 50th Terrace

Gainesville, FL 32608
United States

Boston Snyder
bostonsnyder@goshencity.com
574-534-2033

Prepared by: Chase Bleke
Civil Enterprise Account Executive
chase.bleke@infotechinc.com
+13523814741

Reference: 20250203-105016998
Quote created: February 3, 2025
Quote expires: May 4, 2025

Total **\$6,750.00**

| PRODUCTS & SERVICES | QUANTITY | PRICE |
|---------------------------------------------------|----------|---------------------------------|
| The Appia® Service (standard annual license, 0-9) | 3 | \$6,750.00 / year for 1 year |
| The Doc Express® Service | 1 | \$0.00 / year |
| SUMMARY | | |
| Annual subtotal | | \$6,750.00 |

| | |
|--------------|-------------------|
| Total | \$6,750.00 |
|--------------|-------------------|

Comments

Services Included

- Onboarding and Training
- Customer Support
- Unlimited Reviewer and Read-only access
- Access to Infotech's DocExpress workflow management service and the Mobile Inspector offline inspection tool

Supplemental Licenses

Users may add new licenses at any time during the existing annual license period. Infotech matches the new license expiration to that of the existing licenses. Price is based on the current annual license fee prorated monthly for the number of months remaining in their annual license period.

Tax Note

Sales tax will be added where applicable. For agencies who are tax exempt, if sales tax is charged at checkout, it will immediately be credited back to the credit card used, or will not be included on the Invoice if the PO/Invoice payment option is selected.

How to Order

When you're ready to order, [click here](#) for instructions.

Purchase terms

Applicable Terms and Conditions:

Infotech will invoice for the License Fees enumerated above upon receipt of a signed order form and annually thereafter. Payment for that Invoice will be due within 30 days of the Invoice Date.

Terms and Conditions of Use for Infotech's Appia® Service are found online or in-app:

<https://www.infotechinc.com/terms-of-service/>

<https://www.infotechinc.com/privacy-policy/>

<https://www.infotechinc.com/dmca-policy/>

<https://www.appia.net>

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **January 11, 2025 through February 7, 2025** and finds that entries are allowed in the total amount of **\$253,639.14**

APPROVED on February 11, 2025

Brian Garber, President

Jonathan Graber, Secretary



Payable Register

Payable Detail by Vendor Name

Packet: APPKT01377 - RDC 2/13/25

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

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

Vendor Total: 32,000.00

| | | | | | | | | | | |
|---------------------------------------|---------------|-----------|-----------|-----------|-----------|-----------|------|------|------|-----------|
| 156114 | Invoice | 2/13/2025 | 1/13/2025 | 2/12/2025 | 1/13/2025 | 32,000.00 | 0.00 | 0.00 | 0.00 | 32,000.00 |
| EISENHOWER/CARRAGANA CT RECONSTRUC... | AP1ST - AP1ST | | | | No | | | | | |

Items

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|-----------------------------------|-----------|-------|-------|-----------|------|----------|----------|-----------|
| EISENHOWER/CARRAGANA CT RECONS... | N/A | 0.00 | 0.00 | 32,000.00 | 0.00 | 0.00 | 0.00 | 32,000.00 |

Distributions

| Account Number | Account Name | Project Account Key | Amount | Percent |
|-----------------------------------|------------------------|---------------------|-----------|---------|
| 4445-5-00-4310502 | SE E.D. TIF/CONTR SVCS | | 32,000.00 | 100.00% |

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

Vendor Total: 31,971.00

| | | | | | | | | | | |
|--------------------------------|---------------|-----------|-----------|----------|-----------|-----------|------|------|------|-----------|
| 156409-6 | Invoice | 2/13/2025 | 1/30/2025 | 3/1/2025 | 1/30/2025 | 14,100.00 | 0.00 | 0.00 | 0.00 | 14,100.00 |
| ENC COLLEVE AVE RECONSTRUCTION | AP1ST - AP1ST | | | | No | | | | | |

Items

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|--------------------------------|-----------|-------|-------|-----------|------|----------|----------|-----------|
| ENC COLLEVE AVE RECONSTRUCTION | N/A | 0.00 | 0.00 | 14,100.00 | 0.00 | 0.00 | 0.00 | 14,100.00 |

Distributions

| Account Number | Account Name | Project Account Key | Amount | Percent |
|-----------------------------------|------------------------|---------------------|-----------|---------|
| 4445-5-00-4310502 | SE E.D. TIF/CONTR SVCS | | 14,100.00 | 100.00% |

| | | | | | | | | | | |
|-----------------------------------------|---------------|-----------|----------|----------|----------|-----------|------|------|------|-----------|
| 185610-41 | Invoice | 2/13/2025 | 2/5/2025 | 3/7/2025 | 2/5/2025 | 17,871.00 | 0.00 | 0.00 | 0.00 | 17,871.00 |
| ENC COLLEVE AVE RECONSTRUCTION PHASE... | AP1ST - AP1ST | | | | No | | | | | |

Items

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|-------------------------------------|-----------|-------|-------|-----------|------|----------|----------|-----------|
| ENC COLLEVE AVE RECONSTRUCTION P... | N/A | 0.00 | 0.00 | 17,871.00 | 0.00 | 0.00 | 0.00 | 17,871.00 |

Distributions

| Account Number | Account Name | Project Account Key | Amount | Percent |
|-----------------------------------|------------------------|---------------------|-----------|---------|
| 4445-5-00-4310502 | SE E.D. TIF/CONTR SVCS | | 17,871.00 | 100.00% |

Vendor: [0200463 - JONES PETRIE RAFINSKI CORP.](#)

Vendor Total: 54,066.25

| | | | | | | | | | | |
|------------------------------------------|---------------|-----------|------------|-----------|------------|-----------|------|------|------|-----------|
| 50330-2 | Invoice | 2/13/2025 | 12/30/2024 | 1/29/2025 | 12/30/2024 | 43,377.50 | 0.00 | 0.00 | 0.00 | 43,377.50 |
| ENC CENTURY DRIVE RECONSTRUCTION - DE... | AP1ST - AP1ST | | | | No | | | | | |

Items

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|--------------------------------------|-----------|-------|-------|-----------|------|----------|----------|-----------|
| ENC CENTURY DRIVE RECONSTRUCTION ... | N/A | 0.00 | 0.00 | 43,377.50 | 0.00 | 0.00 | 0.00 | 43,377.50 |

Distributions

| Account Number | Account Name | Project Account Key | Amount | Percent |
|-----------------------------------|------------------------|---------------------|-----------|---------|
| 4445-5-00-4310502 | SE E.D. TIF/CONTR SVCS | | 43,377.50 | 100.00% |

| | | | | | | | | | | |
|------------------------------------------|---------------|-----------|-----------|----------|-----------|-----------|------|------|------|-----------|
| 50504-3 | Invoice | 2/13/2025 | 1/30/2025 | 3/1/2025 | 1/30/2025 | 10,688.75 | 0.00 | 0.00 | 0.00 | 10,688.75 |
| ENC CENTURY DRIVE RECONSTRUCTION - DE... | AP1ST - AP1ST | | | | No | | | | | |

Items

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|--------------------------------------|-----------|-------|-------|-----------|------|----------|----------|-----------|
| ENC CENTURY DRIVE RECONSTRUCTION ... | N/A | 0.00 | 0.00 | 10,688.75 | 0.00 | 0.00 | 0.00 | 10,688.75 |

Distributions

| Account Number | Account Name | Project Account Key | Amount | Percent |
|-----------------------------------|------------------------|---------------------|-----------|---------|
| 4445-5-00-4310502 | SE E.D. TIF/CONTR SVCS | | 10,688.75 | 100.00% |

Vendor: [0213546 - MAGNUS ENGINEERING, LLC](#)

Vendor Total: 800.00

| | | | | | | | | | | |
|---------------------------------|---------------|-----------|-----------|-----------|-----------|--------|------|------|------|--------|
| 25-0007 | Invoice | 2/13/2025 | 1/15/2025 | 1/15/2025 | 1/15/2025 | 800.00 | 0.00 | 0.00 | 0.00 | 800.00 |
| CHAMBER STRUCTURAL CONSULTATION | AP1ST - AP1ST | | | | No | | | | | |

Payable Register

| Payable # | Payable Type | Post Date | Payable Date | Due Date | Discount Date | Amount | Tax | Shipping | Discount | Total |
|-----------------------------------|--------------------------------|---------------------|--------------|----------|---------------|----------|----------|----------|----------|-------|
| Payable Description | Bank Code | | | | | On Hold | | | | |
| Items | | | | | | | | | | |
| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total | | |
| CHAMBER STRUCTURAL CONSULTATION | N/A | 0.00 | 0.00 | 800.00 | 0.00 | 0.00 | 0.00 | 800.00 | | |
| Distributions | | | | | | | | | | |
| Account Number | Account Name | Project Account Key | Amount | Percent | | | | | | |
| 4446-5-00-4390930 | CONS RR/US33/OTHER SVCS & CHGS | | 800.00 | 100.00% | | | | | | |

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

Vendor Total: 134,801.89

| | | | | | | | | | | |
|--------------------------------|---------------|-----------|-----------|----------|-----------|-----------|------|------|------|-----------|
| 12705 | Invoice | 2/13/2025 | 1/31/2025 | 3/2/2025 | 1/31/2025 | 60,600.50 | 0.00 | 0.00 | 0.00 | 60,600.50 |
| ENC 10TH STREET RECONSTRUCTION | AP1ST - AP1ST | | | | | No | | | | |

| Items | | | | | | | | | | |
|-----------------------------------|------------------------------|---------------------|-----------|-----------|------|----------|----------|-----------|--|--|
| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total | | |
| ENC 10TH STREET RECONSTRUCTION | N/A | 0.00 | 0.00 | 60,600.50 | 0.00 | 0.00 | 0.00 | 60,600.50 | | |
| Distributions | | | | | | | | | | |
| Account Number | Account Name | Project Account Key | Amount | Percent | | | | | | |
| 4446-5-00-4420000 | CONS RR/US33/CAPITAL PROJECT | | 60,600.50 | 100.00% | | | | | | |

| | | | | | | | | | | |
|--------------------------------------|---------------|-----------|------------|-----------|------------|-----------|------|------|------|-----------|
| Z | Invoice | 2/13/2025 | 12/31/2024 | 1/30/2025 | 12/31/2024 | 74,201.39 | 0.00 | 0.00 | 0.00 | 74,201.39 |
| CONSOLIDATED COURTS ROADWAY IMPRO... | AP1ST - AP1ST | | | | | No | | | | |

| Items | | | | | | | | | | |
|-----------------------------------|------------------------------|---------------------|-----------|-----------|------|----------|----------|-----------|--|--|
| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total | | |
| CONSOLIDATED COURTS ROADWAY IM... | N/A | 0.00 | 0.00 | 74,201.39 | 0.00 | 0.00 | 0.00 | 74,201.39 | | |
| Distributions | | | | | | | | | | |
| Account Number | Account Name | Project Account Key | Amount | Percent | | | | | | |
| 4446-5-00-4420000 | CONS RR/US33/CAPITAL PROJECT | | 74,201.39 | 100.00% | | | | | | |

Payable Summary

| Type | Count | Gross | Tax | Shipping | Discount | Total | Manual Payment | Balance |
|---------|---------------------|-------------------|-------------|-------------|-------------|-------------------|----------------|-------------------|
| Invoice | 8 | 253,639.14 | 0.00 | 0.00 | 0.00 | 253,639.14 | 0.00 | 253,639.14 |
| | Grand Total: | 253,639.14 | 0.00 | 0.00 | 0.00 | 253,639.14 | 0.00 | 253,639.14 |

Account Summary

| Account | Name | Amount |
|-----------------------------------|------------------------|-------------------|
| 4445-5-00-4310502 | SE E.D. TIF/CONTR SVCS | 118,037.25 |
| Total: | | 118,037.25 |

| Account | Name | Amount |
|-----------------------------------|--------------------------------|-------------------|
| 4446-5-00-4390930 | CONS RR/US33/OTHER SVCS & CHGS | 800.00 |
| 4446-5-00-4420000 | CONS RR/US33/CAPITAL PROJECT | 134,801.89 |
| Total: | | 135,601.89 |



February 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 notice of intent was distributed, and the comment period ended late last year. StructurePoint is working with the City on responses to the comments received, which will be included in the final PAA. The application includes an interlocal agreement with Elkhart County and delegation letter needed for the CR 42 railroad crossing. We anticipate an 8–12-month approval timeline after submittal.

2. STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project includes reconstruction of Lincoln Avenue from Rock Run Creek east to approximately 750’ east of Steury Avenue and Steury Avenue from Lincoln Avenue north to just past the “S” curves. In addition to reconstruction of the roadway, work will include widening of East Lincoln Avenue to include a designated turn lane from Olive Street to Steury Avenue, increased turning radii at Olive Street and Steury Avenue, new water main and storm sewer throughout the corridor, construction of sidewalks along the south side of Lincoln Avenue from Rock Run Creek to Steury Avenue and restoration of the corridor. It is anticipated that this project will take 2 years to 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 unrelocated utilities were discovered that conflicted with the proposed construction. These utilities could not be

February 2025 Redevelopment Staff Report

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

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 has gone through the City's Tech Review process. The groundbreaking event has already taken place, and it is anticipated that AP Development's contractors will be starting work this month. A preconstruction meeting is scheduled for February 6th to kick off the project.

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. At this point, we anticipate bringing a revised proposal to the Commission for comment in March.

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

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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. At this time, we anticipate bringing a development agreement to the Commission in March for approval.

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

PROJECT DESCRIPTION

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

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

American Structurepoint is in the final stages of design. All necessary right-of-way has been acquired for the project, and permitting is being completed.

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. Elkhart County retained StructurePoint to incorporate their bridge plans with the College Avenue design, so the bridge replacement will be incorporated into the overall project but will not receive federal funding.

The project is scheduled to be bid August of this year and under construction in 2026. Utility relocation work is also expected to start this year.

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 2030. The City selected American StructurePoint to complete the design.

PROJECT UPDATE

American Structurepoint is working on Phase I utility coordination, design, and environmental assessment. Stage I plans are scheduled to be complete in May.

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

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10-foot multi-use path on the north side of College Ave from just west of the railroad crossing on East College Avenue east to the city limits. The project is expected to be under construction in 2029. The City selected Abonmarche to complete the design.

PROJECT UPDATE

Abonmarche has completed field survey work and is working on utility coordination, environmental assessment, and design. Railroad coordination has also started. Stage I plans should be submitted in the next month.

9. NEW SOUTH FIRE STATION PROJECT

PROJECT DESCRIPTION

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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.

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.

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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

An 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. While staff has continued to negotiate for a favorable agreement with the owners, conversations have currently stalled. Staff will continue to explore the purchase of this property as it fills a need within the downtown area for City properties and the current space needs.

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).

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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 was held on February 5th 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. The baseline budget currently exceeds the available funding and staff is awaiting receipt of the roof project bids on February 13th to determine the next steps to move this project forward.

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 commencing 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 in the 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.

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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.