



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

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

The Goshen Redevelopment Commission will meet on March 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. APPROVAL OF MINUTES**
- 4. NEW BUSINESS**

Resolutions

- a. Resolution 06-2025 - Resolution Approving the Consent to Assignment of Economic Development Agreement
- b. Resolution 07-2025 – Resolution Approving the Consent to Assignment of Economic Development Agreement

Requests

- c. Request to approve Change Order No. 5 for the Consolidated Courts Roadway Improvements
- d. Request to increase funding support for the College Avenue Phase 1 project per Goshen Engineering's recommendation and communicate this commitment to MACOG.

- 5. APPROVAL OF REGISTER OF CLAIMS**
- 6. MONTHLY REDEVELOPMENT STAFF REPORT**
- 7. OPEN FORUM**

The open forum is for the general discussion of items that are not otherwise on the agenda. The public will also be given the opportunity at this time to present or comment on items that are not on the agenda.

- 8. ANNOUNCEMENTS**

Next Regular Meeting – April 8, 2025 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of February 11, 2025

The Goshen Redevelopment Commission met in a regular meeting 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.

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:

ELECTION OF OFFICERS

Commissioner Weddell nominated Commissioner Garber for President of the Goshen Redevelopment Commission and Commissioner Hessl seconded. The nominations were closed and the motion adopted unanimously and Commissioner Garber was elected President of the Goshen Redevelopment Commission

Commissioner Garber nominated Commissioner Weddell for Vice President of the Goshen Redevelopment Commission and Commissioner Graber seconded. The nominations were closed and the motion was adopted unanimously and Commissioner Weddell was elected as Vice President of the Goshen Redevelopment Commission.

Commissioner Weddell nominated Jonathan Graber for Secretary of the Goshen Redevelopment Commission and seconded by Commissioner Hessl. The nominations were closed and the motion was adopted unanimously and Commissioner Graber was elected Secretary of the Goshen Redevelopment Commission

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve the minutes of the January 14, 2025 regular meeting.

The motion was adopted unanimously.

OLD BUSINESS

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

Becky Hutsell, Redevelopment Director, we have been working with The Goshen News to draft an acceptable agreement for the purchase of their former printing shop/warehouse on South Fifth Street. We have not received any feedback from them. Requesting to vote down this resolution. Will continue to try and work out an agreement with them.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to reject Resolution 02-2025.

The motion was adopted unanimously.

NEW BUSINESS

Resolution 03-2025 – Goshen Redevelopment Commission Bond Resolution

Becky Hutsell, Redevelopment Director, past few years the commission has been talking about assisting the fire department with a new station. The original plan was to replace Station No. 3 but the study indicated that a fourth location is warranted. Previously approved an agreement with Core Construction and BKV to design the new station. Jason Semler from Baker Tilly is here for any questions. Mr. Semler stated that we are looking to close the bond in April.

Questions and discussion with Jason Semler regarding the bond.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessler to approve Resolution 03-2025.

The motion was adopted unanimously.

Resolution 04-2025 – Amending Declaratory Resolution

Becky Hutsell, Redevelopment Director, the intent of this resolution is to modify the economic development plan associated with the Southeast TIF to add the fire station project. Not modifying the boundaries, updating the plan to list this as a project.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve Resolution 04-2025.

The motion was adopted unanimously.

REQUESTS

Request to approve Goshen Engineering recommendation and approve Egis to proceed with documenting the “no build alternative” for the Blackport Drive Project

Andrew Lund, Engineering Project Manager, this project evolved out of the need to rebuild this road and a desire to provide a pedestrian and bicycle shared used path. Combining the path with the roadway project using federal funds (MACOG) appeared to be a practical way to complete both project, each with significant costs of their own. In December 2022, the Commission and City Council approved an LPA/Consultant agreement with BLN (now Egis) for the design of the project. The design phase would allow the city to have a better idea of the costs at which point the City and MACOG would be able to re-access as to whether the project could proceed. Mr. Lund explained the costs associated with the project. Given the large project cost, Goshen Engineering and the consultant are recommending cancellation of the project via the selection of a “no build alternative”.

Discussion regarding the cost of project, poor soils, long term maintenance and future roadway repairs.

A motion was made by Commissioner Graber and seconded by Commissioner Weddell to approve Goshen Engineering recommendation and approve Egis to proceed with documenting the “no build” alternative for the Blackport Drive Project

The motion was adopted unanimously.

Request to approve purchase of three (3) one-year licenses for Appia Inspection Software

Andrew Lund, Engineering Project Manager, the Engineering Department has been seeking a software solution for daily inspection reporting. A five-member engineering selection team chose Appia based

on several factors. This will help Engineering inspectors absorb additional workload, including multiple projects funded by the Redevelopment Commission.

Discussion and comments regarding the need for the software.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve the purchase of the Appia Inspection Software.

The motion was adopted 4-1

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell to amend the Register of Claims as submitted and seconded by Commissioner Hessler.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve payment of the Amended Register of Claims totaling \$254,369.71

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

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

Director of Public Works Dustin Sailor gave an update on the new wellfield.

OPEN FORUM

No one from the Commission or the public spoke.

ANNOUNCEMENTS

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

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 3:55 p.m.

APPROVED on March 11, 2025.

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Jonathan Graber, Secretary

RESOLUTION 06-2025

**RESOLUTION APPROVING THE CONSENT TO ASSIGNMENT OF
ECONOMIC DEVELOPMENT AGREEMENT**

Whereas, the City of Goshen, Indiana (“City”) and the City of Goshen Redevelopment Commission (“Commission”) entered into an Economic Development Agreement (“EDA”) with AP Development, LLC and AP Cycleworks, LLC (collectively, the “Developer”) to facilitate the redevelopment of the former Western Rubber site at 620 East Douglas Street, Goshen, Indiana (the “Project”);

Whereas, the Developer is obtaining financing for the Project through First Farmers Bank & Trust Co. (the “Lender”), and as a condition of such financing, the Lender requires the execution of a Consent to Assignment of Economic Development Agreement (the “Consent”), which assigns Section 5.07 of the EDA to Lender as collateral for the loan;

Whereas, Section 5.07 of the EDA pertains to the Environmental Restrictive Covenant (ERC) on the property, and the Consent provides that the City will continue to fulfill its obligations under Section 5.07 in the event Lender exercises its rights under the Assignment;

Whereas, the Consent expressly provides that the City shall not be required to perform, finance, or undertake any environmental remediation or compliance under the ERC unless the Developer or Lender, as assignee, remains bound by all obligations under the EDA;

Whereas, the Commission has reviewed the terms of the Consent and finds that approving the assignment is necessary to facilitate the Project.

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

1. The Goshen Redevelopment Commission hereby approves the Consent to Assignment of Economic Development Agreement, as presented, and authorizes the assignment of Section 5.07 of the Economic Development Agreement to First Farmers Bank & Trust Co., subject to the terms outlined in the Consent.
2. The Commission President is hereby authorized to execute the Consent, along with any necessary related documents, on behalf of the Goshen Redevelopment Commission.

PASSED and ADOPTED by the Goshen Redevelopment Commission this March 11, 2025.

President

Secretary



CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

March 11, 2025

To: Redevelopment Commission

From: Don Shuler, Assistant City Attorney

Subject: Approval of Consent to Assignment of Economic Development Agreement

The City previously entered into an Economic Development Agreement (EDA) with AP Development, LLC and AP Cycleworks, LLC (Developer) for the Ariel Cycleworks Project at 620 East Douglas Street, Goshen, Indiana. To facilitate project financing, the Developer is seeking a loan from First Farmers Bank & Trust Co. (Lender). As a condition of the loan, Lender requires the execution of a Consent to Assignment of Economic Development Agreement. This Consent permits for the collateral assignment of Section 5.07 of the EDA, which pertains to the Environmental Restrictive Covenant (ERC) associated with the project site.

Key Terms of the Consent:

1. If the Lender exercises its rights under the Assignment, the City will continue to perform its obligations under Section 5.07, but only under the terms specified in the Consent.
2. The Consent expressly limits the City's obligation to perform environmental remediation unless the Developer or Lender remains bound by all obligations under the EDA.
3. The Lender is not assuming any direct obligations under the EDA beyond the rights granted through the assignment.
4. The Consent does not alter any terms of the EDA.

Suggested Motion: Move to Adopt Resolution 06-2025, approving the Consent to Assignment of Economic Development Agreement.

**CONSENT TO ASSIGNMENT
OF ECONOMIC DEVELOPMENT AGREEMENT**

The undersigned, **CITY OF GOSHEN, INDIANA** (“City”), **CITY OF GOSHEN REDEVELOPMENT COMMISSION** (“Commission”), **AP DEVELOPMENT LLC** (“APD”) and **AP CYCLEWORKS LLC** (“Owner” and together with APD, and their successors or assigns, “Assignor”), acknowledge that the execution and delivery of this Consent to Assignment of Economic Development Agreement (this “Consent”) is required by **FIRST FARMERS BANK & TRUST CO.** (together with its successors or assigns, “Lender”) prior to making any disbursements of the Loan (as defined in the foregoing Collateral Assignment of Economic Development Agreement (“Assignment”); all terms defined in the Assignment are used with the same meaning herein), and, without execution and delivery of this Consent, Lender will not make the Loan. In consideration of the foregoing, City, Commission, APD and Owner (each a “Party” and collectively, the “Parties”) hereby agree as follows:

1. A true, correct and complete copy of the Economic Development Agreement is attached hereto as Exhibit A and the Economic Development Agreement has not been amended or modified as of the date hereof except as included herein.

2. Pursuant to Section 8.02 of the Economic Development Agreement, each Party hereby consents to the foregoing Assignment by Assignor of Section 5.07 of the Economic Development Agreement. City agrees that, if Lender delivers written notice to City that Lender is exercising its rights under Section 5.07 of the Assignment (i) City will perform for Lender pursuant to and in accordance with the terms of Section 5.07 of the Economic Development Agreement, and (ii) City will perform its obligations under the Economic Development Agreement for Lender notwithstanding any counterclaim, right of set-off, defense or like right of City against Assignor and Lender shall not be liable for any act or omission of Assignor. The Development Agreement is currently in full force and effect.

3. There exists no default by Assignor or otherwise under the terms, covenants or provisions thereof, nor any state of facts which, with the giving of notice, passage of time or both, would constitute a default thereunder.

4. Each Party represents it has not assigned its interest in the Economic Development Agreement and has no notice of any prior assignment, hypothecation or pledge of Assignor's interest under the Economic Development Agreement.

5. No changes or modifications shall be made to Section 5.07 of the Economic Development Agreement, nor shall the Economic Development Agreement be surrendered or cancelled by agreement between Assignor and the Parties, except pursuant to any termination rights specifically set forth in of the Economic Development Agreement, without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Lender neither assumes nor has any obligations to the Parties to exercise its rights under the Assignment or to declare an Event of Default under the Note, the Mortgage or the other Loan Documents, but that the option to exercise such rights or declare an Event of Default rests in the sole and absolute discretion of Lender. If Lender exercises its rights under the foregoing Assignment, Parties agrees that Lender shall have no personal obligations or liabilities to any Party under the Economic Development Agreement or this Consent.

7. Notwithstanding anything to the contrary in this Consent or the Assignment, the City shall not be required to undertake, fund, or otherwise be responsible for any environmental remediation, removal of

hazardous materials, or compliance with the Environmental Restrictive Covenant (ERC) under Section 5.07 of the Economic Development Agreement, this Consent, or the Assignment unless the Assignor or Lender, as assignee under the Assignment, remains bound by the ongoing obligations of the Assignor, as developer, under the Economic Development Agreement. In the event the Assignor defaults, City shall provide written notice to Lender at the address set forth in the Assignment and a reasonable opportunity of not less than sixty (60) days to cure such default unless such default cannot be cured within sixty (60) days then such reasonable amount of time necessary to cure so long as Lender is diligently pursuing cure. In the event Assignor and Lender fail to cure within such cure period, Lender shall have no right to require the City to perform or finance any environmental remediation or compliance obligations related to the ERC.

8. As of the date hereof, each Party represents that it has no counterclaim, right of set-off, defense or like right against Assignor.

9. The statements herein made shall be binding upon each Party, its successors and assigns, and shall inure to the benefit of Lender and the benefit of Lender's successors and assigns.

10. Each entity, person and/or officer executing this certification is duly empowered to do so on behalf of such Party.

Dated: March __, 2025

**SIGNATURE PAGE TO CONSENT TO
ASSIGNMENT OF ECONOMIC DEVELOPMENT AGREEMENT**

ASSIGNOR:

AP DEVELOPMENT LLC
an Indiana limited liability company

By: _____

Printed: _____

Title: _____

AP CYCLEWORKS LLC
an Indiana limited liability company

By: _____

Jonathan R. Anderson, Manager

**SIGNATURE PAGE TO CONSENT TO
ASSIGNMENT OF ECONOMIC DEVELOPMENT AGREEMENT**

CITY:

CITY OF GOSHEN, INDIANA

By: _____

Printed: _____

Title: Mayor

**SIGNATURE PAGE TO CONSENT TO
ASSIGNMENT OF ECONOMIC DEVELOPMENT AGREEMENT**

COMMISSION:

**CITY OF GOSHEN REDEVELOPMENT
COMMISSION**

By: _____

Printed: _____

Title: _____

EXHIBIT A TO CONSENT

ECONOMIC DEVELOPMENT AGREEMENT

**ECONOMIC DEVELOPMENT AGREEMENT
(Ariel Cycleworks Project)**

This Economic Development Agreement ("Agreement") is entered into this ___ day of April, 2022, by and among the CITY OF GOSHEN, INDIANA (the "City"), the CITY OF GOSHEN REDEVELOPMENT COMMISSION (the "Commission" and together with the City, the "Local Government Bodies"), AP DEVELOPMENT LLC, an Indiana limited liability company ("APD"), and AP CYCLEWORKS LLC, an Indiana limited liability company ("Owner", and together with APD, the "Developer").

WHEREAS, the Commission owns certain real estate located at 620 East Douglas Street, Goshen, Elkhart County, Indiana, known as the Western Rubber Site, which real estate is particularly described on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, pursuant to procedures required by law, the City did solicit proposals for the acquisition and redevelopment of the Property; and

WHEREAS, on the due date of the proposals the City received one proposal for the acquisition and redevelopment of the Property; and

WHEREAS, the City has determined that Developer presented a qualified team and has selected Developer to redevelop the Property; and

WHEREAS, the Local Government Bodies desire to foster redevelopment and economic development within the 9th Street Corridor Area located within the City; and

WHEREAS, the Developer has proposed the development of the Property as approximately 138 apartment units and related uses with a capital investment of approximately Thirty Million Dollars (\$30,000,000) (the "Project"); and

WHEREAS, the Developer has requested certain economic development assistance from the Local Government Bodies to complete the Project; and

WHEREAS, the Local Government Bodies have determined that the completion of the Project is in the best interests of the citizens of the City and the Area (as defined in Section 5.03) and, therefore, the Local Government Bodies desire to take certain steps in order to induce the Developer to complete the Project; and

WHEREAS, to stimulate and induce the development and completion of the Project, the Local Government Bodies have agreed, subject to further proceedings as required by law, to take certain other actions all as described herein; and

WHEREAS, the Local Government Bodies have determined to enter into this Agreement in order to formalize the terms and provisions of the economic development incentives to be provided to the Developer and to memorialize each party's related rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I.

RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II.

CONVEYANCE OF PROPERTY

2.01 Purchase Price: The purchase price shall be Seventy-Five Thousand and No/100 Dollars (\$75,000) ("Purchase Price"). The Purchase Price shall be payable in cash at Closing on the acquisition of the Property by Owner or as otherwise agreed to by the parties. If required, Owner and Commission shall enter into a mutually acceptable purchase agreement ("Purchase Agreement") for acquisition of the Property by Owner from the Commission.

ARTICLE III.

MUTUAL ASSISTANCE

3.01 Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the Local Government Bodies and to hold certain public hearings and adopt certain ordinances and resolutions) as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE IV.

PROJECT AND PROJECT DEVELOPMENT

4.01 Project.

(a) The Project shall generally consist of the improvements described in **Exhibit B** attached hereto. The Project shall be constructed substantially in accordance with the site plan attached hereto as **Exhibit C** ("Site Plan") and the architectural renderings attached hereto as **Exhibit D** ("Preliminary Renderings"), which Site Plan and Preliminary Renderings are considered preliminary and shall be subject to modification as described in subsection 4.01(c).

(b) The Project's projected tax increment is included as Exhibit E prepared by Baker Tilley as of February 17, 2022 ("TIF Projections"), attached hereto and made a part hereof. Developer's ability to proceed is subject to the performance by the Local Government Bodies of their respective obligations under this Agreement and the closing of financing satisfactory to the Developer

(c) If Developer determines, upon consideration of market and other external factors, that substantial revisions to the Site plan are required, Developer, in consultation with the City, may modify or substitute alternate uses and configurations in the Site Plan; provided, however, the approval of the City, may not to be unreasonably withheld. The City's approval shall be a condition to such making substantial revisions to the Site Plan. The substitution or modification shall not materially reduce the total minimum investment by the Developer set forth herein and the projected assessed value of the Project. The Project, as it may be modified from time to time, shall comply with applicable zoning laws and approval requirements.

(d) The Developer shall establish the scope, timing and budget/construction costs of the work to be funded with the Bonds. Eligible items to be funded with the Bonds include the following:

(i) Public Infrastructure; and

(ii) Stormwater retention/detention facilities, including but not limited to in ground and underground facilities, permeable hard surfaces and landscaping to manage stormwater on site; and

(iii) Demolition; and

(iv) Environmental remediation; and

(v) Water Main Installation, including but not limited to connection to the existing public water main and service lines to the residential and commercial units within the Project; and

(vi) Sewer Main Installation, including but not limited to connection to the existing public sewer main and service lines to the residential and commercial units within the Project; and

(vii) Sidewalk Construction, including but not limited to construction of all sidewalks within the Project and those required by Planning & Zoning within the rights-of-way adjacent to the Project as approved and agreed to by Developer; and

(viii) Roadway Improvements and Construction, including but limited to construction of all roadway improvements required by City departments and agreed to in writing by Developer prior to such improvements being undertaken for the adjacent public roadways, including entrances into the Project, roadway and parking improvements within

the Project and repair and restoration of roadways following any utility work required for the Project;

- (ix) Construction of footers and building slabs associated with the Project; and
- (x) Installation of all underground plumbing associated with the Project; and
- (xi) Installation of all underground water lines associated with the Project; and
- (xii) Installation of underground electrical services associated with the Project.

4.02 Commencement of Construction. Developer shall issue a Notice to Proceed for the Project within one (1) year following closing on the Project financing (the "Commencement Date"). In the event Developer does not issue a Notice to Proceed construction on or before the Commencement Date, Developer and Local Government Bodies shall work to modify this Agreement in order to complete the Project as detailed in Section 4.05.

4.03 Investment and Timing. Developer agrees that (a) the total investment for development, design and construction of the Project will be approximately Thirty Million Dollars (\$30,000,000) and (b) within thirty (30) months following the Commencement Date Developer shall make substantial progress toward completion of the Project.

4.04 Essential Worker Housing.

(a) Owner agrees that twenty percent (20%) of the residential units within the Project shall be offered to persons employed as first responders, health care workers and teachers as of the date of application for a lease ("Essential Workers") for a period of thirty (30) days from receipt of a Certificate of Occupancy for the Project from the City ("Initial Lease-up"). In the event Essential Workers have not executed a lease agreement within the Initial Lease-Up period, Owner may offer the units to any tenant.

(b) Owner agrees to maintain a waitlist of Essential Workers ("EW Waitlist"). For a period of twenty (20) years following receipt of the Certificate of Occupancy, Owner agrees to offer twenty percent (20%) of the residential units within the Project to Essential Workers on the EW Waitlist for a period of five (5) days following Owner providing notification of availability to those on the EW Waitlist. If an Essential Worker does not execute a lease agreement for the unit within five (5) days following such notification, Owner may offer the unit to others. Notwithstanding anything contained herein, Owner and the Local Government Entities agree and acknowledge that the Project will at all times comply with any and all federal, state and local fair housing laws, and that the commitment by Owner with respect to Essential Workers may be impacted by such compliance.

(c) Owner will not be required to verify a tenant's status as an Essential Worker following the execution of an initial lease agreement by an Essential Worker.

4.05 Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, pandemic, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, inability to obtain the required permits, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Developer or the Local Government Bodies are entitled to delay performance under this Agreement and (ii) the Developer or the Local Government Bodies anticipate that such permitted delay will cause a delay in their performance under this Agreement, then the Developer or the Local Government Bodies, as the case may be, agree to provide written notice to the other parties of this Agreement of the nature and the anticipated length of such delay.

4.06 Property Taxes. Developer shall be responsible for all taxes assessed on the Property upon acquisition of the Property subject to Article V.

4.07 Permits. Developer shall complete and file all necessary documentation to secure all required permits and approvals for construction and installation of the Project.

4.08 Project Standards. In addition to generally applicable requirements relating to local review and approval of the Project, the Plan Commission shall approve final detailed plans for the Project, including aspects of the Project relating to construction material and quality and esthetic standards as required by current local ordinances. The final plans shall be substantially consistent with the concepts included in the Site Plan and Preliminary Renderings, each as may be revised pursuant to Section 4.01(b), and shall be approved by the Plan Commission prior to issuance of any permits.

ARTICLE V.

PUBLIC PARTICIPATION

5.01 Zoning and Planned Unit Development. In the event the Property must be rezoned for the Project, the City shall, subject to further proceedings required by law, assist in the support of any agreed upon rezoning or variances required to complete the Project, including parking variances. Developer and Local Government Bodies shall cooperate in establishing a Planned Unit Development ("PUD") for the Project.

5.02 Taxable Economic Development Revenue Bonds. The City shall, subject to further proceedings required by law to cause the issuance of, in one or more series, taxable economic development revenue bonds, pursuant to Indiana Code 36-7-12 (the "Bonds"), in an aggregate principal amount not to exceed Six Million Two Hundred Fifty Thousand Dollars (\$6,250,000), for a period of twenty-five (25) years and at a maximum interest rate of 5.0% per annum. The Bonds will be payable solely from the TIF Revenues (as defined herein) generated by this project and as projected by the City's Financial Advisors (attached hereto) and, to the extent TIF Revenues

are insufficient to repay the Bonds (the "Deficiency Amount"), the Developer shall pay the Deficiency Amount. The Developer or an affiliate of Developer may purchase the Bonds.

5.03 Creation of Economic Development Area and Pledge of TIF Revenues. The Local Government Bodies shall each, subject to further proceedings required by law, participate and assist in the creation of, pursuant to Ind. Code §36-7-14, an Economic Development Area (the "Area") and a tax increment finance allocation area ("TIF Area"), the boundaries of each of which are coterminous with the Property. It is currently contemplated that the Project and resulting increases in assessed valuation of the real property will generate tax increment revenues (the "TIF Revenues") and the TIF Projections. The Local Government Bodies shall, subject to further proceedings required by law, pledge 100% of the TIF Revenues to the repayment of the Bonds (the "TIF Pledge"), thereby reducing the Developer's obligations to repay the Bonds. The Local Government Bodies agree that the Property is currently tax exempt and the base assessed value of the Property will continue to be \$0 for purposes of calculating TIF Revenues available for the TIF Pledge.

5.04 Referendum Property Taxes. Owner will be responsible for paying annual property taxes related to any and all school referendums approved by the Local Government Bodies.

5.05 Costs of Issuance. All of the City's reasonable third-party costs (including reasonable professional costs) relating to the negotiation of the incentive and the issuance of the Bonds ("Cost of Issuance") shall be paid from the Bond proceeds, which Costs of Issuance shall not exceed \$115,000.

5.06 Regional Development Authority. City will coordinate with its Regional Development Authority ("RDA") pursuant to Indiana Code §36-7.6-2 et seq. in order to qualify the Project for the maximum Indiana Redevelopment Tax Credit authorized under Indiana Code §6-3.1-34 and/or for the maximum Indiana READI grant authorized under Indiana Code §5-28-41.

5.07 Environmental Restrictive Covenant. Developer understands the Property is subject to an Environmental Restrictive Covenant ("ERC") with the Indiana Department of Environmental Management ("IDEM"). City will work with the Developer and IDEM to amend the ERC to allow for the Project on the Property. The City shall be responsible for all costs necessary to remove the pollutants or hazardous materials and debris if necessary to permit the Project on the Property.

ARTICLE VI.

ADDITIONAL REPRESENTATIONS, WARRANTIES COVENANTS. AND CONSENTS OF THE DEVELOPER

6.01 Authority. The Developer represents and warrants that it has all requisite authority to enter into this Agreement and will proceed with due diligence to complete the Project.

6.02 Compliance with Law. The Developer agrees to comply in all material respects with all applicable laws related to the construction, development and use of the Property and the Project.

ARTICLE VII.

AUTHORITY

7.01 Actions. The Local Government Bodies represent and warrant that they have taken or will take (subject to the Developer's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable the Local Government Bodies to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on their part to be kept and performed as provided by the terms and provisions hereof.

7.02 Powers. The Local Government Bodies represent and warrant that they have full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform their respective obligations under this Agreement, subject to section 7.03 hereof.

7.03 Future Actions. The parties acknowledge that the agreements of the Local Government Bodies under this Agreement are subject to future actions by such bodies, and by the bodies of the City of Goshen Common Council (the "Council") and the City's Economic Development Commission (the "EDC"), and compliance with statutory procedures required by law, including public notice and public hearing requirements. The Local Government Bodies agree to complete such statutory procedures, and to coordinate with the governing bodies of the Council and the EDC to complete such statutory procedures, and to take the final actions required to implement such agreements.

7.04 Representations and Warranties of the City. The City hereby makes the following representations and warranties for the purpose of inducing Developer to enter into this Agreement: (a) City has no knowledge of any off-record or undisclosed legal or equitable interest in the Property owned or claimed by any other person or entity; (b) if the Property consist of more than one parcel, all of such parcels are contiguous; (c) the rights of tenants or other possessory interests in the Property have been fully disclosed to Developer; (d) to the best of City's knowledge, there is not now, nor has there ever been any environmental condition at the Premises which has given or could give rise to (i) liability on the part of Developer to reimburse any governmental authority or other party for the costs of such clean-up or (ii) a lien or encumbrance on the Property; and (e) to the best of City's knowledge, the Property (i) contains no facilities that are subject to reporting under applicable law; and (ii) are not the site of any underground storage tanks for which notification is required under applicable law as of the date of Closing. The representations and warranties made by City under this Section 7.04 shall survive for a period of one (1) year following Closing. The foregoing representations and warranties are true as of the date of this Agreement, and shall be true as of the date of Closing.

ARTICLE VIII.

GENERAL PROVISIONS

8.01 No Agency, Partnership or Joint Venture. Nothing contained in this Agreement nor any act of the Local Government Bodies and the Developer, or any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, or if principal and agent, limited or general partnership, or joint venture between the Local Government Bodies and the Developer.

8.02 Enforcement. No entity other than Developer shall have the right to enforce the obligations of the Local Government Bodies under this Agreement; provided, however, that Developer may assign its right to enforce the obligations of the Local Government Bodies under this Agreement to any affiliate of the Developer and to investors or lenders of the Developer with the consent of the Local Government Bodies.

8.03 Breach. Before any failure of any party to this Agreement to perform its obligations hereunder shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after thirty (30) days, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity; provided, however, if such cure, being diligently pursued, is not reasonably capable of being cured within thirty (30) days, the breaching party shall have such additional time as is reasonable to cure such breach before the non-breaching party may seek any remedy available at law or equity.

8.04 No Other Agreement. The parties concur that this Agreement constitutes the parties' mutual recognition that no other contracts or agreements, oral or written, exists between them with respect to the subject matter contained herein and that if such oral or written contracts or agreements exist, such are hereby superseded. Each party hereby represents to the other that it will not rely upon any agreement, contract or understanding with respect to the subject matter hereof not reduced to writing and incorporated into this Agreement prior to the execution hereof or not reduced to writing and incorporated into written amendments to this Agreement.

8.05 Notices. All notices required to be given under this Agreement shall be mailed by certified mail, return receipt requested, or deposited with a nationally recognized overnight delivery service, properly addressed to the party to be notified, at the address set forth below:

To the City: City of Goshen, Indiana
 202 South Fifth Street
 Goshen, IN 46528
 Attention: Mayor

With a copy to: Larry Barkes
 Attorney, Goshen Redevelopment Commission
 204 East Jefferson Street
 Goshen, IN 46528

To the Redevelopment
Commission: City of Goshen Redevelopment Commission
204 East Jefferson Street, Suite 6
Goshen, IN 46528
Attention: Becky Hutsell, Redevelopment Director

To Developer: AP Development LLC
214 East Main Street
Brownsburg, IN 46112
Attention: Jonathan R. Anderson, Esq.

8.06 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.07 Amendment. This Agreement may be amended only in writing signed by each of the parties.

8.08 Assignment. Developer shall be permitted to assign this Agreement to an affiliate of Developer or an entity in which an affiliate of Developer serves as the general partner with the consent of the Local Government Bodies; provided, however, that such assignments shall not release Developer from its liability hereunder which shall remain in full force and effect. Except as permitted in this Section 8.08, neither party may assign its rights and obligations under this Agreement without the consent of the other party, which consent shall not be unreasonably delayed, conditioned or withheld. If consent is given, assignments shall not release Developer or the Local Government Bodies, as applicable, from their respective liability hereunder which shall remain in full force and effect.

8.09 Indiana Law. This Agreement and all Exhibits attached hereto shall be construed in accordance with the laws of the State of Indiana.

8.10 Venue. The parties agree that if any litigation arises out of this Agreement that such litigation shall be brought in a court of competent jurisdiction in Elkhart County, Indiana.

8.11 Waiver. No delay or failure by Developer or the Local Government Bodies to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

8.12 Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8.13 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and the Local

Government Bodies have approved or ratified this Agreement at public meetings, as required under Indiana law.

8.14 Counterparts. This Agreement may be executed in several counterparts but taken together shall be one and the same instrument and all shall be deemed originals.

8.15 Force Majeure. No party shall be liable for any failure to perform its obligations to the extent a delay in performing such obligations is due to acts of nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster, but not including weather conditions which could be reasonably anticipated), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, pandemic or interruption or failure of power sources.

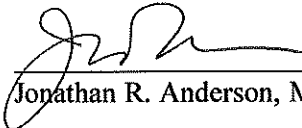
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SIGNATURE PAGE TO
ECONOMIC DEVELOPMENT AGREEMENT
(Ariel Cycleworks Project)

AP DEVELOPMENT LLC

Date: April 27, 2022

By:

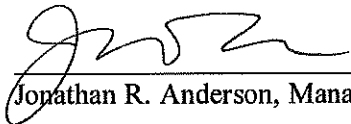


Jonathan R. Anderson, Manager

AP CYCLEWORKS LLC

Date: April 27, 2022

By:



Jonathan R. Anderson, Manager

CITY OF GOSHEN

Date: April ____, 2022

By:

Jeremy Stutzman, Mayor

**CITY OF GOSHEN REDEVELOPMENT
COMMISSION**

Date: April ____, 2022

By:

Vince Turner, President

SIGNATURE PAGE TO
ECONOMIC DEVELOPMENT AGREEMENT
(Ariel Cycleworks Project)

AP DEVELOPMENT LLC

Date: April ____, 2022

By: _____
Jonathan R. Anderson, Manager

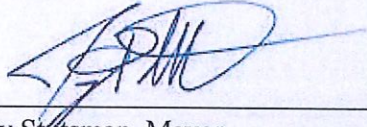
AP CYCLEWORKS LLC

Date: April ____, 2022

By: _____
Jonathan R. Anderson, Manager

CITY OF GOSHEN

Date: April 18, 2022

By:  _____
Jeremy Statsman, Mayor

**CITY OF GOSHEN REDEVELOPMENT
COMMISSION**

Date: March 21, 2022

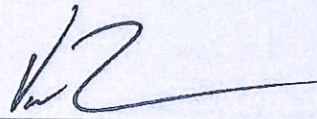
By:  _____
Vince Turner, President

Exhibit A

LEGAL DESCRIPTION

(TO BE CONFIRMED BY TITLE COMMITMENT)

A part of the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 15, Township 36 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, Indiana and more particularly described as follows:

Commencing at an iron pipe marking the intersection of the South line of the West Half (W ½) of the Northwest Quarter (NW ¼) of said Section 15 and the East line of the former C.C.C. & St. Louis Railroad right of way; thence on an assumed bearing of due North along the East line of said railroad right of way, a distance of 789.23 feet to a rebar marking the intersection of the North line of Plymouth Avenue, also the South line of the vacated portion of Plymouth Avenue as recorded in Miscellaneous Record Volume 50, page 614 of the Elkhart County Recorder's Office and the East line of said railroad right of way and the point of beginning of this description; thence continuing on a bearing of due North along the East line of said railroad right of way, a distance of 482.60 feet to a rebar marking the intersection of the South line of Douglas Street and the East line of said railroad right of way; thence South 88 degrees 58 minutes 27 seconds East along the South line of Douglas Street, a distance of 356.01 feet to a cross-cut marking the intersection of the South line of Douglas Street and the West line of Tenth Street, also the Northeast corner of Lot #10 of THOMAS ADDITION to the City of Goshen; thence South 0 degrees 02 minutes 00 seconds East along the West line of Tenth Street, a distance of 478.00 feet to a rebar marking the intersection of the West line of Tenth Street and the North line of Plymouth Avenue, also the Southeast corner of Lot #1 of PURL AND HOPE'S EAST ADDITION to the City of Goshen; thence North 88 degrees 45 minutes 00 seconds West along the North line of Plymouth Avenue, a distance of 82.5 feet to a rebar; thence South 0 degrees 02 minutes 00 seconds East along the East line of the vacated portion of Plymouth Avenue, as vacation is recorded in Miscellaneous Record Volume 50, page 614 of the Elkhart County Recorder's Office, a distance of 6.00 feet to a rebar; thence North 88 degrees 45 minutes 00 seconds West along the North line of Plymouth Avenue, also the South line of the vacated portion of Plymouth Avenue as described above a distance 273.82 feet to the point of beginning of this description.

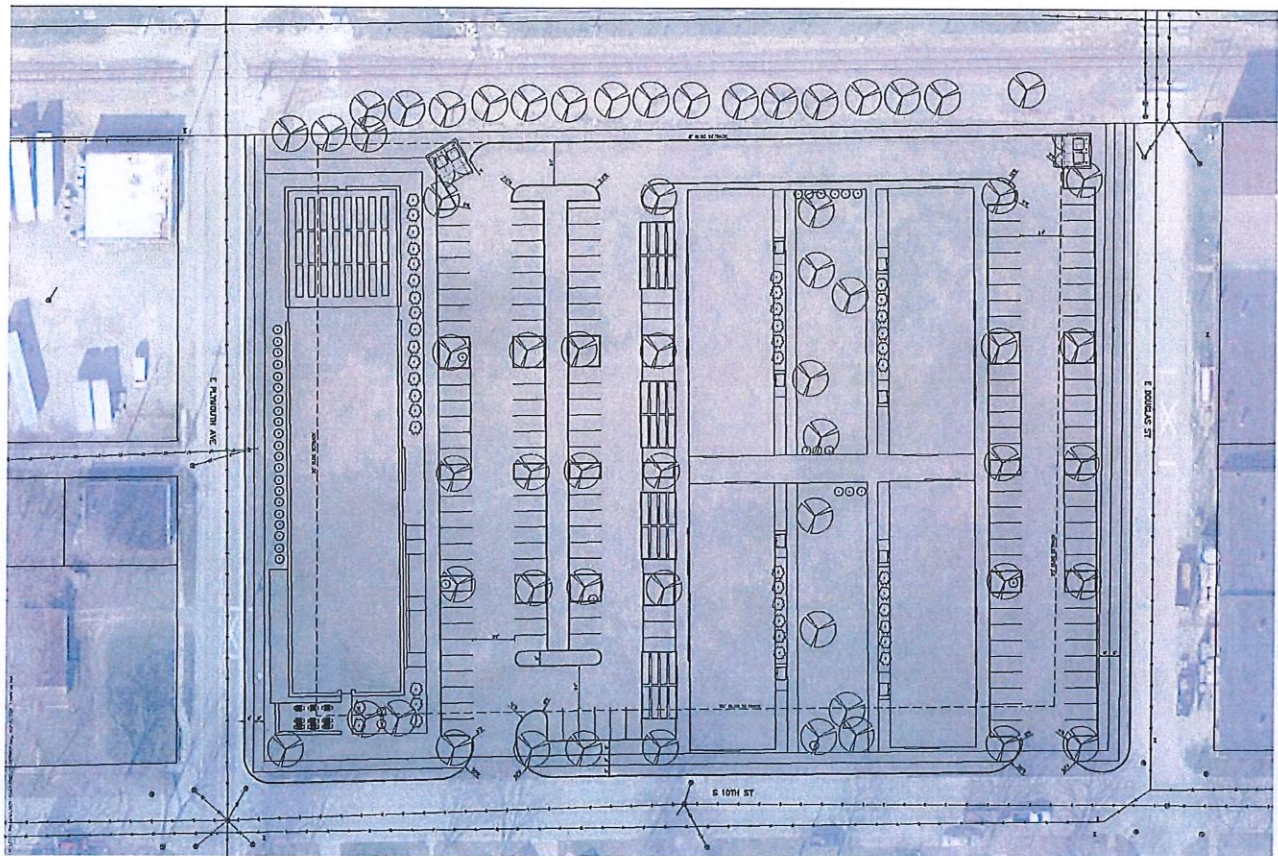
This real estate is commonly known and referred to as 620 East Douglas Street, Goshen, Indiana 46526. Parcel No. 20-11-15-153-001.000-015.

EXHIBIT B

ARIEL CYCLEWORKS PROJECT DESCRIPTION

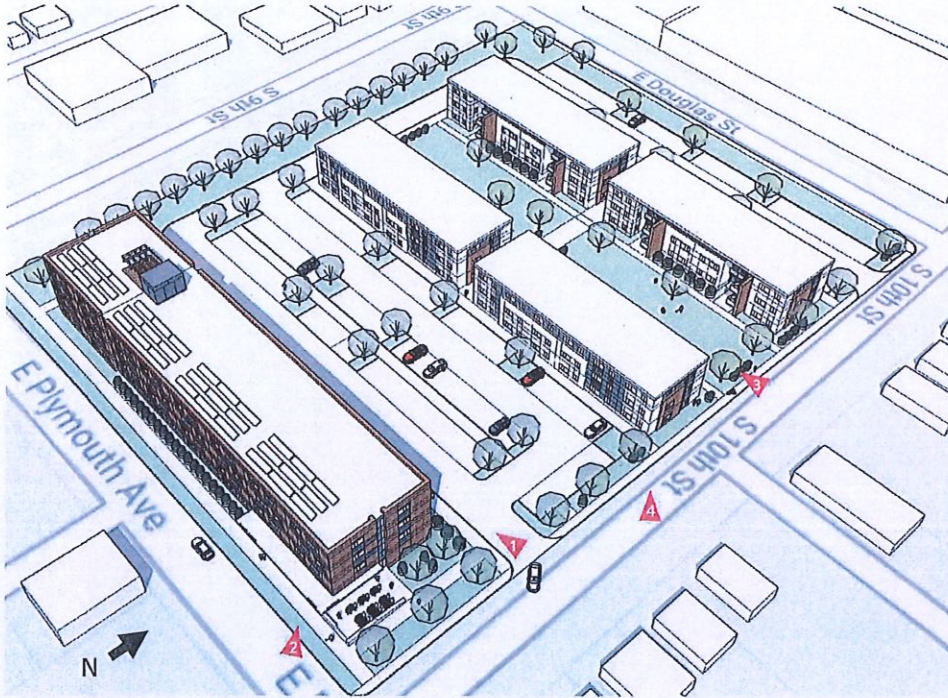
The acquisition and redevelopment of the former Western Rubber site located at 620 East Douglas Street in Goshen, Indiana as a mixed-use development containing approximately 1138 units of residential apartments and approximately 5,000 SF of commercial / institutional space.

Exhibit C - SITE PLAN CONCEPT



ARIEL CYCLEWORKS

AXONOMETRIC VIEW
FROM SOUTHEAST



DELV
DESIGN

GROUND LEVEL VIEWS
LOCATIONS AS NOTED



DELV DESIGN // CONCEPT 1

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Western Rubber Project

ESTIMATED TAX INCREMENT FOR THE PROPOSED DEVELOPMENT

	January 1 Completion Date	Estimated Sq. Ft./Acre	Estimated Assessed Value / Sq. Ft./Acre	Estimated Assessed Value Year Payable 2025
	(1)	(2)	(3)	
Proposed Development				
Apartments	2024	150,920	\$90	\$13,582,800
Commercial	2024	5,780	60	346,800
Land (4)	2024	5.13	30,000	153,900
				<hr/>
Estimated Net Assessed Value				14,083,500
Less: Base Assessed Value (5)				<hr/> 0
Estimated Incremental Assessed Value				14,083,500
Times: Net Tax Rate (6)				<hr/> \$3.4216
Sub-total				481,880
Less: Estimated Circuit Breaker Credit (7)				<hr/> (142,820)
Estimated Net Property Taxes				339,060
Less: Estimated Referendum Taxes (8)				<hr/> (53,880)
Estimated Tax Increment				285,180
Plus: Additional TIF from LIT PTRC (9)				<hr/> 24,290
Estimated Net Tax Increment (10)				<hr/><hr/>\$309,470

- (1) Per City representatives. Assumes the first taxes payable year will be the year following the January 1 assessment date.
- (2) Per Developer representatives.
- (3) Estimated assessed values are based upon comparable properties located within Elkhart County. The actual assessed values will be determined by the Elkhart County Assessor upon completion, and the actual assessed values may be materially different from the values assumed in this analysis.
- (4) Assumes the project is located on parcel 20-11-15-153-001.000-015 (the "Project Parcel") and that the Project Parcel will be assessed as primary commercial land.
- (5) Represents the pay 2022 base assessed value of the Project Parcel per the Elkhart County Auditor's office.
- (6) Represents the pay 2022 tax rate for the Goshen City-Elkhart Township taxing district of \$3.5940, less the 2021 LIT Property Tax Replacement Credit of 5.3678%.
- (7) Accounts for the application of the Circuit Breaker Tax Credit, which limits property tax liability to 2.0% of gross assessed value for non-homestead residential property and 3.0% for commercial property. The Goshen Community School Corporation combined referendum tax rate of \$0.3826 does not apply to the calculation of the Circuit Breaker Tax Credit.
- (8) Represents the taxes that will be captured by the Goshen Community School Corporation combined referendum tax rate of \$0.3826.
- (9) Represents the taxes from the LIT Property Tax Replacement Credit that will be reimbursed to the Redevelopment Commission in the form of Tax Increment.
- (10) Assumes 100% of the Tax Increment is pledged for debt service on the Bonds.

Note: This analysis assumes no additional growth in assessed values or changes in tax rates. Changes to these assumptions or to those outlined above may have a material effect on the tax increment estimates contained in this analysis.

(Subject to the attached letter dated February 17, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2

Western Rubber Project

ILLUSTRATIVE PROJECT COSTS AND FUNDING

Assumes 25-Year Bonds

Illustrative Project Costs:

Net proceeds available for the Project	\$4,305,000
Capitalized interest through January 1, 2025 (1)	0
Allowance for Bond issuance costs and contingencies	<u>116,000</u>
Total Illustrative Project Costs	<u><u>\$4,421,000</u></u>

Illustrative Project Funding:

Illustrative Economic Development Revenue Bonds of 2022 (2)	<u><u>\$4,421,000</u></u>
---	---------------------------

- (1) Assumes the Developer will forgo the interest during construction. If the Developer does not forgo interest, the net proceeds would decrease by \$463,223.
- (2) Assumes the bonds will be purchased by the Developer or a related subsidiary and will be payable solely from project tax increment.

(Subject to the attached letter dated February 17, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2

Western Rubber Project

**ILLUSTRATIVE AMORTIZATION OF \$4,421,000 PRINCIPAL AMOUNT OF
ECONOMIC DEVELOPMENT REVENUE BONDS OF 2022**

Assumes Bonds dated May 18, 2022

Payment Date	Principal Outstanding	Principal	Illustrative Interest Rate (1)	Illustrative Interest	Illustrative Total Debt Service	Illustrative Fiscal Year Debt Service
07/01/22	\$4,421,000			\$21,123 (2)	\$21,123	
01/01/23	4,421,000			88,420 (2)	88,420	\$109,543
07/01/23	4,421,000			88,420 (2)	88,420	
01/01/24	4,421,000			88,420 (2)	88,420	176,840
07/01/24	4,421,000			88,420 (2)	88,420	
01/01/25	4,421,000			88,420 (2)	88,420	176,840
07/01/25	4,421,000	\$64,000	4.00%	88,420	152,420	
01/01/26	4,357,000	64,000	4.00%	87,140	151,140	303,560
07/01/26	4,293,000	67,000	4.00%	85,860	152,860	
01/01/27	4,226,000	67,000	4.00%	84,520	151,520	304,380
07/01/27	4,159,000	69,000	4.00%	83,180	152,180	
01/01/28	4,090,000	70,000	4.00%	81,800	151,800	303,980
07/01/28	4,020,000	72,000	4.00%	80,400	152,400	
01/01/29	3,948,000	73,000	4.00%	78,960	151,960	304,360
07/01/29	3,875,000	75,000	4.00%	77,500	152,500	
01/01/30	3,800,000	75,000	4.00%	76,000	151,000	303,500
07/01/30	3,725,000	78,000	4.00%	74,500	152,500	
01/01/31	3,647,000	79,000	4.00%	72,940	151,940	304,440
07/01/31	3,568,000	81,000	4.00%	71,360	152,360	
01/01/32	3,487,000	82,000	4.00%	69,740	151,740	304,100
07/01/32	3,405,000	84,000	4.00%	68,100	152,100	
01/01/33	3,321,000	85,000	4.00%	66,420	151,420	303,520
07/01/33	3,236,000	88,000	4.00%	64,720	152,720	
01/01/34	3,148,000	88,000	4.00%	62,960	150,960	303,680
07/01/34	3,060,000	91,000	4.00%	61,200	152,200	
01/01/35	2,969,000	92,000	4.00%	59,380	151,380	303,580
07/01/35	2,877,000	95,000	4.00%	57,540	152,540	
01/01/36	2,782,000	96,000	4.00%	55,640	151,640	304,180
07/01/36	2,686,000	99,000	4.00%	53,720	152,720	
01/01/37	2,587,000	100,000	4.00%	51,740	151,740	304,460
07/01/37	2,487,000	103,000	4.00%	49,740	152,740	
01/01/38	2,384,000	104,000	4.00%	47,680	151,680	304,420
07/01/38	2,280,000	107,000	4.00%	45,600	152,600	
01/01/39	2,173,000	108,000	4.00%	43,460	151,460	304,060
07/01/39	2,065,000	112,000	4.00%	41,300	153,300	
01/01/40	1,953,000	112,000	4.00%	39,080	151,080	304,360
07/01/40	1,841,000	116,000	4.00%	36,820	152,820	
01/01/41	1,725,000	117,000	4.00%	34,500	151,500	304,320
07/01/41	1,608,000	121,000	4.00%	32,160	153,160	
01/01/42	1,487,000	121,000	4.00%	29,740	150,740	303,900
07/01/42	1,366,000	126,000	4.00%	27,320	153,320	
01/01/43	1,240,000	126,000	4.00%	24,800	150,800	304,120
07/01/43	1,114,000	131,000	4.00%	22,280	153,280	
01/01/44	983,000	131,000	4.00%	19,660	150,660	303,940
07/01/44	852,000	136,000	4.00%	17,040	153,040	
01/01/45	716,000	137,000	4.00%	14,320	151,320	304,360
07/01/45	579,000	142,000	4.00%	11,580	153,580	
01/01/46	437,000	142,000	4.00%	8,740	150,740	304,320
07/01/46	295,000	147,000	4.00%	5,900	152,900	
01/01/47	148,000	148,000	4.00%	2,960	150,960	303,860
Totals		\$4,421,000		\$2,731,623	\$7,152,623	\$7,152,623

- (1) The actual interest rate will be determined through negotiation with the Developer, in its role as Bond purchaser. The actual interest rate may vary materially from the rate assumed in this analysis.
 (2) Assumes the developer will forgo the interest during construction.

(Subject to the attached letter dated February 17, 2022)
 (Preliminary - Subject to Change)
 (For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2

Western Rubber Project

**COMPARISON OF ESTIMATED PLEDGED TAX INCREMENT AND
ILLUSTRATIVE ANNUAL DEBT SERVICE**
Assumes 25-Year Bonds

Taxes Payable Year	Estimated Pledged Tax Increment (1)	Allowance for TIF Administration Fees	Net Tax Increment	Illustrative Debt Service (2)	Estimated Tax Increment Remaining
2025	\$309,470	(\$5,000)	\$304,470	(\$303,560)	\$910
2026	309,470	(5,000)	304,470	(304,380)	90
2027	309,470	(5,000)	304,470	(303,980)	490
2028	309,470	(5,000)	304,470	(304,360)	110
2029	309,470	(5,000)	304,470	(303,500)	970
2030	309,470	(5,000)	304,470	(304,440)	30
2031	309,470	(5,000)	304,470	(304,100)	370
2032	309,470	(5,000)	304,470	(303,520)	950
2033	309,470	(5,000)	304,470	(303,680)	790
2034	309,470	(5,000)	304,470	(303,580)	890
2035	309,470	(5,000)	304,470	(304,180)	290
2036	309,470	(5,000)	304,470	(304,460)	10
2037	309,470	(5,000)	304,470	(304,420)	50
2038	309,470	(5,000)	304,470	(304,060)	410
2039	309,470	(5,000)	304,470	(304,360)	110
2040	309,470	(5,000)	304,470	(304,320)	150
2041	309,470	(5,000)	304,470	(303,900)	570
2042	309,470	(5,000)	304,470	(304,120)	350
2043	309,470	(5,000)	304,470	(303,940)	530
2044	309,470	(5,000)	304,470	(304,360)	110
2045	309,470	(5,000)	304,470	(304,320)	150
2046	309,470	(5,000)	304,470	(303,860)	610
Totals	\$6,808,340	(\$110,000)	\$6,698,340	(\$6,689,400)	\$8,940

(1) See page 2. Assumes 100% of the Tax Increment is pledged for debt service on the Bonds.
(2) See page 7.

(Subject to the attached letter dated February 17, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

RESOLUTION 07-2025

**RESOLUTION APPROVING THE CONSENT TO ASSIGNMENT OF
ECONOMIC DEVELOPMENT AGREEMENT**

Whereas, the Goshen Redevelopment Commission (“Commission”) is responsible for fostering economic development and redevelopment within the City of Goshen;

Whereas, the Commission previously sought proposals for the redevelopment of certain parcels of real estate, commonly known as the Millrace Townhomes site, to promote residential development in the area;

Whereas, the Commission has negotiated an agreement with TROTМ, LLC (“Purchaser”) for the sale, purchase, and development of approximately 1.01 acres of real estate, legally described in the Agreement, for the purpose of constructing three (3) residential structures consisting of eighteen (18) owner-occupied townhomes (the “Project”);

Whereas, under the terms of the Agreement (1) the Commission will convey the subject real estate to Purchaser upon Purchaser obtaining all necessary zoning approvals no later than May 1, 2025, (2) Commission will retain a \$3,000,000 lien on the property to ensure Purchaser’s investment and development obligations are met, (3) Purchaser will invest a minimum \$13,000,000 into the Project before the lien is release, (4) Commission agrees to fund certain environmental remediation and infrastructure improvements necessary for the development, including soil remediation, sidewalk and curb relocation, stormwater connection, and other site preparation efforts, and (5) Purchaser agrees to construct the first structure containing six (6) townhomes no later than March 1, 2026, and complete the Project by March 1, 2029;

Whereas, the Commission finds that the terms of the Agreement are in the best interest of the City of Goshen and will promote redevelopment and economic growth in the area;

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

1. The Goshen Redevelopment Commission hereby approves the Agreement for the Sale, Purchase, and Development of Real Estate with TROTМ, LLC for The Row on the Millrace project, as present.
2. The Commission authorizes the Redevelopment Director to take all necessary actions to execute the Agreement and any related documents, including facilitating closing and implementing the obligations set forth herein.

PASSED and ADOPTED by the Goshen Redevelopment Commission this March 11, 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 an Agreement for the Sale, Purchase and Development of Real Estate for The Row on the Millrace (former Millrace Townhomes) Property

DATE: March 11, 2024

For nearly two years, staff has been working with Viewrail on The Row on the Millrace project, which is the land previously known as the Millrace Townhomes site. While their original proposal submitted in response to our RFP for the land was for an apartment project, last February they presented their updated plans to the Commission explaining their desire and reasoning for instead transitioning the project to 18 owner-occupied townhomes instead. Since that time, we've been working on the specifics of the agreement. This month, we are bringing to you an Agreement for the Sale, Purchase and Development of Real Estate for this project.

The terms of the agreement are very similar to what was included in the agreement with Sivan for the Millrace Townhomes project and include the following requests from the Commission to facilitate the development.

1. Redevelopment will work with Purchaser to obtain a Site Status Letter from the Indiana Brownfield Program for the development and fund the completion of a Phase I Environmental Site Assessment within 180 days of closing.
2. Indiana Department of Environmental Management (IDEM) requires a two (2) foot cap of clean soil in any areas of the lots that are greenspace. Once final site layout has been established by the Purchaser, Redevelopment will compile available soil data and submit information to IDEM showing that all greenspace meets their closure requirements. If additional soil data is needed, sampling will be completed by Redevelopment. If additional excavation work and capping is needed, Redevelopment will coordinate the remediation activities with the Purchaser and fund the work. Redevelopment will submit all final documentation to IDEM requesting environmental closure for the site be granted to the Purchaser.
3. Redevelopment will fund the transport and disposal of all soils removed by Purchaser during the construction of the three (3) residential structures and replacement of the excavated soils with clean fill during or upon completion of construction. Redevelopment acknowledges that this process may require excavation, transportation and disposal of soils at separate times; perhaps once for the construction of each residential structure.

4. Redevelopment will fund a replat of the subdivision to modify the western property line per Exhibit B prior to transfer of the land to the Developer.
5. Redevelopment agrees to affirmatively support any zoning change as long as the change is consistent with the terms and conditions of this Agreement. Redevelopment will support an approved landscaping plan through City Planning & Zoning that would allow alternative tree placement for the development.
6. Redevelopment will fund the abandonment of any unneeded water lateral/taps that were previously installed at the subject real estate. Redevelopment will fund reconstruction of any portion of River Race Drive adjacent to the subject real estate impacted by the abandonment of the unneeded water lateral/taps.
7. Redevelopment will not require the abandonment of unneeded sanitary sewer laterals along South 2nd Street; said unneeded services will be cut below grade and capped.
8. Redevelopment will fund the relocation of the sidewalk to the west of the subject real estate so it will be adjacent to the curb along South 2nd Street.
9. Redevelopment will maintain ownership of the green space on the west side of South 2nd Street but Purchaser agrees to including a landscaping plan for this area that Purchaser will install and maintain.
10. Redevelopment will allow the subject real estate's stormwater to tie into the storm system along South 2nd Street.
11. Redevelopment will fund the reconfiguration of the curbline along the west side of River Race Drive adjacent to the project site.

As proposed in their original submittal, the land will be transferred to TROTM, LLC for \$1.00. However, the Commission will hold a mortgage on the land for \$3 million to ensure that development occurs and to allow for the leverage to require the land back if development of the 3 lots fails to occur.

Per the agreement, the timing for the transfer of land will occur no later than May 1, 2025. This provides time to work through the necessary steps with the Indiana Brownfields Program regarding site closure based on environmental conditions and this specific project layout while also allowing Viewrail to obtain all necessary zoning changes and receiving all approvals through the City's Tech Review process. Lastly, the agreement requires that the first building (containing six (6) residential units), be completed by March 1, 2026 with the remaining buildings being constructed no later than March 1, 2029.

Requested Motion: Approve an Agreement for the Sale, Purchase and Development of Real Estate for The Row on the Millrace (former Millrace Townhomes) Property

AGREEMENT FOR THE SALE, PURCHASE AND DEVELOPMENT OF REAL ESTATE

THIS AGREEMENT, is made and entered into this March ____, 2025, by and between City of Goshen, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission and Board of Public Works and Safety, hereinafter referred to as “Redevelopment,” and TROT M, LLC, an Indiana domestic limited liability company, hereinafter referred to as “Purchaser.”

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

WHEREAS, Purchaser intends to construct three (3) residential structures consisting of six (6) townhomes per structure, with anticipated square footage of at least two thousand five hundred (2,500’) per townhome, with an anticipated capital investment of approximately Fifteen Million Dollars (\$15,000,000.00) (the “Project”);

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

REAL ESTATE

The subject real estate is described as follows:

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

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

CONSIDERATION FOR PURCHASE AND DEVELOPMENT

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

subject real estate to Purchaser upon Purchaser obtaining all zoning approvals, by no later than May 1, 2025.

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

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

REDEVELOPMENT LIEN

Redevelopment will retain a mortgage in the amount of Three Million Dollars (\$3,000,000.00) to insure that Purchaser makes the agreed to investment in the real estate. At the time of the sale of a developed parcel of real estate Redevelopment will release the mortgage so that the parcel can be sold free and clear of the mortgage. If Purchaser transfers any undeveloped parcel of the real estate to Redevelopment, Redevelopment agrees to release the mortgage as to the portion of the real estate transferred. Additionally, Redevelopment agrees to subordinate its mortgage to allow Purchaser to acquire financing for the project so long as such financing is used solely for this development.

Once Purchaser has invested Thirteen Million Dollars (\$13,000,000.00) into the real estate, Redevelopment will completely release its mortgage. Purchaser shall submit a certified report, prepared by a licensed accountant or financial professional, verifying that Purchaser has invested the minimum of Thirteen Million Dollars (\$13,000,000.00) into the Project and subject real estate prior to Redevelopment releasing its mortgage entirely. The investment verification shall include documentation of hard and soft costs such as construction materials, labor, engineering, architectural services, and other directly related expenses.

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

OBLIGATIONS OF REDEVELOPMENT

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

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

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

11. Curbs along east side of the property/west edge of River Race Dr.

OBLIGATIONS OF PURCHASER

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

1. Purchaser agrees to develop a site plan and construct building and improvements consistent with the Purchaser's plan as presented to the Redevelopment Commission on February 13, 2024.
2. Construct all building water lines and building sewer lines necessary to provide water and sewer service to each building constructed.
3. Comply with all applicable federal, state and local laws including all building codes and ordinances, all applicable zoning, and subdivision ordinances and all city engineering policies and standards.
4. Submit final site plans and architectural plans to Redevelopment Commission and obtain the Commission's approval before commencing construction. Approval will not be unreasonably withheld by the Commission.
5. Retention of stormwater by a method approved by city engineering department or otherwise consistent with this Agreement.
6. Develop a landscaping plan for the green space on the west side of South 2nd Street that Purchaser will install and that Purchaser will maintain said green space following installation. Upon completion of development and Purchaser's obligations hereunder, Purchaser shall transfer responsibility for maintenance of the green space to a properly formed and established HOA. It is anticipated that Redevelopment and said HOA will enter into an agreement concerning ongoing maintenance of the green space.

INFRASTRUCTURE CONSTRUCTION REQUIREMENTS

1. Water building lines, sewer building lines, sidewalks, and other appurtenant facilities, shall be constructed in accordance with detailed plans and specifications approved in advance of construction by the Goshen City Engineer and the Goshen Board of Public Works and Safety.
2. Redevelopment and Purchaser each agree to execute all deeds of easements, rights of way or other documents that are reasonably necessary, desirable or appropriate to further the development of the subject real estate and to provide for the future

maintenance of the City of Goshen's water mains, sewer mains, streets and sidewalks.

3. All easements and rights of way obtained shall be recorded in the office of the Recorder of Elkhart County, State of Indiana.
4. City of Goshen will supply each residential building constructed on the subject real estate with water and sewer services to the property line upon the completion of the sewer building lines and water building lines necessary to provide the subject real estate with water and sewer services, but only if Purchaser constructs, at Purchaser's expense or otherwise consistent with this Agreement, water and/or sewer building lines from each building to be serviced to the existing water main or sewer main. Such building lines must be constructed in accordance with specifications reasonably approved by the Goshen City Engineer.
5. All new buildings constructed on the subject real estate shall be connected to the City's sewer system and water system at the expense of the purchaser of the subject real estate before the building is occupied.

PHASING AND DUTY TO DEVELOP

Purchaser will construct the exterior and the framework of the first structure, said structure consisting of at least fifteen thousand square feet (15,000 sq.ft.) on or before March 1, 2026. Timing of the construction of the remaining structures will be based on demand, except all three (3) structures and all eighteen (18) townhomes must be constructed by March 1, 2029.

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

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

LANDSCAPING REQUIREMENTS

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

CLOSING

The closing to transfer ownership of the subject real estate to Purchaser shall occur on or before May 1, 2025, subject to Purchaser obtaining all necessary zoning approvals for development of the subject real estate. The closing deadline may be extended by agreement of both parties. Parties will equally share the costs of the closing agent.

TITLE INSURANCE

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

WARRANTIES

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

POSSESSION OF REAL ESTATE

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

RISK OF LOSS

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

PURCHASER'S WARRANTIES AND REPRESENTATIONS

1. Purchaser will construct buildings and infrastructure on the subject real estate in accordance with detailed plans submitted to Redevelopment for review and comment by Redevelopment prior to construction. Purchaser's construction will comply with all applicable federal, state and city statutes including building codes, subdivision ordinances, zoning ordinances, environmental rules and regulations. This agreement shall not be construed to limit Purchaser's right to petition and obtain zoning variances as it deems necessary.
2. The person signing this agreement warrants that such person has full lawful right, power and authority to execute and deliver this agreement to Redevelopment and has the authority to obligate TROTM, LLC to carry out the terms and conditions of this agreement.

DEFAULT AND REMEDIES

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

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

Upon the occurrence of any event of default by the Purchaser, Redevelopment shall notify Purchaser in writing of the alleged default and shall demand performance to remedy the default. The Purchaser shall then proceed to remedy or cure such default with thirty (30) days after receiving the notice. If Redevelopment gives notice of a default of a nature that cannot be reasonably cured within the thirty (30) days, then no breach of this agreement shall be deemed to have occurred so long as the Purchaser, following notice by Redevelopment, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to cure the same within a reasonable period. In addition, no default shall have been deemed to have occurred if and so long as the Purchaser shall be delayed in or prevented from curing any default as a result of an unavoidable delay. An unavoidable delay shall mean any delay caused by reason of power outages, fire, acts of God, significant economic dislocations such as inflationary pressures, market collapses, or other unforeseen

economic conditions that render performance commercially impracticable, or other reasons beyond Purchaser's control and not avoidable by reasonable diligence. Following any default by the Purchaser for which the Purchaser does not diligently pursue a cure, Redevelopment may institute and exercise any and all proceedings and remedies permitted by law or equity.

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

AMENDMENT

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

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

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

MISCELLANEOUS

1. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
2. In the event that legal action is brought to enforce or interpret the terms and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
3. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorney's fees.

4. In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
5. All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
6. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Purchaser.
7. The parties' rights and obligations may not be assigned or otherwise transferred without the written consent of the other party, said consent to not be unreasonably withheld.

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

City of Goshen Redevelopment Commission

TROTM, LLC

 Becky Hutsell, Director
 Goshen Redevelopment

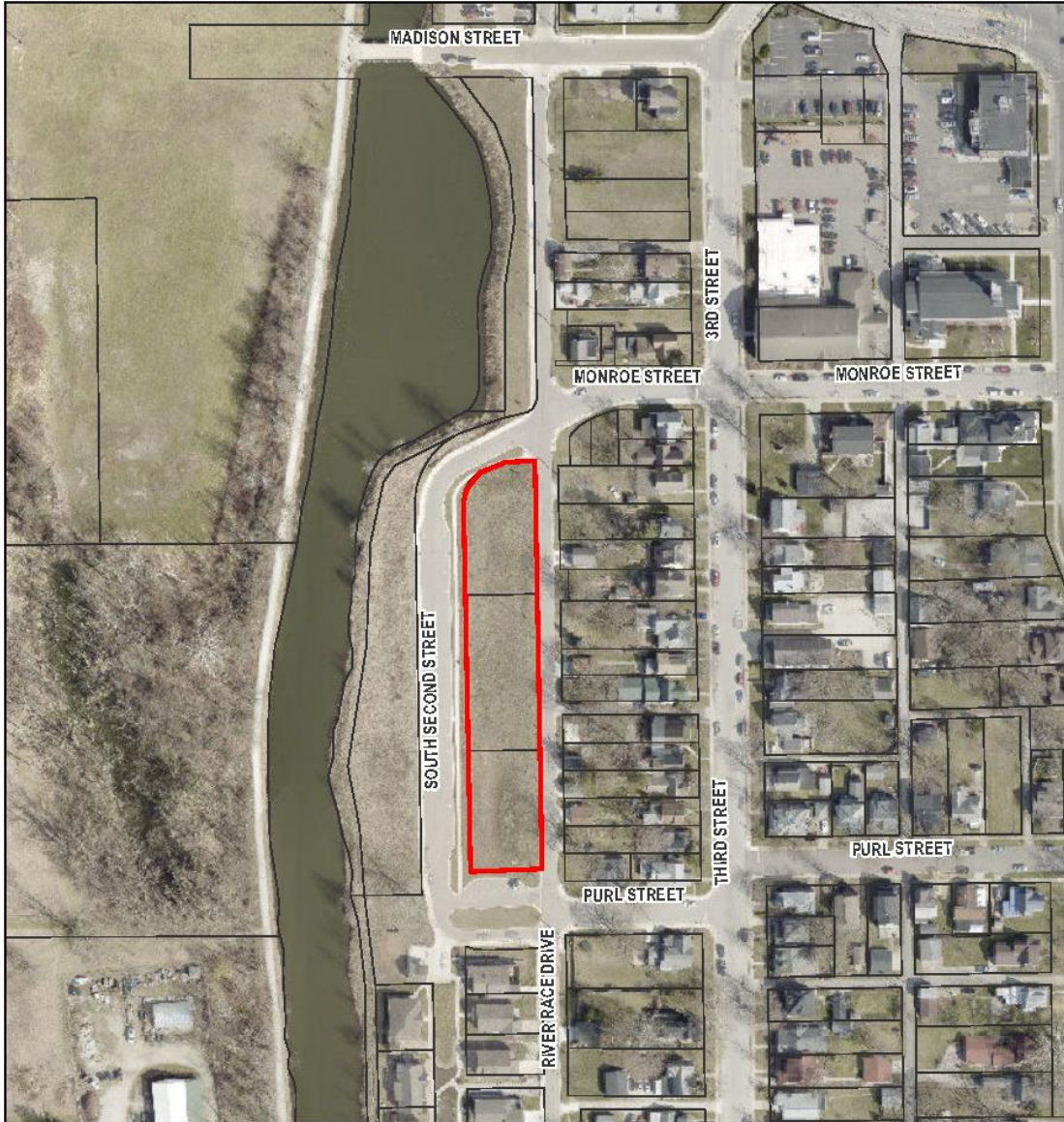
 Printed:_____

City of Goshen
 Board of Public Works and Safety

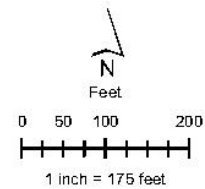
Title:_____

 Gina M. Leichty, Mayor

Exhibit A



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

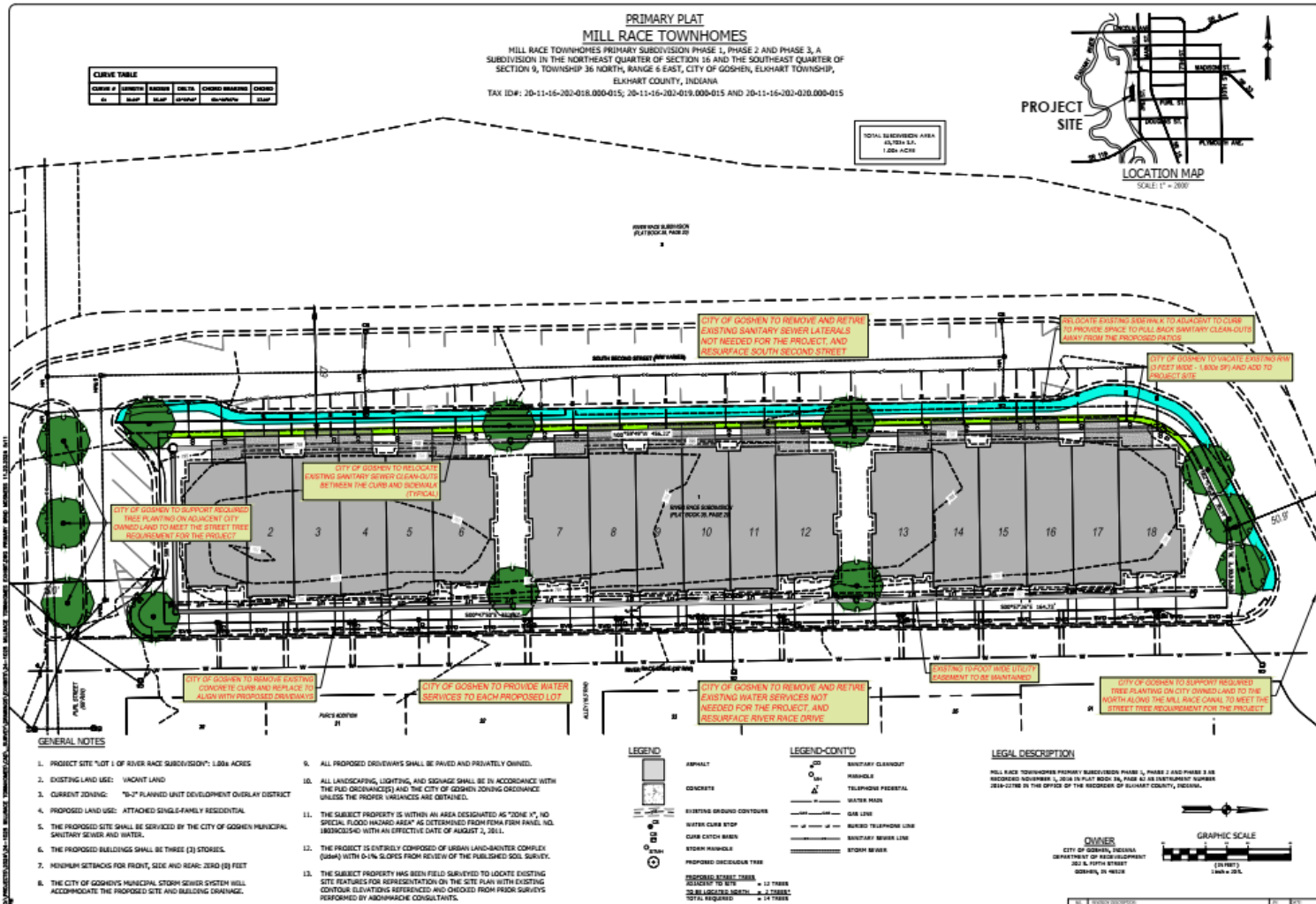


Millrace Townhomes Subdivision Redevelopment Property

Information as of
March 2023

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

Exhibit B



ABONMACHE
REGISTERED PROFESSIONAL ENGINEER
NO. 12586
1100 N. UNIVERSITY BLVD., SUITE 100
GOSHEN, INDIANA 46526
PHONE: (317) 532-1234
FAX: (317) 532-1235
WWW.ABONMACHE.COM

MILL RACE TOWNHOMES
RECORDING INFORMATION
PLAT BOOK 3A, PAGE 43

PRIMARY PLAT

DATE: 11-02-2024

24-1025

1 OF 1



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Redevelopment

FROM: Goshen Engineering Department

RE: **CHANGE ORDER NO. 5 FOR COUNTY COURTS CONSOLIDATION
ROADWAY IMPROVEMENTS
(JN: 2021-0014)**

DATE: March 6, 2025

Attached, find Change Order No. 5 for the County Courts Consolidation Roadway Improvements project.

Niblock was delayed in activating the traffic signal at US 33 and Reliance Road during good weather due to NIPSCO's failure to energize the electric service on time. After January 1, 2025, due to the need to have the intersection open, Niblock was directed to schedule the work and activate the signal. This work required temporary pavement striping to be placed with less than desirable temperatures and weather conditions. Hawk Enterprises had mobilized to the job several times only to lose half a day each time waiting for work that was cancelled due to the striping equipment freezing up or High Star cancelling due to temperatures.

Hawk Enterprises has submitted a force account claim to Niblock for the sum of \$1,480.80 to cover the loss of time on the job. Niblock is not requesting any markup but is only requesting to make their subcontractor whole.

The original contract amount was \$4,165,762.30. The force account claim will increase the contract by \$1,480.80, for a revised contract amount of \$4,257,822.92, an increase of 2.21%.

Requested motion: Move to approve Change Order No. 5 for the force account claim to cover the loss of time on the job for an increase of \$1,480.80.



**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: COLLEGE AVE – PHASE I – ADDITIONAL FUNDING REQUEST
(JN 2022-0016)**

Date: March 11, 2025

The reconstruction and widening of College Avenue between US 33 and Century Drive was originally estimated in 2019 and 2020 with a total cost of approximately \$5.4 million, which included all phases. Construction costs were originally estimated as \$3,586,000 at that time. Adjustments were made before funding requests were presented to MACOG for preliminary engineering (PE), right-of-way acquisition (RW) and construction (CN), so that Federal funding remained at the maximum 80% of each. As of 2024, construction inspection (CI) cost had not been included in a request to MACOG.

Between October and November of 2024, Structurepoint was completing Stage III plans and updated the construction estimate: Their revised CN estimate of \$7.4 million was nearly double that of the original 2020 estimate. They explained that the cost increase is largely due to significant construction cost increases for materials and labor since 2019. A large amount of undercutting and utility relocation costs also added significant amounts. Structurepoint shared that this sort of cost increase is not unusual for large construction projects over the past 3 – 4 years. However, partly due to this fact, they also have made efforts to include any and all projected costs, as there is less support from INDOT to allocate additional Federal funds for change orders during construction. There is the potential for cost savings if subgrade soils do not require as much undercutting, estimated at 20% - 25% of the entire project. The construction cost of \$7.625 million presented here includes a revised estimate of utility relocations costs.

MACOG Transportation staff were made aware of the expected construction cost estimate; however, the cost estimate was not completed in time to submit for MACOG's Call for Projects in November. MACOG is currently pursuing the possibility of swapping funds with another MPO in order to provide additional funding for College Avenue – Phase I and other large projects letting this year. Engineering understands that discussions to date have included a possible \$1 - \$2 million in Federal funds, but this is not assured. Per conversations with Caitlin Stevens, Director of Transportation at MACOG, they will need the City of Goshen to communicate a revised funding commitment before further pursuing conversations with other MPOs. She also confirmed that MACOG would not participate in CI costs for this project. In light of this, Engineering is presenting the expected cost increases to Redevelopment, along with two scenarios of local cost increases – with no additional Federal funds and what we believe to be a reasonable higher amount expected, labeled "MACOG - As Estimated" (see Table 1 on page 3).

Engineering recommends Redevelopment budget for a minimum total increase of \$3,354,000 for this project for the CN and CI phases. Of this amount, approximately \$1,000,000 would be needed for CI.

College Avenue – Phase I – Additional Funding Request

March 7, 2025

Page 2

However, it is not anticipated that CI funds will be needed until 2026 and 2027. Finally, an estimate of \$226,200 is presented as a placeholder for additional costs, above-and-beyond the City's project, related to the need to incorporate Elkhart County's Bridge 401 replacement as a County project within Goshen's College Avenue – Phase I project. This was necessary, due to delays in Goshen utility relocation for the County's bridge replacement.

Suggested Motion: Move to increase funding support for the College Avenue – Phase I project per Goshen Engineering's recommendation and communicate this commitment to MACOG.

(See Table 1 on page 3)

Table 1. Project Cost Estimates, Federal Funding and Resulting Local Costs

College Ave - Phase I		Total Costs				Federal Costs			
Phase	Original Estimate (First Listed in TIP)	Year of Estimate	2024 Estimate	Current Estimate (RW is Final Cost)	2024 - 2025 Net Change	Current Programmed	Additional Funding (Tentative Estimate)		
Preliminary Engineering (PE)	\$375,000	2019	\$680,810	\$705,008	\$24,198	\$520,486	\$43,520		
Right-of-Way (RW)	\$857,000	2019	\$1,102,225	\$1,050,223	-\$52,002	\$881,780	-\$41,602		
Construction (CN) & Contingency	\$3,875,000	2021	\$3,586,000	\$7,400,000	\$3,814,000	\$3,100,000	\$1,250,000		
Utilites			\$100,000	\$100,000	\$0				
Railroad									
<i>Subtotal of PE, RW, CN, Util.</i>			\$5,469,035	\$9,255,231	\$3,786,196	\$4,502,266	\$1,251,919		
Construction Inspection (CI)	\$535,000	(not in TIP)	\$537,900	\$1,080,000	\$542,100				
Subtotal, CN & CI			\$4,123,900	\$8,480,000	\$4,356,100	\$3,100,000	\$1,250,000		
Additional Cost (Bridge 410)			\$226,200	\$226,200	\$0				
Total, All Phases	\$5,642,000		\$6,233,135	\$10,561,431	\$4,328,296	\$4,502,266	\$1,251,919		

College Ave - Phase I		Local Costs				Revised Cost			
Phase	Current Budgeted	Revised Cost	MACOG - No Addition	Net Change	Federal %	MACOG - As Estimated	Net Change	Federal %	
Preliminary Engineering (PE)	\$120,000	\$184,522	\$184,522	\$64,522	74%	\$141,002	\$21,002	80%	
Right-of-Way (RW)	\$200,000	\$210,045	\$210,045	\$10,045	80%	\$210,045	\$10,045	80%	
Construction & Contingency	\$776,000	\$4,300,000	\$4,300,000	\$3,524,000	42%	\$3,050,000	\$2,274,000	59%	
Utilites		\$100,000	\$100,000	\$100,000	0%	\$100,000	\$100,000	0%	
Railroad									
<i>Subtotal of PE, RW, CN, Util.</i>	<i>\$1,096,000</i>	<i>\$4,794,567</i>	<i>\$4,794,567</i>	<i>\$3,698,567</i>		<i>\$3,501,046</i>	<i>\$2,405,046</i>		
Construction Inspection (CI)		\$1,080,000	\$1,080,000	\$1,080,000	0%	\$1,080,000	\$1,080,000	0%	
Subtotal, CN & CI	\$776,000	\$5,380,000	\$5,380,000	\$4,604,000	37%	\$4,130,000	\$3,354,000	51%	
Additional Cost (Bridge 410)		\$226,200	\$226,200	\$226,200	0%	\$226,200	\$226,200	0%	
Total, All Phases	\$1,096,000	\$6,100,767	\$6,100,767	\$5,004,767	43%	\$4,807,246	\$3,711,246	54%	

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **February 12, 2025 through March 6, 2025** and finds that entries are allowed in the total amount of **\$281,979.36**.

APPROVED on March 11, 2025

Brian Garber, President

Jonathan Graber, Secretary



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

Vendor: [0205859 - ABONMARCHE CONSULTANTS, INCORPORATED](#) Vendor Total: 130,040.00

156699	Invoice	3/13/2025	2/21/2025	3/23/2025	2/21/2025	22,000.00	0.00	0.00	0.00	22,000.00
CONSOLIDATED COURTS	AP1ST - AP1ST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CONSOLIDATED COURTS Distributions	N/A	0.00	0.00	22,000.00	0.00	0.00	0.00	22,000.00

Account Number	Account Name	Project Account Key	Amount	Percent
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT		22,000.00	100.00%

156700	Invoice	2/13/2025	2/21/2025	3/23/2025	2/21/2025	65,700.00	0.00	0.00	0.00	65,700.00
ENC CHERRY CREEK - PHASE 1	AP1ST - AP1ST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ENC CHERRY CREEK - PHASE 1 Distributions	N/A	0.00	0.00	65,700.00	0.00	0.00	0.00	65,700.00

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ		65,700.00	100.00%

156815-7	Invoice	3/13/2025	2/27/2025	3/29/2025	2/27/2025	25,340.00	0.00	0.00	0.00	25,340.00
ENC COLLEGE AVE PHASE 3	AP1ST - AP1ST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ENC COLLEGE AVE PHASE 3 Distributions	N/A	0.00	0.00	25,340.00	0.00	0.00	0.00	25,340.00

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS		25,340.00	100.00%

156816	Invoice	3/13/2025	2/27/2025	3/29/2025	2/27/2025	17,000.00	0.00	0.00	0.00	17,000.00
EISENHOWER & CARAGANA RECONSTRUCTI...	AP1ST - AP1ST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
EISENHOWER & CARAGANA RECONSTR... Distributions	N/A	0.00	0.00	17,000.00	0.00	0.00	0.00	17,000.00

Account Number	Account Name	Project Account Key	Amount	Percent
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS		17,000.00	100.00%

Vendor: [0210420 - AMAZON CAPITAL SERVICES, INC.](#) Vendor Total: 109.98

13XD-4961-1TKX	Invoice	3/13/2025	2/26/2025	3/28/2025	2/26/2025	109.98	0.00	0.00	0.00	109.98
OFFICE CHAIR	AP1ST - AP1ST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
OFFICE CHAIR Distributions	N/A	0.00	0.00	109.98	0.00	0.00	0.00	109.98

Account Number	Account Name	Project Account Key	Amount	Percent
2226-5-00-4290001	REDV OP/OTHER SUPPLIES		109.98	100.00%

Vendor: [0203093 - AMERICAN STRUCTUREPOINT, INC.](#) Vendor Total: 13,486.25

186960	Invoice	3/13/2025	2/24/2025	3/26/2025	2/24/2025	13,486.25	0.00	0.00	0.00	13,486.25
ENC MARION BRANCH QUIET ZONE	AP1ST - AP1ST				No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code					On Hold				
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
MARION BRANCH QUIET ZONE Distributions	N/A	0.00	0.00	13,486.25	0.00	0.00	0.00	13,486.25		
Account Number	Account Name	Project Account Key		Amount	Percent					
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS			13,486.25	100.00%					

Vendor: [0200463 - JONES PETRIE RAFINSKI CORP.](#) Vendor Total: 27,733.75

00050693	Invoice	3/13/2025	1/31/2025	3/2/2025	1/31/2025	7,288.75	0.00	0.00	0.00	7,288.75
WINONA TRAIL EXTENSION	AP1ST - AP1ST					No				

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
WINONA TRAIL EXTENSION Distributions	N/A	0.00	0.00	7,288.75	0.00	0.00	0.00	7,288.75	
Account Number	Account Name	Project Account Key		Amount	Percent				
4446-5-00-4310502	SE E.D. TIF/CONTR SVCS			7,288.75	100.00%				

0050638	Invoice	3/13/2025	1/31/2025	3/2/2025	1/31/2025	20,445.00	0.00	0.00	0.00	20,445.00
ENC CENTURY DRIVE RECONSTRUCTION	AP1ST - AP1ST					No				

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
ENC CENTURY DRIVE RECONSTRUCTION Distributions	N/A	0.00	0.00	20,445.00	0.00	0.00	0.00	20,445.00	
Account Number	Account Name	Project Account Key		Amount	Percent				
4446-5-00-4310502	SE E.D. TIF/CONTR SVCS			20,445.00	100.00%				

Vendor: [0200653 - NIBLOCK EXCAVATING, INC.](#) Vendor Total: 103,079.38

12726	Invoice	3/13/2025	2/25/2025	3/27/2025	2/25/2025	79,782.79	0.00	0.00	0.00	79,782.79
ENC 10TH & DOUGLAS RECONSTRUCTION	AP1ST - AP1ST					No				

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
ENC 10TH & DOUGLAS RECONSTRUCTI... Distributions	N/A	0.00	0.00	79,782.79	0.00	0.00	0.00	79,782.79	
Account Number	Account Name	Project Account Key		Amount	Percent				
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT			79,782.79	100.00%				

8	Invoice	3/13/2025	3/5/2025	4/4/2025	3/5/2025	23,296.59	0.00	0.00	0.00	23,296.59
CONSOLIDATED COURTS ROADWAY IMPRO...	AP1ST - AP1ST					No				

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
CONSOLIDATED COURTS ROADWAY IM... Distributions	N/A	0.00	0.00	23,296.59	0.00	0.00	0.00	23,296.59	
Account Number	Account Name	Project Account Key		Amount	Percent				
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT			23,296.59	100.00%				

Vendor: [0213467 - WALKER CONSULTANTS, INC.](#) Vendor Total: 7,530.00

130042720005	Invoice	3/13/2025	1/31/2025	1/31/2025	1/31/2025	7,530.00	0.00	0.00	0.00	7,530.00
DOWNTOWN PARKING STUDUY	AP1ST - AP1ST					No				

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
DOWNTOWN PARKING STUDUY Distributions	N/A	0.00	0.00	7,530.00	0.00	0.00	0.00	7,530.00	
Account Number	Account Name	Project Account Key		Amount	Percent				
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS			7,530.00	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	11	281,979.36	0.00	0.00	0.00	281,979.36	0.00	281,979.36
Grand Total:		281,979.36	0.00	0.00	0.00	281,979.36	0.00	281,979.36

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
2226-5-00-4290001	REDV OP/OTHER SUPPLIES	109.98
Total:		109.98

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS	70,073.75
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ	65,700.00
Total:		135,773.75

<u>Account</u>	<u>Name</u>	<u>Amount</u>
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS	21,016.25
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT	125,079.38
Total:		146,095.63



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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

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

Niblock has mobilized to the site and work will continue now through the remainder of the 2025 season. Scope will include 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 with removal of the contaminated soils that remain beneath the clean cap on the site. Per the Development Agreement, City will fund the excavation, transport and disposal of the soil. We will be making a joint application to the BOW to utilize the remaining BRLF funding for this work.

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

4. 3rd & JEFFERSON REDEVELOPMENT LOT

PROJECT DESCRIPTION

Project includes the redevelopment of the half block at 3rd & Jefferson that is currently vacant and ready for development.

PROJECT UPDATE

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

5. MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

Project includes redevelopment of the one-acre lot, established as the Millrace Townhomes Subdivision, that is currently vacant and ready for redevelopment.

PROJECT UPDATE

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

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PROJECT DESCRIPTION

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

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 was previously anticipated that construction would begin in May 2025. However, we are slowing down this project until the State legislature convenes this year's session as several substantial cuts are being proposed for City budgets. Staff is working to ensure that building another station is still viable with current staffing totals and funding.

10. WEST JEFFERSON STREETScape

PROJECT DESCRIPTION

Project includes reconstruction of West Jefferson Street between Third Street and Main Street. Includes use of brick pavers to address stormwater restrictions in this area, reconfiguration of on-street parking, addition of decorative street lighting, and new street trees.

PROJECT UPDATE

This project has been fully designed in-house. Staff is working with NIPSCO to encourage the replacement of an old steel gas main prior to construction. As soon as that issue is resolved, the project will be bit for 2025 construction.

11. ELKHART COUNTY COURT COMPLEX

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

12. KERCHER WELLFIELD LAND PURCHASE

PROJECT DESCRIPTION

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

The site has been purchased. Goshen Utilities has retained the services of Donohue & Associates, teamed with Arcadis, to complete the preliminary engineering study. Peerless Midwest has been retained by Goshen Utilities

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to drill the test wells and evaluate the aquifer. The development of the new wellfield is anticipated to take 3-years to complete.

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).

PROJECT UPDATE

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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, including the roof bids that were received in February, and staff working to determine next steps to move forward with the portions of the project that are most necessary.

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.

PROJECT UPDATE

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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.