



GOSHEN REDEVELOPMENT COMMISSION AGENDA FOR THE REGULAR MEETING OF July 8, 2025

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

The Goshen Redevelopment Commission will meet on July 8, 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. PRESENTATIONS**

- Goshen Community Schools – CTE Program Overview and Partnership Request
- College Ave – Phase III – Project Progress and Updated Cost Estimates

5. NEW BUSINESS

RESOLUTIONS

- a. Resolution 19-2025 - Resolution Confirming The Resolutions of the Goshen Redevelopment Commission Adopted on April 8, 2025, Entitled "Resolution Amending Declaratory Resolution of the Goshen Redevelopment Commission" for the Consolidated Southeast EDA
- b. Resolution 20-2025 – Resolution Confirming The Resolutions of the Goshen Redevelopment Commission Adopted on April 8, 2025, Entitled "Resolution Amending Declaratory Resolution of the Goshen Redevelopment Commission" for the Consolidated River Race/US 33 EDA
- c. Resolution 21-2025 - Resolution Confirming The Resolutions of the Goshen Redevelopment Commission Adopted on April 8, 2025, Entitled "Resolution Amending Declaratory Resolution of the Goshen Redevelopment Commission" for the Lippert/Dierdorff EDA

REQUESTS

- d. Request to Approve Funding Request for Goshen Community Schools CTE Program Advancement
- e. Request to Approve Agreement with American Structurepoint for Plymouth Ave/US 33 Sanitary Sewer Design
- f. Request to Approve Agreement with American Structurepoint for Water Utility Upgrade & Relocation Design for US 33
- g. Request for an Amendment to the Scoping Agreement with GM Development Companies, LLC for the New South Fire Station Project
- h. Request to Issue a Request for Proposals to Purchase Real Property – Third and Jefferson Development Lot

- i. Request for Permission to Pursue Community Crossings Matching Grant (CCMG) Funding for Corrie, Sourwood, Hackberry and Firethorn Reconstruction
- j. Request for Permission to Entering into an Agreement with Norfolk Southern for College Ave – Phase II Railroad Coordination Assistance
- k. UPDATE – Blackport Drive Reconstruction

6. APPROVAL OF REGISTER OF CLAIMS

7. MONTHLY REDEVELOPMENT STAFF REPORT

8. 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.

9. ANNOUNCEMENTS

Next Regular Meeting – August 12, 2025, at 3:00 p.m.

REDEVELOPMENT COMMISSION MEMBERS

Brain Garber, Mayor Appointee 1/2025 – 12/2025
Jonathan Graber, Mayor Appointee 1/2025 – 12/2025
Megan Hessel, Mayor Appointee 1/2025 – 12/2025
Brett Weddell, Council Appointee 1/2024 – 12/2025
Bradd Weddell, School Liaison 1/2025 – 12/2025
Colin Yoder, Council Appointee 1/2024 – 12/2025

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of June 10, 2025

The Goshen Redevelopment Commission met in a regular meeting on June 10, 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 Hessel, Brett Weddell, Bradd Weddell and Colin Yoder

Absent:

CHANGES TO THE AGENDA

Commission President Garber stated a request was made to add three items to the agenda. Request approval of Change Order No. 2, 3, & 4 for the Lincoln Steury Avenue reconstruction project.

A motion was made by Commissioner Graber and seconded by Commissioner Hessel to add the requests to the agenda.

APPROVAL OF MINUTES

A motion was made by Commissioner Yoder and seconded by Commissioner Graber to approve the minutes of the May 13, 2025, regular meeting.

The motion was adopted unanimously.

RESOLUTIONS

Resolution 14-2025 Annual Determination of Excess Assessed Value in the Southeast Allocation Area

Becky Hutsell, Redevelopment Director, this is done annually to send notice to the County Auditor that there are no excess funds in the Southeast Allocation Area.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve Resolution 14-2025.

The motion was adopted unanimously.

Resolution 15-2025 - Annual Determination of Excess Assessed Value in the Consolidated River Race / US 33 Allocation Area

Becky Hutsell, Redevelopment Director, this is done annually to send notice to the County Auditor that there are no excess funds in the Consolidated River Race US 33 Allocation Area.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve Resolution 15-2025.

The motion was adopted unanimously.

Resolution 16-2025 Annual Determination of Excess Assessed Value in the Lippert/Dierdorff

Allocation Area

Becky Hutsell, Redevelopment Director, this is done annually to send notice to the County Auditor that there are no excess funds in the Lippert/ Dierdorff Allocation Area.

A motion was made by Commissioner Weddell and seconded by Commissioner Yoder to approve Resolution 16-2025.

The motion was adopted unanimously.

Resolution 17-2025 Annual Determination of Excess Assessed Value in the Indianan Avenue

Allocation Area

Becky Hutsell, Redevelopment Director, this is done annually to send notice to the County Auditor that there are no excess funds in the Indiana Avenue Allocation Area.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessler to approve Resolution 17-2025.

The motion was adopted unanimously.

Resolution 18-2025 Annual Determination of Excess Assessed Value in the College Avenue

Allocation Area

Becky Hutsell, Redevelopment Director, this is done annually to send notice to the County Auditor that there are no excess funds in the College Avenue Allocation Area.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve Resolution 18-2025.

The motion was adopted unanimously.

REQUESTS

Request for an Agreement with American Structurepoint for the Madison Street Rail Crossing

Becky Hutsell, Redevelopment Director, to be eligible for the quiet zone destination, further improvements are needed. Norfolk Southern has shown there is insufficient right-of-way to include a pedestrian crossing. The city is willing to provide the necessary right-of-way, but the historic records are complex and unclear. To aid with resolving the issues, American Structurepoint submitted a not to exceed proposal of \$87,200. A map was included in the packet.

Dustin Sailor, Director of Public Works & Utilities, looking at different options to ensure vehicle safety, keeping the drives functionable at area business and support Ninth Street access. Still in discussions on the location of the pedestrian crossing.

Discussion and questions about crossing location, business access.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessler to approve the request for an Agreement with American Structurepoint for the Madison Street Rail Crossing.

The motion was adopted unanimously.

Request to approve and authorize Change Order No. 2 for Lincoln Avenue and Steury Avenue roadway reconstruction project.

Andrew Lund, Engineering Project Manager, this change order is for the cost of temporary fencing to secure stockpiled material at a cost of \$14,586.00. The fence was necessary for security over the winter.

Discussion regarding the need for the fence, cost saving, and contractor responsibility.

A motion was made by Commissioner Weddell and seconded by Commission Graber to approve and authorize Change Order No. 2 for the Lincoln Avenue and Steury Avenue roadway reconstruction project.

The motion was adopted by a vote of 4-1.

Request to approve and authorize Change Order No.3 for Lincoln Avenue and Steury Avenue roadway reconstruction project.

Andrew Lund, Engineering Project Manager, this change order is for subgrade material discovered during utility installation that were found to be worse than originally expected and it was decided that geogrid would be installed. This change order increases the contract amount by \$80,256.00.

Dustin Sailor, Director of Public Works & Utilities, names other locations that have used geogrid. We are changing out standard to include it.

Questions and discussion regarding geogrid, the life expectancy of the road and soils in the area.

A motion was made by Commissioner Weddell and seconded by Commission Hessel to approve and authorize Change Order No. 3 for the Lincoln Avenue and Steury Avenue roadway reconstruction project.

The motion was adopted unanimously.

Request to approve and authorize Change Order No. 4 for Lincoln Avenue and Steury Avenue roadway reconstruction project.

Andrew Lund, Engineering Project Manager, this change order is for a new sewer main and laterals between 100 Olive Street and 110 Olive Street. This area has been televised and utilities were found to be in despair and need replaced. This change order increases the contract amount by \$85,238.00 which will be paid by Goshen Utilities.

A motion was made by Commissioner Weddell and seconded by Commission Hessel to approve and authorize Change Order No. 4 for the Lincoln Avenue and Steury Avenue roadway reconstruction project.

The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Yoder to approve the Register of Claims of a total of \$803,330.75.

\The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Becky Hutsell, Redevelopment Director, highlighted the start of the Ariel Cycleworks project as dirt has begun moving. Have updated appraisals for the parcels at Third Street and Jefferson Street and will bring a request for an RFP to the July meeting for approval. Asking American Structurepoint to be present at the July meeting. They have completed the design for College Avenue Phase 3. Closing was held on the property at 65719 SR 15

Dustin Sailor, Director of Public Works, said that roundabout at Peddlers Village Road and Reliance Road should be completed mid-July.

Commissioner Graber asked about the progress on the Millrace sites and Ms. Hutsell responded they are moving forward with design as planned.

Becky Hutsell, Redevelopment Director, the CTE Director at Goshen Community Schools will be at the July meeting to talk about programs that continue to grow and possible continuing partnership.

Comments from commission members about the tour of the Dairy Famers site.

OPEN FORUM

Commissioner Garber said he walked along Lincoln Avenue and noted the small size of the pipe used in the road

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for July 8, 2025, at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 3:48 p.m.

APPROVED on July 8, 2025

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Jonathan Graber, Secretary



**Department of Community Development
CITY OF GOSHEN**

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Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Public Hearing on Amending Declaratory Resolutions

DATE: July 8, 2025

Purpose of the Notice:

This notice informs taxpayers and interested persons of proposed amendments to several economic development plans and allocation areas, collectively known as the Area Resolutions, including:

- Southeast Consolidated Economic Development Area (SE Plan)
- Consolidated River Race/US 33 Economic Development Area (RR/US 33 Plan)
- Lippert/Dierdorff Economic Development Area (L/D Plan)

Summary of Proposed Amendments (Amending Declaratory Resolutions):

1. Expenditure of TIF Revenues for Public Safety:
 - Allow use of revenues for police and fire services, including capital and operating expenses.
 - Include construction of a new fire station.
2. Revised Expiration Dates:
 - Update the expiration dates for multiple allocation areas within the SE, River Race/US 33, and Lippert/Dierdorff areas.
3. Expanded Eligible Uses:
 - Permit funding of educational and workforce training programs for eligible entities within the development areas.
4. Expansion of Allocation Areas:
 - Expand both the Southeast Housing Allocation Area and the Consolidated River Race/US 33 Allocation Area by adding specific parcels.

Inspection of Documents:

Copies of the amended resolutions, maps, and supporting data were made available for public inspection at: Clerk-Treasurer's Office, City Hall, 202 South 5th Street, Suite 2, Goshen, Indiana.

Public Participation:

- Interested individuals have been given the opportunity to submit written remonstrances prior to the hearing. None were received.
- During today's public hearing, the Commission will hear any remonstrances and public comments prior to closure of the public hearing.
- Following the hearing, the Commission may confirm, modify and confirm, or rescind the proposed amendments.

NOTICE TO TAXPAYERS AND ALL OTHER PERSONS AFFECTED OF
ADOPTION AND CONTENT OF RESOLUTIONS OF THE GOSHEN
REDEVELOPMENT COMMISSION AND NOTICE OF PUBLIC HEARINGS
ON SAID RESOLUTIONS

Taxpayers of the Goshen Redevelopment District, and all other persons affected hereby, are notified that the Goshen Redevelopment Commission ("Commission") established, amended, expansion

- SE Consolidated Economic Development Plan ("SE Plan"); and
- Declaratory Resolution No. 01-2001, Declaratory Resolution No. 04-2005, Declaratory Resolution No. 39-2007 and Declaratory Resolution No. 02-2012, each as amended to date and subsequently confirmed, which included the creation of various allocation areas, expansions and consolidation (collectively, "Consolidated River Race/US 33 Area Resolution") and the approval of the River Race/US 33 Consolidated Economic Development Plan ("RR/US 33 Plan"); and
- Declaratory Resolution No. 13-2008, as amended to date and subsequently confirmed, which included the creation of an allocation area ("L/D Area Resolution") and the approval of the Lippert/Dierdorff Economic Development Plan ("L/D Plan").

The (i) SE Consolidation Area Resolution, the Consolidated River Race/US 33 Area Resolution and the L/D Area Resolution are hereinafter collectively referred to as the "Area Resolutions;" and (ii) the SE Plan, the RR/US 33 Plan and the L/D Plan are hereinafter collectively referred to as the "Original Plans."

(A) On February 11, 2025 the Commission adopted an amending declaratory resolution to add the expenditure of revenues collected in the Southeast Consolidated Area (as defined therein) for police and fire services for both capital expenditures and operating expenses ("Public Safety Services"), and the construction of a fire station; and (B) on April 8, 2025 the Commission adopted Amending Declaratory Resolution No. 09-2025 and Amending Declaratory Resolution No. 10-2025, each amending the Area Resolutions and Original Plans (collectively "Amending Declaratory Resolutions") to: (i) revise the expiration dates of the various respective allocation provisions; (ii) add the expenditure of revenues for Public Safety Services; (iii) add the expenditure of revenues collected in the various economic development areas to eligible entities for Eligible Programs (as defined therein); and (iv) expand the Southeast Housing Allocation Area and expand the Consolidated River Race/US 33 Allocation Area (each as defined therein) by adding the respective parcels of property, all in, serving or benefiting the various respective economic development areas, all as described in the Amending Declaratory Resolutions.

The Amending Declaratory Resolutions and supporting data including maps and plats describing the various economic development areas and the allocation areas have been prepared and can be inspected at the office of the Clerk-Treasurer, City Hall, 202 South 5th Street, Suite 2, Goshen, Indiana.

Notice is further given that the Commission will hold a public hearing on July 8, 2025 at the hour of 3:00 p.m., local time, in the City Court Room/Council Chambers, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana, to receive and hear remonstrances from persons interested in or affected by the proceedings pertaining to the Amending Declaratory Resolutions. At the time fixed for hearing or at any time prior thereto, any person interested in the proceedings may file a written remonstrance with the Secretary of the Commission in the office of the Clerk-Treasurer, 202 South 5th Street, Suite 2, Goshen, Indiana. At such hearing, which may be adjourned from time to time, the Commission will hear all persons interested in the proceedings and all remonstrances that have been filed. After considering this evidence, the Commission will take final action by either confirming, modifying and confirming, or rescinding the Amending Declaratory Resolutions.

Dated this 27th day of June, 2025.

GOSHEN REDEVELOPMENT COMMISSION

[NOTE: Publish one time in *The Goshen News*, mail to owners of the proposed Southeast Expansion Parcels and the proposed Consolidated River Race/US 33 Expansion Parcels, deliver to affected City planning/building agencies, and together with impact statement, to overlapping taxing units at least 10 days prior to the hearing.]

NOTICE TO TAXPAYERS AND ALL OTHER PERSONS AFFECTED OF
ADOPTION AND CONTENT OF RESOLUTIONS OF THE GOSHEN
REDEVELOPMENT COMMISSION AND NOTICE OF PUBLIC HEARINGS
ON SAID RESOLUTIONS

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- Declaratory Resolution No. 13-2008, as amended to date and subsequently confirmed, which included the creation of an allocation area ("L/D Area Resolution") and the approval of the Lippert/Dierdorff Economic Development Plan ("L/D Plan").

The (i) SE Consolidation Area Resolution, the Consolidated River Race/US 33 Area Resolution and the L/D Area Resolution are hereinafter collectively referred to as the "Area Resolutions;" and (ii) the SE Plan, the RR/US 33 Plan and the L/D Plan are hereinafter collectively referred to as the "Original Plans."

(A) On February 11, 2025 the Commission adopted an amending declaratory resolution to add the expenditure of revenues collected in the Southeast Consolidated Area (as defined therein) for police and fire services for both capital expenditures and operating expenses ("Public Safety Services"), and the construction of a fire station; and (B) on April 8, 2025 the Commission adopted Amending Declaratory Resolution No. 09-2025 and Amending Declaratory Resolution No. 10-2025, each amending the Area Resolutions and Original Plans (collectively "Amending Declaratory Resolutions") to: (i) revise the expiration dates of the various respective allocation provisions; (ii) add the expenditure of revenues for Public Safety Services; (iii) add the expenditure of revenues collected in the various economic development areas to eligible entities for Eligible Programs (as defined therein); and (iv) expand the Southeast Housing Allocation Area and expand the Consolidated River Race/US 33 Allocation Area (each as defined therein) by adding the respective parcels of property, all in, serving or benefiting the various respective economic development areas, all as described in the Amending Declaratory Resolutions.

The Amending Declaratory Resolutions and supporting data including maps and plats describing the various economic development areas and the allocation areas have been prepared and can be inspected at the office of the Clerk-Treasurer, City Hall, 202 South 5th Street, Suite 2, Goshen, Indiana.

Notice is further given that the Commission will hold a public hearing on July 8, 2025 at the hour of 3:00 p.m., local time, in the City Court Room/Council Chambers, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana, to receive and hear remonstrances from persons interested in or affected by the proceedings pertaining to the Amending Declaratory Resolutions. At the time fixed for hearing or at any time prior thereto, any person interested in the proceedings may file a written remonstrance with the Secretary of the Commission in the office of the Clerk-Treasurer, 202 South 5th Street, Suite 2, Goshen, Indiana. At such hearing, which may be adjourned from time to time, the Commission will hear all persons interested in the proceedings and all remonstrances that have been filed. After considering this evidence, the Commission will take final action by either confirming, modifying and confirming, or rescinding the Amending Declaratory Resolutions.

Dated this 27th day of June, 2025.

GOSHEN REDEVELOPMENT COMMISSION

[NOTE: Publish one time in *The Goshen News*, mail to owners of the proposed Southeast Expansion Parcels and the proposed Consolidated River Race/US 33 Expansion Parcels, deliver to affected City planning/building agencies, and together with impact statement, to overlapping taxing units at least 10 days prior to the hearing.]



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Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Resolution 19-2025 – Resolution Confirming the Resolution of the Goshen Redevelopment Commission Adopted on April 8, 2025, Entitled "Resolution Amending Declaratory Resolution of the Goshen Redevelopment Commission" for the Consolidated Southeast Economic Development Area

DATE: July 8, 2025

This resolution formally confirms the Commission's previously adopted amendments to the Southeast Consolidated Economic Development Area and its associated plans.

Key Actions Confirmed:

1. Expansion of TIF Areas:

- Added three parcels to the Southeast Housing TIF Allocation Area to support expanded housing development.

2. Plan Revisions:

- Updated expiration dates for tax allocation areas within the Keystone I, Century Drive, and Southeast Allocation Areas.
- Authorized use of TIF revenues for:
 - **Police and fire services**, including both capital and operational costs.
 - **Construction of a new fire station.**
 - **Educational and workforce training programs** as allowed under Indiana Code.

3. Procedural Approvals:

- The Goshen Plan Commission reviewed and approved the amended plans.
- The Common Council approved the Plan Commission's order.
- Public notice was published and a public hearing was held on July 8, 2025.

4. Final Actions:

- This resolution confirms the amendments made in Declaratory Resolutions No. 04-2025 and 08-2025.

RESOLUTION NO. 19-2025

RESOLUTION CONFIRMING THE RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION ADOPTED ON APRIL 8, 2025, ENTITLED "RESOLUTION AMENDING DECLARATORY RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION"

WHEREAS, the Goshen ("City") Redevelopment Commission ("Commission"), on February 10, 2003, adopted Declaratory Resolution No. 3-2003 as confirmed on May 12, 2003 (collectively, "Keystone I Area Resolution"), as amended to date, including by: (i) Amending Declaratory Resolution No. 8-2004 adopted on August 10, 2004 as confirmed on February 8, 2005 (collectively, "2004 Keystone I Expansion Area Resolution"); and (ii) Amending Declaratory Resolution No. 13-2007 adopted on February 13, 2007 as confirmed on March 13, 2007 (collectively, "2007 Keystone I Expansion Area Resolution"), each creating and expanding the Keystone Economic Development Area (Keystone I) ("Keystone I Area");

WHEREAS, the Commission, on February 25, 2003, adopted Declaratory Resolution No. 05-2003 as confirmed on May 12, 2003 (collectively, "Keystone II Area Resolution"), and as amended to date, creating the Keystone Economic Development Area (Keystone II) and Allocation Area (Keystone II) (collectively, "Keystone II Area");

WHEREAS, the Commission, on February 10, 2003, adopted Declaratory Resolution No. 2-2003 as confirmed on May 12, 2003 (collectively, "Century Drive Area Resolution"), as amended to date, including by: (i) Amending Declaratory Resolution No. 9-2004 adopted on July 13, 2004, as confirmed on February 8, 2005 (collectively, "2004 Century Drive Expansion Area Resolution"); and (ii) Amending Declaratory Resolution No. 12-2006 adopted on February 27, 2006, as confirmed on February 13, 2007 (collectively, "2006 Century Drive Expansion Area Resolution"), each creating and expanding the Century Drive Economic Development Area ("Century Drive Area");

WHEREAS, the Commission, on August 14, 2012, adopted Declaratory Resolution No. 69-2012 as confirmed on November 13, 2012 (collectively, "Consolidation Area Resolution"), as amended to date, including by Declaratory Resolution No. 87-2013 adopted on November 12, 2013 as confirmed on January 14, 2014 (collectively, "Southeast Expansion Area Resolution") each consolidating the Keystone I Area, the Keystone II Area and the Century Drive Area and creating and expanding the Southeast Economic Development Area (collectively, "Southeast Consolidated Area");

WHEREAS, the Allocation Area (Keystone I) was created by the Keystone I Area Resolution, as expanded by the 2004 Keystone I Expansion Area Resolution ("2004 Keystone I Expansion Allocation Area") and as expanded by the 2007 Keystone I Expansion Area Resolution ("2007 Keystone I Expansion Allocation Area");

WHEREAS, the Century Drive Allocation Area was created by the Century Drive Area Resolution, as expanded by the 2004 Century Drive Expansion Area Resolution ("2004 Century Drive Expansion Allocation Area") and as expanded by the 2006 Century Drive Expansion Area Resolution ("2006 Century Drive Expansion Allocation Area");

Southeast Economic Development Area

WHEREAS, the Southeast Allocation Area was created by the Consolidation Area Resolution ("Southeast Allocation Area"), as expanded by the Southeast Expansion Area Resolution ("Expanded Southeast Allocation Area");

WHEREAS, the Commission on December 13, 2022, adopted Declaratory Resolution No. 60-2022, as confirmed on February 14, 2023 (collectively, "Housing Area Resolution") creating the Southeast Housing TIF Allocation Area ("Southeast Housing Allocation Area");

WHEREAS, the Keystone I Area Resolution, the 2004 Keystone I Expansion Area Resolution, the 2007 Keystone I Expansion Area Resolution, the Keystone II Area Resolution, the Century Drive Area Resolution, the 2004 Century Drive Expansion Area Resolution, the 2006 Century Drive Expansion Area Resolution, the Consolidation Area Resolution, the Southeast Expansion Area Resolution and the Housing Area Resolution, are hereinafter collectively referred to as the "Southeast Consolidation Area Resolution;"

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

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

WHEREAS, on: (A) February 11, 2025, the Commission adopted Amending Declaratory Resolution No. 04-2025 ("Southeast Amending Declaratory Resolution I") amending the Original Southeast Consolidated Area Plan to add the expenditure of revenues collected in the Southeast Consolidated Area for police and fire services for both capital expenditures and operating expenses, and the construction of a fire station, all in, serving or benefiting the Southeast Consolidated Area, to the Original Southeast Consolidated Area Plan; and (B) April 8, 2025, the Commission adopted Amending Declaratory Resolution No. 08-2025 (collectively, with the Southeast Amending Declaratory Resolution I, hereinafter the "Southeast Amending Declaratory Resolution") amending the Southeast Consolidation Area Resolution and Original Southeast Consolidated Area Plan to: (i) revise the expiration dates of the allocation provisions for the 2004 Keystone I Expansion Allocation Area and the 2007 Keystone I Expansion Allocation Area; (ii) revise the expiration dates of the allocation provisions for the 2004 Century Drive Expansion Allocation Area and the 2006 Century Drive Expansion Allocation Area; (iii) revise the expiration dates of the allocation provisions for the Southeast Allocation Area and the Expanded Southeast Allocation Area; (iv) add the expenditure of revenues collected in the Southeast Consolidated Area to eligible entities for eligible educational and training programs as set forth in IC 36-7-25-7, all in, serving or benefiting the Southeast Consolidated Area; and (v) expand the Southeast Housing Allocation Area by adding the following three parcels of property: (a) 20-11-27-426-038.000-015, (b) 20-11-27-426-039.000-015; and (c) 20-11-27-326-008.000-015 to the Southeast Housing Allocation Area as set forth on the map attached to Amending Declaratory Resolution No. 08-2025 as Exhibit A;

Southeast Economic Development Area

WHEREAS, the Commission submitted the Southeast Amending Declaratory Resolution, the Original Southeast Consolidated Area Plan, as amended, and supporting data to the Goshen Plan Commission ("Plan Commission") and the Plan Commission has issued its written order approving the Southeast Amending Declaratory Resolution and Original Southeast Consolidated Area Plan, as amended;

WHEREAS, the Common Council approved the order of the Plan Commission;

WHEREAS, the Commission published notice in *The Goshen News* of the adoption and substance of the Southeast Amending Declaratory Resolution, which notice also gave notice of a hearing on the proposed amendments to be held by the Commission;

WHEREAS, the notice described in the preceding paragraph was also filed in the office of the Plan Commission and any other departments, bodies or offices having to do with county planning, variances from zoning ordinances, land use or the issuance of building permits and mailed to owners of parcels added by the expansion of the Expanded Southeast Allocation Area located in the Southeast Consolidated Area; and

WHEREAS, the Commission on July 8, 2025, conducted a public hearing at which the Commission heard all persons interested in the proceedings and considered all written remonstrances and objections that were filed;

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

Section 1. The Commission has considered the evidence presented and now finds and determines that it will be of public utility and benefit and will benefit the public health and welfare of the citizens of the City to amend the Southeast Consolidation Area Resolution and the Original Southeast Consolidated Area Plan as set forth in the Southeast Amending Declaratory Resolutions.

Section 2. The Southeast Amending Declaratory Resolutions approved by the Commission on February 11, 2025 and April 8, 2025, copies of which are attached hereto and incorporated herein, are hereby confirmed.

Section 3. The Southeast Amending Declaratory Resolutions, as confirmed, shall be attached to and incorporated in this resolution. The Secretary is hereby directed to record this resolution with the Elkhart County Recorder and provide a record stamped copy to the Elkhart County Auditor and the Department of Local Government Finance within thirty (30) days of the date set forth below.

Section 4. This resolution is effective upon passage.

Adopted at a meeting of the Goshen Redevelopment Commission held on July 8, 2025, in Goshen, Indiana.

GOSHEN REDEVELOPMENT COMMISSION

President

Vice-President

Secretary

Member

Member

ATTEST:

Secretary

AMENDING DECLARATORY
RESOLUTION NO. 04-2025

RESOLUTION AMENDING A DECLARATORY RESOLUTION OF
THE GOSHEN REDEVELOPMENT COMMISSION

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

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

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

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

- (a) The amendments are reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the purposes of IC 36-7-14; and
- (b) The Area Resolution and the Original Plan, with the proposed amendments, conform to the plan of development for the City;

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

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

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

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

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

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

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

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

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

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

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

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

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

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber
President

[Signature]
Vice President

Jonathan Granger
Secretary

M. Hissel
Member

Colin Golder
Member

ATTEST:

[Signature]
Secretary

AMENDING DECLARATORY
RESOLUTION NO. 08-2025

RESOLUTION AMENDING DECLARATORY RESOLUTION OF THE
GOSHEN REDEVELOPMENT COMMISSION FOR THE SOUTHEAST
ECONOMIC DEVELOPMENT AREA

WHEREAS, the Goshen ("City") Redevelopment Commission ("Commission"), on February 10, 2003, adopted Declaratory Resolution No. 3-2003 as confirmed on May 12, 2003 (collectively, "Keystone I Area Resolution"), as amended to date, including by: (i) Amending Declaratory Resolution No. 8-2004 adopted on August 10, 2004 as confirmed on February 8, 2005 (collectively, "2004 Keystone I Expansion Area Resolution"); and (ii) Amending Declaratory Resolution No. 13-2007 adopted on February 13, 2007 as confirmed on March 13, 2007 (collectively, "2007 Keystone I Expansion Area Resolution"), each creating and expanding the Keystone Economic Development Area (Keystone I) ("Keystone I Area");

WHEREAS, the Commission, on February 25, 2003, adopted Declaratory Resolution No. 05-2003 as confirmed on May 12, 2003 (collectively, "Keystone II Area Resolution"), and as amended to date, creating the Keystone Economic Development Area (Keystone II) and Allocation Area (Keystone II) (collectively, "Keystone II Area");

WHEREAS, the Commission, on February 10, 2003, adopted Declaratory Resolution No. 2-2003 as confirmed on May 12, 2003 (collectively, "Century Drive Area Resolution"), as amended to date, including by: (i) Amending Declaratory Resolution No. 9-2004 adopted on July 13, 2004, as confirmed on February 8, 2005 (collectively, "2004 Century Drive Expansion Area Resolution"); and (ii) Amending Declaratory Resolution No. 12-2006 adopted on February 27, 2006, as confirmed on February 13, 2007 (collectively, "2006 Century Drive Expansion Area Resolution"), each creating and expanding the Century Drive Economic Development Area ("Century Drive Area");

WHEREAS, the Commission, on August 14, 2012, adopted Declaratory Resolution No. 69-2012 as confirmed on November 13, 2012 (collectively, "Consolidation Area Resolution"), as amended to date, including by Declaratory Resolution No. 87-2013 adopted on November 12, 2013 as confirmed on January 14, 2014 (collectively, "Southeast Expansion Area Resolution") each consolidating the Keystone I Area, the Keystone II Area and the Century Drive Area and creating and expanding the Southeast Economic Development Area (collectively, "Area");

WHEREAS, the Allocation Area (Keystone I) was created by the Keystone I Area Resolution, as expanded by the 2004 Keystone I Expansion Area Resolution ("2004 Keystone I Expansion Allocation Area") and as expanded by the 2007 Keystone I Expansion Area Resolution ("2007 Keystone I Expansion Allocation Area");

WHEREAS, the Century Drive Allocation Area was created by the Century Drive Area Resolution, as expanded by the 2004 Century Drive Expansion Area Resolution ("2004 Century Drive Expansion Allocation Area") and as expanded by the 2006 Century Drive Expansion Area Resolution ("2006 Century Drive Expansion Allocation Area");

WHEREAS, the Southeast Allocation Area was created by the Consolidation Area Resolution ("Southeast Allocation Area"), as expanded by the Southeast Expansion Area Resolution ("Expanded Southeast Allocation Area");

WHEREAS, the Commission on December 13, 2022, adopted Declaratory Resolution No. 60-2022, as confirmed on February 14, 2023 (collectively, "Housing Area Resolution") creating the Southeast Housing TIF Allocation Area ("Southeast Housing Allocation Area");

WHEREAS, the Keystone I Area Resolution, the 2004 Keystone I Expansion Area Resolution, the 2007 Keystone I Expansion Area Resolution, the Keystone II Area Resolution, the Century Drive Area Resolution, the 2004 Century Drive Expansion Area Resolution, the 2006 Century Drive Expansion Area Resolution, the Consolidation Area Resolution, the Expansion Area Resolution and the Housing Area Resolution, are hereinafter collectively referred to as the "Area Resolution;"

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

WHEREAS, the Commission now desires to amend the Area Resolution and the Original Plan to: (i) revise the expiration dates of the allocation provisions for the 2004 Keystone I Expansion Allocation Area and the 2007 Keystone I Expansion Allocation Area as set forth in the 2004 Keystone I Expansion Area Resolution and the 2007 Keystone I Expansion Area Resolution, respectively; (ii) revise the expiration dates of the allocation provisions for the 2004 Century Drive Expansion Allocation Area and the 2006 Century Drive Expansion Allocation Area as set forth in the 2004 Century Drive Expansion Area Resolution and the 2006 Century Drive Expansion Area Resolution, respectively; (iii) revise the expiration dates of the allocation provisions for the Southeast Allocation Area and the Expanded Southeast Allocation Area set forth in the Consolidation Area Resolution and the Southeast Expansion Area Resolution, respectively; (iv) add the expenditure of revenues collected in the Area to eligible entities for eligible educational and training programs ("Eligible Programs") as set forth in IC 36-7-25-7, all in, serving or benefiting the Area; and (v) expand the Southeast Housing Allocation Area by adding the following three parcels of property: (a) 20-11-27-426-038.000-015, (b) 20-11-27-426-039.000-015 and (c) 20-11-27-326-008.000-015 (collectively, "Expansion Parcels") to the Southeast Housing Allocation Area ("Expanded Housing Allocation Area") as set forth on the map attached hereto as Exhibit A; and

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

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

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

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

Section 1. The Area Resolution and the Original Plan are hereby amended to: (i) revise the expiration dates of the allocation provisions of the 2004 Keystone I Expansion Allocation Area, the 2007 Keystone I Expansion Allocation Area, the 2004 Century Drive Expansion Allocation and the 2006 Century Drive Expansion Allocation Area to expire no later than thirty (30) years after the date on which the allocation provision was established; (ii) revise the expiration dates of the allocation provisions of the Southeast Allocation Area and the Expanded Southeast Allocation Area to expire no later than twenty-five (25) years after the date of issuance of the hereinafter defined 2015 Bonds; (iii) add the expenditure of revenues collected in the Area to eligible entities for Eligible Programs, all in, serving or benefiting the Area; and (iv) expand the Southeast Housing Allocation Area by adding the Expansion Parcels as set forth on the map attached hereto as Exhibit A.

Section 2. The Commission finds that it has issued its Redevelopment District Refunding Bonds of 2015 on February 26, 2015 ("2015 Bonds"), which date shall begin the twenty-five (25) year measurement of the expiration of the allocation provisions of the Southeast Allocation Area and the Expanded Southeast Allocation Area as such 2015 Bonds were issued with debt service payable from a pledge of tax increment revenues generated in each allocation area.

Section 3. It will be of public utility and benefit to amend the Area Resolution and the Original Plan as provided herein.

Section 4. The Eligible Programs will promote the redevelopment and economic development of the City, are of utility and benefit, and are in the best interests of the City's residents.

Section 5. The Commission finds and determines that the proposed amendments described in Section 1 above are reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the economic development purposes set forth in IC 36-7-14-14. The Commission finds that the Area Resolution and Original Plan, as amended, conform to the plan of development for the City.

Section 6. The Commission further finds that the public health and welfare will be benefited by the amendments to the Area Resolution and to the Original Plan.

Section 7. The Commission hereby finds that the expansion of the Southeast Housing Allocation Area will result in new property taxes that would not have been generated without these new allocation provision because incentives were requested to assist with the funding of the construction of infrastructure for the housing development and the only funds the Commission has to provide funding is through the capture of tax increment generated by the housing development.

Section 8. The Southeast Housing Allocation Area shall maintain the same base assessment date.

Section 9. The Expansion Housing Allocation Area shall have a base assessment date of January 1, 2025.

Section 10. The Commission hereby finds that the property so described in Exhibit B is the property that may be affected by the expansion of the Southeast Housing Allocation Area.

Section 11. The presiding officer of the Commission is hereby authorized and directed to submit this resolution to the Goshen Plan Commission ("Plan Commission") for its approval. The Commission further directs the presiding officer to submit this resolution and the approving order the Plan Commission to the Common Council for its approval of the amendments to the Area Resolution and to the Original Plan.

Section 12. The Commission also directs the presiding officer, after receipt of the written order of approval of the Plan Commission which has been approved by the Common Council, to (i) publish notice of the adoption and substance of this resolution in accordance with IC 5-3-1-4, to (ii) file notice with the Plan Commission, the Board of Zoning Appeals, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits; and (iii) mail the notice to all property owners of the Expansion Parcels. The notice must state that original maps and plats have been prepared and can be inspected at the office of the City's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed amendments and expansion and will determine the public utility and benefit of the proposed amendments and expansion. Copies of the notice must also be filed with the officer authorized to fix budgets, tax rates and tax levies under IC 6-1.1-17-5 for each taxing unit that is either wholly or partly located within the Area.

Section 13. This paragraph shall be considered the allocation provision for the Expanded Housing Allocation Area for purposes of IC 36-7-14-39. The Expanded Housing Allocation Area shall constitute an allocation area as defined in IC 36-7-14-39 and shall become a part of the original Southeast Housing Allocation Area for all purposes other than the base assessment date. Any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the Expanded Housing Allocation Area shall be allocated and distributed in accordance with IC 36-7-14-39 or any applicable successor provision. This allocation provision shall expire no later than 20 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues generated in the Expanded Housing Allocation Area.

Section 14. The Commission also directs the presiding officer to prepare or cause to be prepared a statement disclosing the impact of: (A) the expansion of the Southeast Housing Allocation Area; and (B) the extension of the allocation provisions of the: (i) 2004 Keystone I Expansion Allocation Area; (ii) 2007 Keystone I Expansion Allocation Area; (iii) 2004 Century Drive Expansion Allocation Area; and (iv) 2006 Century Drive Expansion Allocation Area (hereinafter, collectively, "Original Allocation Areas"), including the following:

(a) The estimated economic benefits and costs incurred by the Expanded Housing Allocation Area and the extension of the allocation provisions of the Original Allocation Areas, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values; and

(b) The anticipated impact on tax revenues of each taxing unit that is either wholly or partly located within the Expanded Housing Allocation Area and the Original Allocation Areas.

A copy of this statement shall be filed with each such taxing unit with a copy of the notice required under Section 17 of the Act at least 10 days before the date of the hearing described in Section 11 of this resolution.

Section 15. The Commission hereby finds that all property in the Expanded Housing Allocation Area will positively benefit from the amendments described herein.

Section 16. The Area Resolution and the Original Plan, as amended, conform to the plan of development of the City.

Section 17. The Commission further directs the presiding officer to submit this resolution to the Common Council for its approval of the amendments to the Area Resolution and the Original Plan.

Section 18. All other provisions of the Area Resolution, the Original Plan and actions of the Commission consistent with this resolution are hereby ratified and confirmed.

Section 19. This resolution shall be effective as of its date of adoption.

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Adopted at a meeting of the Commission held on April 8, 2025, in Goshen, Indiana.

GOSHEN REDEVELOPMENT COMMISSION

Brian Gader
President

[Signature]
Vice President

Jonathan Grayson
Secretary

M. Russell
Member

Colin Yoder
Member

ATTEST:

Jonathan Grayson
Secretary

EXHIBIT A

Map of Southeast Housing TIF Allocation Area and Expanded Housing Allocation Area



EXHIBIT B

List of Owners of Real Property Proposed to Be Acquired for, or Otherwise Affected By, the Expansion of the Southeast Housing TIF Allocation Area

Acquired Property

None.

Affected Property

All parcels of property in the proposed expansion portion of the Southeast Housing Allocation Area are reasonably expected to be positively affected by expansion of the Southeast Housing Allocation Area.

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

STATEMENT DISCLOSING THE IMPACT OF AMENDING THE SOUTHEAST ECONOMIC DEVELOPMENT AREA

The City of Goshen (Indiana) (the "City") Redevelopment Commission (the "Commission") is required by Indiana Code 36-7-14, as amended (the "Act"), to provide a statement disclosing the impact of amending allocation areas on the overlapping taxing units. This impact statement discloses and explains the impact on the overlapping taxing units caused by amending the allocation areas and capturing Tax Increment (as hereinafter defined).

AMENDING THE SOUTHEAST ECONOMIC DEVELOPMENT AREA

On February 10, 2003, the Commission adopted Declaratory Resolution No. 3-2003 as confirmed on May 12, 2003 (collectively, "Keystone I Area Resolution"), as amended to date, including by: (i) Amending Declaratory Resolution No. 8-2004 adopted on August 10, 2004 as confirmed on February 8, 2005 (collectively, "2004 Keystone I Expansion Area Resolution"); and (ii) Amending Declaratory Resolution No. 13-2007 adopted on February 13, 2007 as confirmed on March 13, 2007 (collectively, "2007 Keystone I Expansion Area Resolution"), each creating and expanding the Keystone Economic Development Area (Keystone I) ("Keystone I Area").

The Commission, on February 25, 2003, adopted Declaratory Resolution No. 05-2003 as confirmed on May 12, 2003 (collectively, "Keystone II Area Resolution"), and as amended to date, creating the Keystone Economic Development Area (Keystone II) and Allocation Area (Keystone II) (collectively, "Keystone II Area").

The Commission, on February 10, 2003, adopted Declaratory Resolution No. 2-2003 as confirmed on May 12, 2003 (collectively, "Century Drive Area Resolution"), as amended to date, including by: (i) Amending Declaratory Resolution No. 9-2004 adopted on July 13, 2004, as confirmed on February 8, 2005 (collectively, "2004 Century Drive Expansion Area Resolution"); and (ii) Amending Declaratory Resolution No. 12-2006 adopted on February 27, 2006, as confirmed on February 13, 2007 (collectively, "2006 Century Drive Expansion Area Resolution"), each creating and expanding the Century Drive Economic Development Area ("Century Drive Area").

The Commission, on August 14, 2012, adopted Declaratory Resolution No. 69-2012 as confirmed on November 13, 2012 (collectively, "Consolidation Area Resolution"), as amended to date, including by Declaratory Resolution No. 87-2013 adopted on November 12, 2013 as confirmed on January 14, 2014 (collectively, "Southeast Expansion Area Resolution") each consolidating the Keystone I Area, the Keystone II Area and the Century Drive Area and creating and expanding the Southeast Economic Development Area (collectively, "Area");

The Allocation Area (Keystone I) was created by the Keystone I Area Resolution, as expanded by the 2004 Keystone I Expansion Area Resolution ("2004 Keystone I Expansion Allocation Area") and as expanded by the 2007 Keystone I Expansion Area Resolution ("2007 Keystone I Expansion Allocation Area").

The Century Drive Allocation Area was created by the Century Drive Area Resolution, as expanded by the 2004 Century Drive Expansion Area Resolution ("2004 Century Drive Expansion Allocation Area") and as expanded by the 2006 Century Drive Expansion Area Resolution ("2006 Century Drive Expansion Allocation Area").

The Southeast Allocation Area was created by the Consolidation Area Resolution ("Southeast Allocation Area"), as expanded by the Southeast Expansion Area Resolution ("Expanded Southeast Allocation Area").

The Commission on December 13, 2022, adopted Declaratory Resolution No. 60-2022, as confirmed on February 14, 2023 (collectively, "Housing Area Resolution") creating the Southeast Housing TIF Allocation Area ("Southeast Housing Allocation Area").

The Keystone I Area Resolution, the 2004 Keystone I Expansion Area Resolution, the 2007 Keystone I Expansion Area Resolution, the Keystone II Area Resolution, the Century Drive Area Resolution, the 2004 Century Drive Expansion Area Resolution, the 2006 Century Drive Expansion Area Resolution, the Consolidation Area Resolution, the Expansion Area Resolution and the Housing Area Resolution, are hereinafter collectively referred to as the "Area Resolution."

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

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**STATEMENT DISCLOSING THE IMPACT OF AMENDING THE
SOUTHEAST ECONOMIC DEVELOPMENT AREA**

AMENDING THE SOUTHEAST ECONOMIC DEVELOPMENT AREA (Cont'd)

The Area Resolution allows for capture of Tax Increment (herein defined) resulting from the growth in real property assessed value within the respective allocation area in excess of the base assessed value defined in the Act.

On April 8, 2025, the Commission adopted a declaratory resolution (the "Declaratory Resolution") to amend the Area Resolution and the Original Plan to: (i) revise the expiration dates of the allocation provisions for the 2004 Keystone I Expansion Allocation Area and the 2007 Keystone I Expansion Allocation Area as set forth in the 2004 Keystone I Expansion Area Resolution and the 2007 Keystone I Expansion Area Resolution, respectively; (ii) revise the expiration dates of the allocation provisions for the 2004 Century Drive Expansion Allocation Area and the 2006 Century Drive Expansion Allocation Area as set forth in the 2004 Century Drive Expansion Area Resolution and the 2006 Century Drive Expansion Area Resolution, respectively; (iii) revise the expiration dates of the allocation provisions for the Southeast Allocation Area and the Expanded Southeast Allocation Area set forth in the Consolidation Area Resolution and the Southeast Expansion Area Resolution, respectively; (iv) add the expenditure of revenues collected in the Area to eligible entities for eligible educational and training programs (the "Eligible Programs") as set forth in IC 36-7-25-7, all in, serving or benefiting the Area; and (v) expand the Southeast Housing Allocation Area by adding the following three parcels of property: (a) 20-11-27-426-038.000-015, (b) 20-11-27-426-039.000-015 and (c) 20-11-27-326-008.000-015 (collectively, the "Expansion Parcels") to the Southeast Housing Allocation Area ("Expanded Housing Allocation Area") as set forth on the map in the Declaratory Resolution.

The Area Resolution and the Original Plan were amended to: (i) revise the expiration dates of the allocation provisions of the 2004 Keystone I Expansion Allocation Area, the 2007 Keystone I Expansion Allocation Area, the 2004 Century Drive Expansion Allocation and the 2006 Century Drive Expansion Allocation Area to expire no later than thirty (30) years after the date on which the allocation provision was established; (ii) revise the expiration dates of the allocation provisions of the Southeast Allocation Area and the Expanded Southeast Allocation Area to expire no later than twenty-five (25) years after the date of issuance of the hereinafter defined 2015 Bonds; (iii) add the expenditure of revenues collected in the Area to eligible entities for Eligible Programs, all in, serving or benefiting the Area; and (iv) expand the Southeast Housing Allocation Area by adding the Expansion Parcels as set forth on the map in the Declaratory Resolution.

In the Declaratory Resolution, the Commission found that it will be of public utility and benefit to amend the Area Resolution and the Original Plan as the Eligible Programs will promote the redevelopment and economic development of the City and are in the best interests of the City's residents. Additionally, the Commission found the amendment to be reasonable and appropriate when considered in relation to the Area Resolution and the Original Plan and the economic development purposes of the Act. The Commission finds that the Area Resolution and Original Plan, as amended, conform to the plan of development for the City. The Commission further found that the public health and welfare will be benefited by the amendments to the Area Resolution and to the Original Plan.

The 2004 Keystone I Expansion Allocation Area, the 2007 Keystone I Expansion Allocation Area, the 2004 Century Drive Expansion Allocation Area, the 2006 Century Drive Expansion Allocation Area, the Southeast Allocation Area, and the Expanded Southeast Allocation Area (collectively, referred to as the "Allocation Areas") shall maintain their respective original base assessment dates.

The base assessment date for the Expanded Housing Allocation Area is January 1, 2025. The Expanded Housing Allocation Area shall expire no later than 20 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals payable from Tax Increment, or as otherwise required by law.

PROJECT SUMMARY

In order to accomplish the Original Plan, the Commission intends to undertake projects that are in, serving or benefitting the Area (the "Projects"). The Commission intends to utilize Tax Increment revenues generated in the Area to fund the projects and may issue bonds or enter into leases payable from the Tax Increment in order to fund all or a portion of the projects.

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

STATEMENT DISCLOSING THE IMPACT OF AMENDING THE SOUTHEAST ECONOMIC DEVELOPMENT AREA

ESTIMATED TAX IMPACT

The Commission intends to continue capturing Tax Increment in the Allocation Areas and intends to capture the Tax Increment from any future development in the Expanded Housing Allocation Area (the "Future Development"). For purposes of this impact analysis, the illustrative incremental assessed value from the Future Development is \$1,000,000. The illustrative incremental assessed value is multiplied by the 2025 tax rate of \$3.4921 (per \$100 of assessed value) less the Goshen Community School Corporation referendum rates of \$0.4996 (the "Net Tax Rate"), net of Circuit Breaker Tax Credit, to generate illustrative annual Tax Increment of \$20,000.

The calculation of Tax Increment may not include a tax rate that is imposed as a result of a referendum passed after 2009, nor may it include a tax rate associated with a fire territory if the fire territory is established after December 31, 2022. Currently, the Goshen Community School Corporation has post-2009 referendum tax rates in place in the Goshen City Taxing District. Assuming no change in law, any future referendum approved tax rates will not be included in the calculation of Tax Increment in the Allocation Areas and the Expanded Housing Allocation Area. The incremental assessed value that will result from any additional future development will be included in the tax base of the applicable taxing unit for the purposes of calculating the property tax levy associated with a referendum-approved tax rate.

Please note that the actual assessed value of the Future Development will be determined by the Elkhart County Assessor upon completion. There has been no adjustment for future statewide reassessments or trending in this analysis. Future tax rates and assessed value may differ from the tax rates and assessed value used in this analysis, and the differences could have a material impact on the actual Tax Increment. See sections below for additional information about the Circuit Breaker Tax Credit as it relates to property tax changes and Tax Increment.

Circuit Breaker Tax Credits (Property Tax Caps)

Article 10, Section 1 of the Constitution of the State of Indiana (the "Constitutional Provision") provides that, for property taxes first due and payable in 2012 and thereafter, the Indiana General Assembly shall, by law, limit a taxpayer's property tax liability to a specified percentage of the gross assessed value of the taxpayer's real and personal property. Indiana Code 6-1.1-20.6 (the "Statute") authorizes such limits in the form of a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit (the "Circuit Breaker Tax Credit"). For property assessed as a homestead (as defined in Indiana Code 6-1.1-12-37), the Circuit Breaker Tax Credit is equal to the amount by which the property taxes attributable to the homestead exceed 1% of the gross assessed value of the homestead.

Property taxes attributable to the gross assessed value of other residential property, agricultural property, and long-term care facilities are limited to 2% of the gross assessed value, property taxes attributable to other non-residential real property and personal property are limited to 3% of the gross assessed value. The Statute provides additional property tax limits for property taxes paid by certain senior citizens.

If applicable, the Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. Political subdivisions may not increase their property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

The Constitutional Provision excludes from the application of the Circuit Breaker Tax Credit property taxes first due and payable in 2012, and thereafter, that are imposed after being approved by the voters in a referendum. The Statute codifies this exception, providing that, with respect to property taxes first due and payable in 2012 and thereafter, property taxes imposed after being approved by the voters in a referendum will not be considered for purposes of calculating the limits to property tax liability under the provisions of the Statute.

In this Analysis, the Circuit Breaker Tax Credit is assumed to reduce the total Tax Increment for the Allocation Areas and the Expanded Housing Allocation Area. There can be no assurance that the levies and tax rates for the City and their overlapping taxing units will not increase in some future year to the point of causing the Circuit Breaker Tax Credit to be further applied to taxpayers' tax bills.

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**STATEMENT DISCLOSING THE IMPACT OF AMENDING THE
SOUTHEAST ECONOMIC DEVELOPMENT AREA**

ESTIMATED IMPACT OF AMENDING THE SOUTHEAST ECONOMIC DEVELOPMENT AREA

The schedule entitled "Estimated Impact of Amending the Southeast Economic Development Area on the Overlapping Taxing Units" provides an estimate of the effect on the tax rates of the overlapping taxing units (*holding all other factors constant*) of amending the Allocation Areas and the Expanded Housing Allocation Area.

Scenario I: Present Situation

Scenario I represents the current situation (based on payable 2025 property tax information) prior to amending the Allocation Areas and the Expanded Housing Allocation Area located in the Goshen City taxing district. Scenario I presents the taxes payable 2025 assessed values, property tax levies, tax rates for the overlapping taxing. It also provides the existing real property incremental assessed value located in the Goshen City taxing district and captured in the Allocation Areas of \$278,922,496 multiplied by the pay 2025 tax rate of \$3.4921, less the Goshen Community School Corporation Referendum Rates of \$0.4996, to generate an estimated \$8,346,590 of annual real property Tax Increment, after circuit breaker credits.

Scenario II: Assumes the Southeast Economic Development Area is not Amended and the Southeast Housing Allocation Area is not Expanded (Represents Taxes Payable 2035)

Scenario II depicts the impact on the overlapping taxing units (*holding all other factors constant*) if the Allocation Areas are not amended and the Expanded Housing Allocation Area is not created. It assumes that the Allocation Areas will expire in May 2033 and the \$278,922,496 of incremental assessed value is passed through to the overlapping taxing units beginning in taxes payable 2035. The tax rate of the Goshen City taxing district is estimated to decrease by \$0.3367 and the gross levies are estimated to increase \$324,387. The Allocation Areas will no longer generate annual real property Tax Increment beginning in taxes payable 2035.

Scenario III: Assumes the Southeast Economic Development Area is Amended, and the Southeast Housing Allocation Area is Expanded

Scenario III represents the impact on the overlapping taxing units if the Allocation Areas are amended and the Expanded Housing Allocation Area is created. The Allocation Areas will continue to generate annual real property Tax Increment, estimated to be \$8,346,590, beyond the previously set expirations. Below is a table summarizing the impacts with each Allocation Areas amended expiration dates, within the Goshen City Taxing District.

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**STATEMENT DISCLOSING THE IMPACT OF AMENDING THE
SOUTHEAST ECONOMIC DEVELOPMENT AREA**

ESTIMATED IMPACT OF AMENDING THE SOUTHEAST ECONOMIC DEVELOPMENT AREA (Cont'd)

Scenario III: Assumes the Southeast Economic Development Area is Amended, and the Southeast Housing Allocation Area is Expanded (Cont'd)

	Taxes Payable Year			
	2036	2038	2039	2042
Estimated Incremental Assessed Value (AV) Expiring	\$144,968,660	\$1,341,872	\$13,670,646	\$118,941,318
Estimated Cumulative Incremental AV Expiring	\$144,968,660	\$146,310,532	\$159,981,178	\$278,922,496
Estimated Total Tax Rate Impact	(\$0.1863)	(\$0.0018)	(\$0.0187)	(\$0.1550)
Estimated Total Annual Cumulative Tax Rate Impact	(\$0.1863)	(\$0.1880)	(\$0.2042)	(\$0.3367)
Estimated Total Gross Tax Levy Impact	\$168,599	\$1,561	\$15,898	\$138,330
Estimated Total Annual Cumulative Gross Tax Levy Impact	\$168,599	\$170,159	\$186,059	\$324,387

For purposes of this impact analysis, the illustrative incremental assessed value from the Future Development of \$1,000,000 is multiplied by the pay 2025 tax rate of \$3.4921, less the Goshen Community School Corporation Referendum Rates of \$0.4996, estimated to generate \$20,000 of annual real property Tax Increment, after circuit breaker credits.

The actual assessed value of the New Development and any future developments will be determined by the Elkhart County Assessor upon completion of such developments. No adjustment for future statewide reassessments or trending was made in this analysis. Future tax rates and assessed value may differ from the tax rates and assessed value used in this illustrative analysis, and the differences could have a material impact on the actual Tax Increment. See the sections below for additional information about the Circuit Breaker Tax Credit as it relates to property tax changes.

Impact Summary

In the Declaratory Resolution, the Commission found that it will be of public utility and benefit to amend the Area Resolution and the Original Plan as the Eligible Programs will promote the redevelopment and economic development of the City and are in the best interests of the City's residents. Additionally, the Commission found the amendment to be reasonable and appropriate when considered in relation to the Area Resolution and the Original Plan and the economic development purposes of the Act. The Commission finds that the Area Resolution and Original Plan, as amended, conform to the plan of development for the City. The Commission further found that the public health and welfare will be benefited by the amendments to the Area Resolution and to the Original Plan.

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**STATEMENT DISCLOSING THE IMPACT OF AMENDING THE
SOUTHEAST ECONOMIC DEVELOPMENT AREA**

ESTIMATED IMPACT OF AMENDING THE SOUTHEAST ECONOMIC DEVELOPMENT AREA (Cont'd)

Impact Summary (Cont'd)

The Commission found that the expansion of the Southeast Housing Allocation Area will result in new property taxes that would not have been generated without these new allocation provision because incentives were required to assist with the funding of construction for the housing development and the only funds the Commission has to provide funding is through the capture of tax increment generated in the housing development.

Please note that for the purpose of estimating the impact of tax increment financing, certain factors were held constant in this analysis. No other growth in real property and assessed values were assumed to take place anywhere in the City or within the Allocation Areas or Expanded Housing Allocation Area. No increases in the budgets of the overlapping taxing units were assumed for purposes of this analysis. Potential impacts from future statewide reassessments or trends were not included in this analysis.

Economic and Other Tax Impacts

Additional local income taxes could potentially be generated from the new residents assuming the new residents will be new residents to Elkhart County, Indiana. Increases in residents, would, in turn, likely increase local spending and commercial activity.

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION
ESTIMATED IMPACT OF AMENDING THE SOUTHEAST
ECONOMIC DEVELOPMENT AREA ON THE OVERLAPPING TAXING UNITS (1)

Goshen City Taxing District	Tax Rate	Net Assessed Value of Taxing Unit	Estimated Property Tax Levy
SCENARIO I: PRESENT SITUATION			
Represents 2024 taxes payable 2025 property tax levies, assessed valuation, and tax rates.			
Elkhart County	\$0.3006	\$14,189,985,162	\$42,655,096
Elkhart County Communications Center	0.0231	10,711,103,911	2,474,265
Elkhart County Cumulative Capital Development (2)	0.0330	14,189,985,162	4,682,695
Elkhart County Major Bridge (2)	0.0333	14,189,985,162	4,725,265
Elkhart Township	0.0136	1,998,073,879	271,738
Goshen Civil City	1.3490	1,779,620,050	24,007,073
Goshen Cumulative Capital Development (2)	0.0500	1,779,620,050	889,810
Goshen Community School Corporation	1.0658	1,998,073,879	21,295,472
Goshen Community School Corporation Referendum Operating (2)	0.2493	2,446,576,377	6,099,315
Goshen Community School Corporation Referendum Capital	0.2503	2,446,576,377	6,123,781
Goshen Public Library	0.1241	1,998,073,879	2,479,610
Total Tax Rate (per \$100 AV)	\$3.4921		
Less: Goshen Community School Corporation Referendum	(0.4996)		
Net Tax Rate (3)	\$2.9925		

Estimated Tax Increment	Tax Rate	Incremental Assessed Value	Gross Increment	Circuit Breaker	Net Increment
2004 Keystone I Expansion Allocation Area	\$2.9925	\$87,307,317 (4)	\$2,612,670	\$0 (5)	\$2,612,670
2007 Keystone I Expansion Allocation Area	2.9925	13,670,646 (4)	409,090	0 (5)	409,090
2004 Century Drive Expansion Allocation Area	2.9925	57,661,343 (4)	1,725,520	(110) (5)	1,725,410
2006 Century Drive Expansion Allocation Area	2.9925	1,341,872 (4)	40,160	(5)	40,160
Southeast Allocation Area	2.9925	95,056,640 (4)	2,844,570	(60) (5)	2,844,510
Expanded Southeast Allocation Area	2.9925	23,884,678 (4)	714,750	(5)	714,750
Southeast Housing Allocation Area	2.9925	0 (4)	0	0 (5)	0
Totals		\$278,922,496	\$8,346,760	(\$170)	\$8,346,590

SCENARIO II: ASSUMES THE SOUTHEAST ECONOMIC DEVELOPMENT AREA IS NOT AMENDED AND THE SOUTHEAST HOUSING ALLOCATION AREA IS NOT EXPANDED (REPRESENTS TAXES PAYABLE 2035)				Rate Difference From Scenario I	Levy Difference From Scenario 1
Assumes the Southeast Economic Development Area is not Amended, the Southeast Housing Area is not expanded, and Eligible Programs are not added as eligible entities for the expenditure of revenues. Represents the current expiration dates.					
Elkhart County	\$0.2948	\$14,468,907,658	\$42,655,096	(\$0.0058)	\$0
Elkhart County Communications Center	0.0225	10,990,026,407	2,474,265	(0.0006)	0
Elkhart County Cumulative Capital Development (2)	0.0330	14,468,907,658	4,774,740	0.0000	92,045
Elkhart County Major Bridge (2)	0.0333	14,468,907,658	4,818,146	0.0000	92,881
Elkhart Township	0.0119	2,276,996,375	271,738	(0.0017)	0
Goshen Civil City	1.1662	2,058,542,546	24,007,073	(0.1828)	0
Goshen Cumulative Capital Development (2)	0.0500	2,058,542,546	1,029,271	0.0000	139,461
Goshen Community School Corporation	0.9352	2,276,996,375	21,295,472	(0.1306)	0
Goshen Community School Corporation Referendum Operating (2)	0.2493	2,446,576,377	6,099,315	0.0000	0
Goshen Community School Corporation Referendum Capital	0.2503	2,446,576,377	6,123,781	0.0000	0
Goshen Public Library	0.1089	2,276,996,375	2,479,610	(0.0152)	0
Total Tax Rate (per \$100 AV)	\$3.1554			(\$0.3367)	\$324,387

SCENARIO III: ASSUMES THE SOUTHEAST ECONOMIC DEVELOPMENT AREA IS AMENDED AND THE SOUTHEAST HOUSING ALLOCATION AREA IS EXPANDED				Rate Difference From Scenario I	Levy Difference From Scenario I
Assumes the Southeast Economic Development Area is Amended, the Southeast Housing Area is expanded, and Eligible Programs are added as eligible entities for the expenditure of revenues.					
Elkhart County	\$0.3006	\$14,189,985,162	\$42,655,096	\$0.0000	\$0
Elkhart County Communications Center	0.0231	10,711,103,911	2,474,265	0.0000	0
Elkhart County Cumulative Capital Development (2)	0.0330	14,189,985,162	4,682,695	0.0000	0
Elkhart County Major Bridge (2)	0.0333	14,189,985,162	4,725,265	0.0000	0
Elkhart Township	0.0136	1,998,073,879	271,738	0.0000	0
Goshen Civil City	1.3490	1,779,620,050	24,007,073	0.0000	0
Goshen Cumulative Capital Development (2)	0.0500	1,779,620,050	889,810	0.0000	0
Goshen Community School Corporation	1.0658	1,998,073,879	21,295,472	0.0000	0
Goshen Community School Corporation Referendum Operating (2)	0.2493	2,446,576,377	6,099,315	0.0000	0
Goshen Community School Corporation Referendum Capital	0.2503	2,446,576,377	6,123,781	0.0000	0
Goshen Public Library	0.1241	1,998,073,879	2,479,610	0.0000	0
Total Tax Rate (per \$100 AV)	\$3.4921			\$0.0000	\$0
Less: Goshen Community School Corporation Referendum	(0.4996)				
Net Tax Rate (3)	\$2.9925				

Estimated Tax Increment	Tax Rate	Incremental Assessed Value	Gross Increment	Circuit Breaker	Net Increment
2004 Keystone I Expansion Allocation Area	\$2.9925	\$87,307,317 (4)	\$2,612,670	\$0 (5)	\$2,612,670
2007 Keystone I Expansion Allocation Area	2.9925	13,670,646 (4)	409,090	0 (5)	409,090
2004 Century Drive Expansion Allocation Area	2.9925	57,661,343 (4)	1,725,520	(110) (5)	1,725,410
2006 Century Drive Expansion Allocation Area	2.9925	1,341,872 (4)	40,160	0 (5)	40,160
Southeast Allocation Area	2.9925	95,056,640 (4)	2,844,570	(60) (5)	2,844,510
Expanded Southeast Allocation Area	2.9925	23,884,678 (4)	714,750	0 (5)	714,750
Southeast Housing Allocation Area	2.9925	0 (4)	0	0 (5)	0
Illustrative Future Development	2.9925	1,000,000 (6)	29,930	(9,930) (6)	20,000
Totals		\$279,922,496	\$8,376,690	(\$10,100)	\$8,366,590

- (1) Based on information provided from the 2025 Elkhart County Budget Order.
(2) Tax rates are not adjusted for rate driven funds. Assumes these funds are at their maximum rates.
(3) Represents the pay 2025 Goshen City Concord Township taxing district rate of \$3.4921 less the Goshen Community School Corporation post 2009 referendum rates of \$0.4996.
(4) Based upon pay 2025 assessed values per the Elkhart County Auditor's office.
(5) Per the 2025 PVDNet Abstract Worksheet-TIF provided by the Elkhart County Auditor's office.
(6) Represents an illustrative assessed value of \$1,000,000. The actual assessed value will be determined by the Elkhart County Assessor upon completion, and the actual assessed value may vary materially from the value assumed in this illustration. Assumes the development is under the 2% circuit breaker cap.

Note: The reduction in tax rates could potentially reduce the Circuit Breaker losses incurred by taxing units located in the County.

(Subject to the attached impact statement
dated June 26, 2025 of Baker Tilly Municipal Advisors, LLC)



**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: Resolution 20-2025 – Resolution Confirming the Resolution of the Goshen Redevelopment Commission Adopted on April 8, 2025, Entitled "Resolution Amending Declaratory Resolution of the Goshen Redevelopment Commission" for the Consolidated River Race/US 33 Economic Development Area

DATE: July 8, 2025

This resolution confirms amendments to the Consolidated River Race/US 33 Economic Development Area Plan and allocation areas, as originally adopted and subsequently expanded.

Key Amendments Confirmed:

1. Extension of TIF Allocation Periods:

- Revised expiration dates for allocation provisions related to:
 - The 2004, 2005, and 2006 River Race Expansion Allocation Areas
 - The North US 33 Allocation Area
 - The Downtown Allocation Area
 - The Consolidated River Race/US 33 Allocation Areas (including 2013 expansions)

2. Expanded Use of TIF Revenues:

- Authorized use of collected revenues for:
 - Police and fire services (capital and operating)
 - Educational and workforce training programs as permitted under IC 36-7-25-7

3. Geographic Expansion:

- Added new parcels to the Consolidated River Race/US 33 Allocation Area (listed in Exhibit A of the resolution)

4. Procedural Compliance:

- Amendments were reviewed and approved by the Goshen Plan Commission and the Goshen Common Council.
- Notice was published and distributed as required.

- A public hearing was held on July 8, 2025.

Final Actions:

The resolution confirms the amendments made in Declaratory Resolution No. 09-2025 and directs the Secretary to record the resolution with the Elkhart County Recorder and notify the County Auditor and the Department of Local Government Finance within 30 days.

RESOLUTION NO. 20-2025

RESOLUTION CONFIRMING THE RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION ADOPTED ON APRIL 8, 2025, ENTITLED "RESOLUTION AMENDING DECLARATORY RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION"

WHEREAS, the City of Goshen ("City") Redevelopment Commission ("Commission"), adopted Declaratory Resolution No. 01-2001 on February 13, 2001 as confirmed on May 8, 2001 (collectively, "River Race Area Resolution"), as amended to date, including by: (i) Amending Declaratory Resolution No. 01-2004 adopted on February 10, 2004 ("2004 River Race Expansion Area Resolution"); (ii) Amending Declaratory Resolution No. 01-2005 adopted on February 8, 2005 ("2005 River Race Expansion Area Resolution"); and (iii) Amending Declaratory Resolution No. 13-2006 adopted on February 27, 2006 as confirmed on February 13, 2007 (collectively, "2006 River Race Expansion Area Resolution"), each creating and expanding the River Race Corridor Economic Development Area (collectively, "River Race Area");

WHEREAS, the Commission adopted Declaratory Resolution No. 04-2005 on February 8, 2005 as confirmed after a public hearing (collectively, "North US 33 Area Resolution") creating the North US Corridor 33 Economic Development Area and North US 33 Corridor Allocation Area (collectively, "North US 33 Area");

WHEREAS, the Commission adopted Declaratory Resolution No. 39-2007 on September 11, 2007 as confirmed on October 9, 2007 (collectively, "Downtown Area Resolution") creating the Downtown Economic Development Area and Downtown Allocation Area (collectively, "Downtown Area");

WHEREAS, the Commission adopted Declaratory Resolution No. 02-2012 on January 10, 2012 as confirmed on March 13, 2012 (collectively, "Consolidation Area Resolution"), as amended to date, including by: (i) Amending Declaratory Resolution No. 06-2013 adopted on January 8, 2013 as confirmed on March 12, 2013 (collectively, "2013 Consolidated Expansion I Area Resolution"); and (ii) Amending Declaratory Resolution No. 66-2013 adopted on September 10, 2013 as confirmed on November 12, 2013 (collectively, "2013 Consolidated Expansion II Area Resolution"); each consolidating and expanding the River Race Area, the North US 33 Area and the Downtown Area, and creating and expanding the Consolidated River Race/US 33 Economic Development Area (collectively, "Area");

WHEREAS, the Original River Race Allocation Area was created by the River Race Area Resolution, as expanded by the: (i) 2004 River Race Expansion Area Resolution ("2004 River Race Expansion Allocation Area"); (ii) 2005 River Race Expansion Area Resolution ("2005 River Race Expansion Allocation Area"); and (iii) 2006 River Race Expansion Area Resolution ("2006 River Race Expansion Allocation Area");

WHEREAS, the North US 33 Allocation Area was created by the North US 33 Area Resolution ("North US 33 Allocation Area");

Consolidated River Race/US 33 Economic Development Area

WHEREAS, the Downtown Allocation Area was created by the Downtown Area Resolution ("Downtown Allocation Area");

WHEREAS, the Consolidated River Race/US 33 Allocation Area was created by the Consolidation Area Resolution ("Consolidated Allocation Area"), as expanded by the: (i) 2013 Consolidated Expansion I Area Resolution ("2013 Consolidated Expansion I Allocation Area"); and (ii) 2013 Consolidated Expansion II Area Resolution ("2013 Consolidated Expansion II Allocation Area");

WHEREAS, the River Race Area Resolution, the 2004 River Race Expansion Area Resolution, the 2005 River Race Expansion Area Resolution, the 2006 River Race Expansion Area Resolution, the North US 33 Area Resolution, the Downtown Area Resolution, the Consolidation Area Resolution, the 2013 Consolidated Expansion I Area Resolution and the 2013 Consolidated Expansion II Area Resolution are hereinafter collectively referred to as the "Area Resolution;"

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

WHEREAS, on April 8, 2025, the Commission adopted Amending Declaratory Resolution No. 09-2025 ("Consolidated River Race/US 33 Amending Declaratory Resolution") amending the Consolidated River Race/US 33 Area Resolution and the Original Consolidated River Race/US 33 Area Plan to: (i) revise the expiration dates of the allocation provisions for the 2004 River Race Expansion Allocation Area, the 2005 River Race Expansion Allocation Area and the 2006 River Race Expansion Allocation Area; (ii) revise the expiration date of the allocation provision for the North US 33 Allocation Area; (iii) revise the expiration date of the allocation provision for the Downtown Allocation Area; (iv) revise the expiration dates of the allocation provisions for the Consolidated River Race/US 33 Allocation Area, the 2013 Consolidated Expansion I Allocation Area and the 2013 Consolidated Expansion II Allocation Area; (v) add the expenditure of revenues collected in the Consolidated River Race/US 33 Area for police and fire services for both capital expenditures and operating expenses; (vi) add the expenditure of revenues collected in the Consolidated River Race/US 33 Area to eligible entities for eligible educational and training programs as set forth in IC 36-7-25-7, all in, serving or benefiting the Consolidated River Race/US 33 Area; and (vii) expand the Consolidated River Race/US 33 Allocation Area by adding the parcels of property set forth on the parcel list attached to Amending Declaratory Resolution No. 09-2025 as Exhibit A ("Consolidated River Race/US 33 Expansion Parcels") to the Consolidated River Race/US 33 Allocation Area;

WHEREAS, the Commission submitted the Consolidated River Race/US 33 Amending Declaratory Resolution, Original Plan, as amended, and supporting data to the Goshen Plan Commission ("Plan Commission") and the Plan Commission has issued its written order approving the Consolidated River Race/US 33 Amending Declaratory Resolution and, Original Plan, as amended;

WHEREAS, the Common Council approved the order of the Plan Commission;

Consolidated River Race/US 33 Economic Development Area

WHEREAS, the Commission published notice in *The Goshen News* of the adoption and substance of the Consolidated River Race/US 33 Amending Declaratory Resolution, which notice also gave notice of a hearing on the proposed amendments to be held by the Commission;

WHEREAS, the notice described in the preceding paragraph was also filed in the office of the Plan Commission and any other departments, bodies or offices having to do with county planning, variances from zoning ordinances, land use or the issuance of building permits and mailed to owners of parcels added by the expansion of the Consolidated River Race/US 33 Allocation Area located in the Consolidated River Race/US 33 Area; and

WHEREAS, the Commission on July 8, 2025, conducted a public hearing at which the Commission heard all persons interested in the proceedings and considered all written remonstrances and objections that were filed;

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

Section 1. The Commission has considered the evidence presented and now finds and determines that it will be of public utility and benefit and will benefit the public health and welfare of the citizens of the City to amend the Consolidated River Race/US 33 Area Resolution and the Original Consolidated River Race/US 33 Area Plan as set forth in the Consolidated River Race/US 33 Amending Declaratory Resolution.

Section 2. The Consolidated River Race/US 33 Amending Declaratory Resolution, approved by the Commission on April 8, 2025, a copy of which is attached hereto and incorporated herein, is hereby confirmed.

Section 3. The Consolidated River Race/US 33 Amending Declaratory Resolution, as confirmed, shall be attached to and incorporated in this resolution. The Secretary is hereby directed to record this resolution with the Elkhart County Recorder and provide a record stamped copy to the Elkhart County Auditor and the Department of Local Government Finance within thirty (30) days of the date set forth below.

Section 4. This resolution is effective upon passage.

Adopted at a meeting of the Goshen Redevelopment Commission held on July 8, 2025, in Goshen, Indiana.

GOSHEN REDEVELOPMENT COMMISSION

President

Vice-President

Secretary

Member

Member

ATTEST:

Secretary

AMENDING DECLARATORY
RESOLUTION NO. 09-2025

RESOLUTION AMENDING DECLARATORY RESOLUTION OF THE
GOSHEN REDEVELOPMENT COMMISSION FOR THE
CONSOLIDATED RIVER RACE/US 33 ECONOMIC DEVELOPMENT
AREA

WHEREAS, the City of Goshen ("City") Redevelopment Commission ("Commission"), adopted Declaratory Resolution No. 01-2001 on February 13, 2001 as confirmed on May 8, 2001 (collectively, "River Race Area Resolution"), as amended to date, including by: (i) Amending Declaratory Resolution No. 01-2004 adopted on February 10, 2004 ("2004 River Race Expansion Area Resolution"); (ii) Amending Declaratory Resolution No. 01-2005 adopted on February 8, 2005 ("2005 River Race Expansion Area Resolution"); and (iii) Amending Declaratory Resolution No. 13-2006 adopted on February 27, 2006 as confirmed on February 13, 2007 (collectively, "2006 River Race Expansion Area Resolution"), each creating and expanding the River Race Corridor Economic Development Area (collectively, "River Race Area");

WHEREAS, the Commission adopted Declaratory Resolution No. 04-2005 on February 8, 2005 as confirmed after a public hearing (collectively, "North US 33 Area Resolution") creating the North US Corridor 33 Economic Development Area and North US 33 Corridor Allocation Area (collectively, "North US 33 Area");

WHEREAS, the Commission adopted Declaratory Resolution No. 39-2007 on September 11, 2007 as confirmed on October 9, 2007 (collectively, "Downtown Area Resolution") creating the Downtown Economic Development Area and Downtown Allocation Area (collectively, "Downtown Area");

WHEREAS, the Commission adopted Declaratory Resolution No. 02-2012 on January 10, 2012 as confirmed on March 13, 2012 (collectively, "Consolidation Area Resolution"), as amended to date, including by: (i) Amending Declaratory Resolution No. 06-2013 adopted on January 8, 2013 as confirmed on March 12, 2013 (collectively, "2013 Consolidated Expansion I Area Resolution"); and (ii) Amending Declaratory Resolution No. 66-2013 adopted on September 10, 2013 as confirmed on November 12, 2013 (collectively, "2013 Consolidated Expansion II Area Resolution"); each consolidating and expanding the River Race Area, the North US 33 Area and the Downtown Area, and creating and expanding the Consolidated River Race/US 33 Economic Development Area (collectively, "Area");

WHEREAS, the Original River Race Allocation Area was created by the River Race Area Resolution, as expanded by the: (i) 2004 River Race Expansion Area Resolution ("2004 River Race Expansion Allocation Area"); (ii) 2005 River Race Expansion Area Resolution ("2005 River Race Expansion Allocation Area"); and (iii) 2006 River Race Expansion Area Resolution ("2006 River Race Expansion Allocation Area");

WHEREAS, the North US 33 Allocation Area was created by the North US 33 Area Resolution ("North US 33 Allocation Area");

WHEREAS, the Downtown Allocation Area was created by the Downtown Area Resolution ("Downtown Allocation Area");

WHEREAS, the Consolidated River Race/US 33 Allocation Area was created by the Consolidation Area Resolution ("Consolidated Allocation Area"), as expanded by the: (i) 2013 Consolidated Expansion I Area Resolution ("2013 Consolidated Expansion I Allocation Area"); and (ii) 2013 Consolidated Expansion II Area Resolution ("2013 Consolidated Expansion II Allocation Area");

WHEREAS, the River Race Area Resolution, the 2004 River Race Expansion Area Resolution, the 2005 River Race Expansion Area Resolution, the 2006 River Race Expansion Area Resolution, the North US 33 Area Resolution, the Downtown Area Resolution, the Consolidation Area Resolution, the 2013 Consolidated Expansion I Area Resolution and the 2013 Consolidated Expansion II Area Resolution are hereinafter collectively referred to as the "Area Resolution;"

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

WHEREAS, the Commission now desires to amend the Area Resolution and the Original Plan to: (i) revise the expiration dates of the allocation provisions for the 2004 River Race Expansion Allocation Area, the 2005 River Race Expansion Allocation Area and the 2006 River Race Expansion Allocation Area as set forth in the 2004 River Race Expansion Area Resolution, the 2005 River Race Expansion Area Resolution and the 2006 River Race Expansion Area Resolution, respectively; (ii) revise the expiration date of the allocation provision for the North US 33 Allocation Area as set forth in the North US 33 Area Resolution; (iii) revise the expiration date of the allocation provision for the Downtown Allocation Area as set forth in the Downtown Area Resolution; (iv) revise the expiration dates of the allocation provisions for the Consolidated Allocation Area, the 2013 Consolidated Expansion I Allocation Area and the 2013 Consolidated Expansion II Allocation Area set forth in the Consolidation Area Resolution; (v) add the expenditure of revenues collected in the Area for police and fire services for both capital expenditures and operating expenses ("Public Safety Services"); (vi) add the expenditure of revenues collected in the Area to eligible entities for eligible educational and training programs as set forth in IC 36-7-25-7 ("Eligible Programs"), all in, serving or benefiting the Area; and (vii) expand the Consolidated Allocation Area by adding the parcels of property as set forth on the parcel list attached hereto as Exhibit A (collectively, "Expansion Parcels") to the Consolidated Allocation Area ("2025 Consolidated Expansion Allocation Area"); and

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

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

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

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

Section 1. The Area Resolution and the Original Plan are hereby amended to: (i) revise the expiration dates of the allocation provisions of the 2004 River Race Expansion Allocation Area, the 2005 River Race Expansion Allocation Area and the 2006 River Race Expansion Allocation Area to expire no later than thirty (30) years after the date on which the allocation provision was established; (ii) revise the expiration date of the allocation provision of the North US 33 Allocation Area to expire no later than thirty (30) years after the date on which the allocation provision was established; (iii) revise the expiration date of the allocation provision of the Downtown Allocation Area to expire no later than thirty (30) years after the date on which the allocation provision was established; (iv) revise the expiration dates of the allocation provisions for the Consolidated Allocation Area, the 2013 Consolidated Expansion I Allocation Area and the 2013 Consolidated Expansion II Allocation Area to expire no later than twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues in the respective areas; (v) add the expenditure of revenues collected in the Area for Public Safety Programs; (vi) add the expenditure of revenues collected in the Area to eligible entities for Eligible Programs, all in, serving or benefiting the Area; and (vii) expand the Consolidated Allocation Area by adding the Expansion Parcels as set forth on the parcel list attached hereto as Exhibit A.

Section 2. It will be of public utility and benefit to amend the Area Resolution and the Original Plan as provided herein.

Section 3. The Public Safety Services and the Eligible Programs will promote the redevelopment and economic development of the City, are of utility and benefit, and are in the best interests of the City's residents.

Section 4. The Commission finds and determines that the proposed amendments described in Section 1 above are reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the economic development purposes set forth in IC 36-7-14-14. The Commission finds that the Area Resolution and Original Plan, as amended, conform to the plan of development for the City.

Section 5. The Commission further finds that the public health and welfare will be benefited by the amendments to the Area Resolution and to the Original Plan.

Section 6. The Commission hereby finds that the expansion of the 2025 Consolidated Expansion Allocation Area will result in new property taxes that would not have been generated without these new allocation provision because development of the Area will promote opportunities for gainful employment, attract new business enterprises to the Area and attract new job opportunities.

Section 7. The Consolidated Allocation Area shall maintain its original base assessment date.

Section 8. The 2025 Consolidated Expansion Allocation Area shall have a base assessment date of January 1, 2025.

Section 9. The Commission hereby finds that the property so described in Exhibit B is the property that may be affected by the expansion of the Consolidated Allocation Area.

Section 10. The presiding officer of the Commission is hereby authorized and directed to submit this resolution to the Goshen Plan Commission ("Plan Commission") for its approval. The Commission further directs the presiding officer to submit this resolution and the approving order the Plan Commission to the Common Council for its approval of the amendments to the Area Resolution and to the Original Plan.

Section 11. The Commission also directs the presiding officer, after receipt of the written order of approval of the Plan Commission which has been approved by the Common Council, to (i) publish notice of the adoption and substance of this resolution in accordance with IC 5-3-1-4; (ii) to file notice with the Plan Commission, the Board of Zoning Appeals, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits; and (iii) mail the notice to all property owners of the Expansion Parcels. The notice must state that original maps and plats have been prepared and can be inspected at the office of the City's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed amendments and will determine the public utility and benefit of the proposed amendments and expansion. Copies of the notice must also be filed with the officer authorized to fix budgets, tax rates and tax levies under IC 6-1.1-17-5 for each taxing unit that is either wholly or partly located within the Area.

Section 12. This paragraph shall be considered the allocation provision for the 2025 Consolidated Expansion Allocation Area for purposes of IC 36-7-14-39. The 2025 Consolidated Expansion Allocation Area shall constitute an allocation area as defined in IC 36-7-14-39 and shall become a part of the Consolidated Allocation Area for all purposes other than the base assessment date. Any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the 2025 Consolidated Expansion Allocation Area shall be allocated and distributed in accordance with IC 36-7-14-39 or any applicable successor provision. This allocation provision shall expire no later than 25 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues generated in the 2025 Consolidated Expansion Allocation Area.

Section 13. The Commission also directs the presiding officer to prepare or cause to be prepared a statement disclosing the impact of: (A) the expansion of the Consolidated Allocation Area; and (B) the extension of the allocation provisions of the: (i) 2004 River Race Expansion Allocation Area; (ii) 2005 River Race Expansion Allocation Area; (iii) 2006 River Race Expansion Allocation Area; (iv) North US 33 Allocation Area; (v) Downtown Allocation Area; (vi) Consolidated Allocation Area; (vii) 2013 Consolidated Expansion I Allocation Area; and (viii)

2013 Consolidated Expansion II Allocation Area (hereinafter, collectively, "Original Allocation Areas"), including the following:

(a) The estimated economic benefits and costs incurred by the 2025 Consolidated Expansion Allocation Area and the extension of the allocation provisions of the Original Allocation Areas, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values; and

(b) The anticipated impact on tax revenues of each taxing unit that is either wholly or partly located within the 2025 Consolidated Expansion Allocation Area and the Original Allocation Areas.

A copy of this statement shall be filed with each such taxing unit with a copy of the notice required under Section 17 of the Act at least 10 days before the date of the hearing described in Section 11 of this resolution.

Section 14. The Commission hereby finds that all property in the 2025 Consolidated Expansion Allocation Area will positively benefit from the amendments described herein.

Section 15. The Area Resolution and the Original Plan, as amended, conform to the plan of development of the City.

Section 16. The Commission further directs the presiding officer to submit this resolution to the Common Council for its approval of the amendments to the Area Resolution and the Original Plan.

Section 17. All other provisions of the Area Resolution, the Original Plan and actions of the Commission consistent with this resolution are hereby ratified and confirmed.

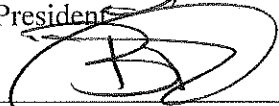
Section 18. This resolution shall be effective as of its date of adoption.

Adopted at a meeting of the Commission held on April 8, 2025, in Goshen, Indiana.

GOSHEN REDEVELOPMENT COMMISSION




President



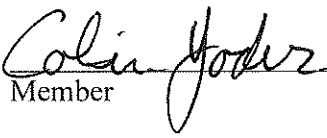
Vice President



Secretary

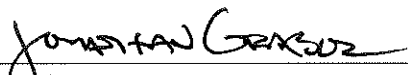


Member



Member

ATTEST:



Secretary

EXHIBIT A

List of Expansion Parcels

PARCEL NUMBER	PROPERTY ADDRESS	OWNER NAME	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIP
11-08-126-012-015	1705 WEST PLAINS DR	BONTREGER CECIL J	61818 County Road 33	Goshen	IN	46528-6587
11-08-126-013-015	1710 ELKHART RD.	GUTIERREZ LLC	122 S Main St	Goshen	IN	46526-3702
11-08-126-014-015	1716 ELKHART RD	CENTIER BANK	600 EAST 84TH AVE	MERRILLVILLE	IN	46410
11-08-126-020-015	BASHOR RD	CENTIER BANK	600 EAST 84TH AVE	MERRILLVILLE	IN	46410
11-08-126-021-015	1718 BASHOR RD	MCKERCHIE INVESTMENTS LLC	65360 CR 3	WAKARUSA	IN	46573
11-08-127-002-015	1715 ELKHART RD	SCOTT OPTICAL INC	1789 E BRISTOL ST	ELKHART	IN	46514-6607
11-08-201-001-015	1706 ELKHART ROAD	MCDONALDS REAL ESTATE COMPANY ATTN: DEPT 027 - REAL ESTATE TAX	110 N CARPENTER ST	CHICAGO	IL	60607-2101
11-08-203-001-015	1715 ELKHART ROAD	T5 GOSHEN LLC C/O BALDWIN CAPITAL PARTNERS LLC	120 W LEXINGTON AVE	ELKHART	IN	46516
11-08-203-004-015	1713 ELKHART RD	SCF RC FUNDING IV LLC	4800 MEADOWS RD. STE 300	LAKE OSWEGO	OR	97035
11-08-203-007-015	1504 BASHOR RD.	FSR PROPERTIES INC	1504 BASHOR RD	GOSHEN	IN	46526
11-08-203-010-015	W US 33	NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC	801 EAST 86TH AVE	MERRILLVILLE	IN	46410
11-08-203-013-015	1709 ELKHART RD	QDI REALTY LLC C/O QUALITY DINING INC	4220 EDISON LAKES PARKWAY SUITE 300	MISHAWAKA	IN	46545
11-08-203-016-015	1609 ELKHART RD	IVANOV MAXIM I	1609 ELKHART RD	GOSHEN	IN	46526-1910
11-08-203-018-015	US 33	IVANOV MAXIM I	1609 ELKHART RD	GOSHEN	IN	46526-1910
11-08-203-019-015	1607 ELKHART RD	WELSH FAMILY TRUST	PO BOX 118	Milford	IN	46542-0118

11-08-203-020-015	1603 ELKHART RD	WELSH FAMILY TRUST	PO BOX 118	Milford	IN	46542-0118
11-08-203-021-015	1505 ELKHART ROAD	YODER DARYL & DAWN	1505 Elkhart Rd	Goshen	IN	46526-2012
11-08-203-022-015	1503 ELKHART RD	D & C MILLER HOLDINGS LLC	1501 ELKHART RD	GOSHEN	IN	46526
11-08-203-023-015	ELKHART RD	D & C MILLER HOLDINGS LLC	1501 ELKHART RD	GOSHEN	IN	46526
11-08-203-024-015	W US 33	D & C MILLER HOLDINGS LLC	1501 ELKHART RD	GOSHEN	IN	46526
11-08-203-025-015	1501 ELKHART RD	D & C MILLER HOLDINGS LLC	1501 ELKHART RD	GOSHEN	IN	46526
11-08-203-039-015	1701 ELKHART RD	ABVM LLC	502 NORTHLAND NE	ROCKFORD	MI	49341
11-08-203-049-015	1613 ELKHART RD	OREILLY AUTOMOTIVE INC STORE #2313	P O BOX 9167	SPRINGFIELD	MO	65801-9167
11-08-203-053-015	1502 VIRGINIA ST	STOCLI PROPERTIES LLC	1502 VIRGINIA AVE	GOSHEN	IN	46528
11-08-203-054-015	1520 BASHOR RD	SCF RC FUNDING IV LLC	4800 MEADOWS RD. STE 300	LAKE OSWEGO	OR	97035
11-08-203-055-015	1520 BASHOR RD	SCF RC FUNDING IV LLC	4800 MEADOWS RD. STE 300	LAKE OSWEGO	OR	97035
11-08-203-058-015	VIRGINIA ST	STOCLI PROPERTIES LLC	1502 VIRGINIA AVE	GOSHEN	IN	46528
11-08-203-062-015	W US 33	IVANOV MAXIM I	1609 ELKHART RD	GOSHEN	IN	46526-1910
11-08-203-063-015	W US 33	IVANOV MAXIM I	1609 ELKHART RD	GOSHEN	IN	46526-1910
11-08-203-065-015	1508 BASHOR RD	LEHMAN TODD C	PO Box 835	Goshen	IN	46527-0835
11-08-203-068-015	BASHOR RD	SCF RC FUNDING IV LLC	4800 MEADOWS RD. STE 300	LAKE OSWEGO	OR	97035
11-08-204-002-015	1409 VIRGINIA ST	BIG ROD WINCHES LLC	514 N GREENE RD	GOSHEN	IN	46526
11-08-204-007-015	1408 BASHOR RD	BIG ROD WINCHES LLC	514 N GREENE RD	GOSHEN	IN	46526
11-08-284-001-015	ELKHART RD	TES 1304 LLC	24364 MERRIMAC LN	ELKHART	IN	46517
11-08-284-002-015	1304 ELKHART RD	TES 1304 LLC	24364 MERRIMAC LN	ELKHART	IN	46517

11-08-285-003-015	1212 W PIKE ST	ASK3 COMMERCIAL LLC	P O BOX 748	GOSHEN	IN	46527-0748
11-08-285-004-015	1210 W PIKE ST	ASK3 COMMERCIAL LLC	P O BOX 748	GOSHEN	IN	46527-0748
11-08-285-005-015	1208 W PIKE ST	ASK3 COMMERCIAL LLC	P O BOX 748	GOSHEN	IN	46527-0748
11-08-285-006-015	1206 W PIKE ST	ASK3 COMMERCIAL LLC	P O BOX 748	GOSHEN	IN	46527-0748
11-08-285-007-015	1204 W PIKE ST	ASK3 COMMERCIAL LLC	P.O.BOX 748	GOSHEN	IN	46527
11-08-285-008-015	1202 W PIKE ST	ASK3 COMMERCIAL LLC	P.O.BOX 748	GOSHEN	IN	46527
11-08-285-009-015	N HARRISON ST	ASK3 COMMERCIAL LLC	P.O. BOX 748	GOSHEN	IN	46527
11-08-285-010-015	211 N HARRISON ST	ASK3 COMMERCIAL LLC	P.O.BOX 748	GOSHEN	IN	46527
11-08-285-021-015	1302 PIKE ST	MAPLE CITY BOWLING LLC	1180 FREMONT CT	ELKHART	IN	46516
11-08-286-008-015	212 N HARRISON ST	AMERICAN RENTAL PROPERTIES LLC	61252 STATE ROAD 15	GOSHEN	IN	46528
11-08-286-013-015	1102 W PIKE ST	ABYGOSHEN INC	200 SOUTH FRONTAGE ROAD, SUITE 330	BURR RIDGE	IL	60527
11-08-287-001-015	1014 W PIKE ST	PRESSLER PAUL E A/K/A PAUL EUGENE PRESSLER	1014 W Pike St	Goshen	IN	46526-2036
11-08-287-002-015	208 HIGH ST	PRESSLER PAUL EUGENE	1014 W Pike St	Goshen	IN	46526-2036

EXHIBIT B

List of Owners of Real Property Proposed to Be Acquired for, or Otherwise Affected By, the Expansion of the Consolidated Allocation Area

Acquired Property

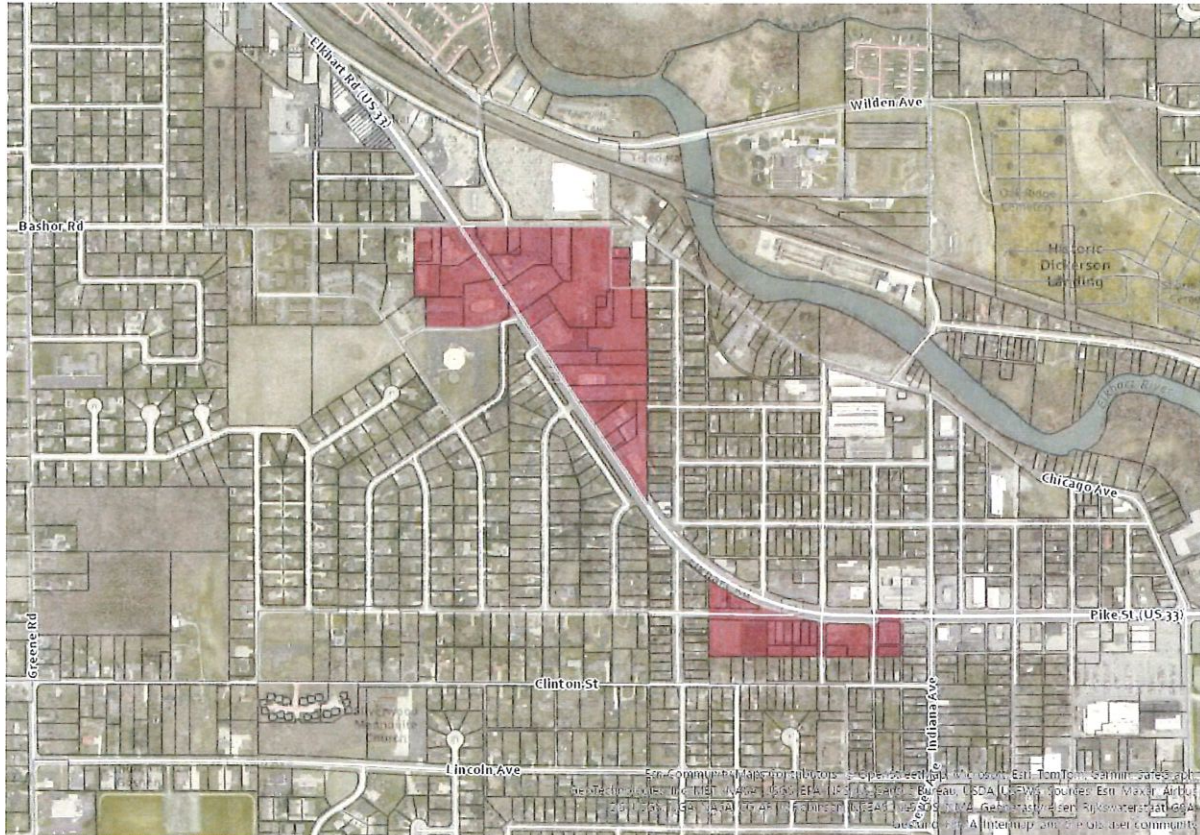
None.

Affected Property

All parcels of property in the proposed expansion portion of the Consolidated Allocation Area are reasonably expected to be positively affected by expansion of the Consolidated Allocation Area.

EXHIBIT C

Map Showing the Expansion Areas of the Consolidated Allocation Area



CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**STATEMENT DISCLOSING THE IMPACT OF AMENDING THE CONSOLIDATED
RIVER RACE/US 33 ECONOMIC DEVELOPMENT AREA**

The City of Goshen (Indiana) (the "City") Redevelopment Commission (the "Commission") is required by Indiana Code 36-7-14, as amended (the "Act"), to provide a statement disclosing the impact of amending allocation areas on the overlapping taxing units. This impact statement discloses and explains the impact on the overlapping taxing units caused by amending the allocation areas and capturing Tax Increment (as hereinafter defined).

AMENDING THE CONSOLIDATED RIVER RACE/ US 33 ECONOMIC DEVELOPMENT AREA

On February 13, 2001, the Commission adopted Declaratory Resolution No. 01-2001 as confirmed on May 8, 2001 (collectively, "River Race Area Resolution"), as amended to date, including by: (i) Amending Declaratory Resolution No. 01-2004 adopted on February 10, 2004 ("2004 River Race Expansion Area Resolution"); (ii) Amending Declaratory Resolution No. 01-2005 adopted on February 8, 2005 ("2005 River Race Expansion Area Resolution"); and (iii) Amending Declaratory Resolution No. 13-2006 adopted on February 27, 2006 as confirmed on February 13, 2007 (collectively, "2006 River Race Expansion Area Resolution"), each creating and expanding the River Race Corridor Economic Development Area (collectively, "River Race Area");

The Commission adopted Declaratory Resolution No. 04-2005 on February 8, 2005 as confirmed after a public hearing (collectively, "North US 33 Area Resolution") creating the North US Corridor 33 Economic Development Area and North US 33 Corridor Allocation Area (collectively, "North US 33 Area");

The Commission adopted Declaratory Resolution No. 39-2007 on September 11, 2007 as confirmed on October 9, 2007 (collectively, "Downtown Area Resolution") creating the Downtown Economic Development Area and Downtown Allocation Area (collectively, "Downtown Area");

The Commission adopted Declaratory Resolution No. 02-2012 on January 10, 2012 as confirmed on March 13, 2012 (collectively, "Consolidation Area Resolution"), as amended to date, including by: (i) Amending Declaratory Resolution No. 06-2013 adopted on January 8, 2013 as confirmed on March 12, 2013 (collectively, "2013 Consolidated Expansion I Area Resolution"); and (ii) Amending Declaratory Resolution No. 66-2013 adopted on September 10, 2013 as confirmed on November 12, 2013 (collectively, "2013 Consolidated Expansion II Area Resolution"); each consolidating and expanding the River Race Area, the North US 33 Area and the Downtown Area, and creating and expanding the Consolidated River Race/US 33 Economic Development Area (collectively, "Area");

The Original River Race Allocation Area was created by the River Race Area Resolution, as expanded by the: (i) 2004 River Race Expansion Area Resolution ("2004 River Race Expansion Allocation Area"); (ii) 2005 River Race Expansion Area Resolution ("2005 River Race Expansion Allocation Area"); and (iii) 2006 River Race Expansion Area Resolution ("2006 River Race Expansion Allocation Area");

The North US 33 Allocation Area was created by the North US 33 Area Resolution ("North US 33 Allocation Area");

The Downtown Allocation Area was created by the Downtown Area Resolution ("Downtown Allocation Area");

The Consolidated River Race/US 33 Allocation Area was created by the Consolidation Area Resolution ("Consolidated Allocation Area"), as expanded by the: (i) 2013 Consolidated Expansion I Area Resolution ("2013 Consolidated Expansion I Allocation Area"); and (ii) 2013 Consolidated Expansion II Area Resolution ("2013 Consolidated Expansion II Allocation Area");

The River Race Area Resolution, the 2004 River Race Expansion Area Resolution, the 2005 River Race Expansion Area Resolution, the 2006 River Race Expansion Area Resolution, the North US 33 Area Resolution, the Downtown Area Resolution, the Consolidation Area Resolution, the 2013 Consolidated Expansion I Area Resolution and the 2013 Consolidated Expansion II Area Resolution are hereinafter collectively referred to as the "Area Resolution;"

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

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**STATEMENT DISCLOSING THE IMPACT OF AMENDING THE CONSOLIDATED
RIVER RACE/US 33 ECONOMIC DEVELOPMENT AREA**

AMENDING THE CONSOLIDATED RIVER RACE/ US 33 ECONOMIC DEVELOPMENT AREA (Cont'd)

On April 8, 2025, the Commission adopted a declaratory resolution (the "Declaratory Resolution") to amend the Area Resolution and the Original Plan to: (i) revise the expiration dates of the allocation provisions for the 2004 River Race Expansion Allocation Area, the 2005 River Race Expansion Allocation Area and the 2006 River Race Expansion Allocation Area as set forth in the 2004 River Race Expansion Area Resolution, the 2005 River Race Expansion Area Resolution and the 2006 River Race Expansion Area Resolution, respectively; (ii) revise the expiration date of the allocation provision for the North US 33 Allocation Area as set forth in the North US 33 Area Resolution; (iii) revise the expiration date of the allocation provision for the Downtown Allocation Area as set forth in the Downtown Area Resolution; (iv) revise the expiration dates of the allocation provisions for the Consolidated Allocation Area, the 2013 Consolidated Expansion I Allocation Area and the 2013 Consolidated Expansion II Allocation Area set forth in the Consolidation Area Resolution; (v) add the expenditure of revenues collected in the Area for police and fire services for both capital expenditures and operating expenses ("Public Safety Services"); (vi) add the expenditure of revenues collected in the Area to eligible entities for eligible educational and training programs as set forth in IC 36-7-25-7 ("Eligible Programs"), all in, serving or benefiting the Area; and (vii) expand the Consolidated Allocation Area by adding the parcels of property as set forth on the parcel list attached in the Declaratory Resolution as Exhibit A (collectively, "Expansion Parcels") to the Consolidated Allocation Area ("2025 Consolidated Expansion Allocation Area")

The Area Resolution and the Original Plan were amended to: (i) revise the expiration dates of the allocation provisions of the 2004 River Race Expansion Allocation Area, the 2005 River Race Expansion Allocation Area and the 2006 River Race Expansion Allocation Area to expire no later than thirty (30) years after the date on which the allocation provision was established; (ii) revise the expiration date of the allocation provision of the North US 33 Allocation Area to expire no later than thirty (30) years after the date on which the allocation provision was established; (iii) revise the expiration date of the allocation provision of the Downtown Allocation Area to expire no later than thirty (30) years after the date on which the allocation provision was established; (iv) revise the expiration dates of the allocation provisions for the Consolidated Allocation Area, the 2013 Consolidated Expansion I Allocation Area and the 2013 Consolidated Expansion II Allocation Area to expire no later than twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues in the respective areas; (v) add the expenditure of revenues collected in the Area for Public Safety Programs; (vi) add the expenditure of revenues collected in the Area to eligible entities for Eligible Programs, all in, serving or benefiting the Area; and (vii) expand the Consolidated Allocation Area by adding the Expansion Parcels as set forth on the parcel list attached in the Declaratory Resolution as Exhibit A.

In the Declaratory Resolution, the Commission found that it will be of public utility and benefit to amend the Area Resolution and the Original Plan as the Public Safety Services and the Eligible Programs will promote the redevelopment and economic development of the City, are of utility and benefit, and are in the best interests of the City's residents. Additionally, the Commission found the amendment to be reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the economic development purposes of the Act. The Commission finds that the Area Resolution and Original Plan, as amended, conform to the plan of development for the City. The Commission further found that the public health and welfare will be benefited by the amendments to the Area Resolution and to the Original Plan.

The 2004 River Race Expansion Allocation Area, the 2005 River Race Expansion Allocation Area, the 2006 River Race Expansion Allocation Area, the North US 33 Allocation Area, the Downtown Allocation Area, the Consolidated Allocation Area, the 2013 Consolidated Expansion I Allocation Area, and the 2013 Consolidated Expansion II Allocation Area (collectively, referred to as the "Allocation Areas") shall maintain their respective original base assessment dates.

The base assessment date for the 2025 Consolidated Expansion Allocation Area is January 1, 2025. The 2025 Consolidated Expansion Allocation Area shall expire no later than 25 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals payable from Tax Increment, or as otherwise required by law.

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

STATEMENT DISCLOSING THE IMPACT OF AMENDING THE CONSOLIDATED RIVER RACE/US 33 ECONOMIC DEVELOPMENT AREA

PROJECT SUMMARY

In order to accomplish the Original Plan, the Commission intends to undertake projects that are in, serving or benefitting the Area (the "Projects"). The Commission intends to utilize Tax Increment revenues generated in the Area to fund the projects and may issue bonds or enter into leases payable from the Tax Increment in order to fund all or a portion of the projects.

ESTIMATED TAX INCREMENT

The Commission intends to continue capturing Tax Increment in the Allocation Areas and intends to capture the Tax Increment from any future development in the 2025 Consolidated Expansion Allocation Area (the "Future Development"). For purposes of this impact analysis, the illustrative incremental assessed value from the Future Development is \$1,000,000. The illustrative incremental assessed value is multiplied by the 2025 tax rate of \$3.4921 (per \$100 of assessed value) less the Goshen Community School Corporation referendum rates of \$0.4996 (the "Net Tax Rate"), net of Circuit Breaker Tax Credit, to generate illustrative annual Tax Increment of \$29,930.

The calculation of Tax Increment may not include a tax rate that is imposed as a result of a referendum passed after 2009, nor may it include a tax rate associated with a fire territory if the fire territory is established after December 31, 2022. Currently, the Goshen Community School Corporation has post-2009 referendum tax rates in place in the Goshen City Taxing District. Assuming no change in law, any future referendum approved tax rates will not be included in the calculation of Tax Increment in the Allocation Areas and the 2025 Consolidated Expansion Allocation Area. The incremental assessed value that will result from any additional future development will be included in the tax base of the applicable taxing unit for the purposes of calculating the property tax levy associated with a referendum-approved tax rate.

Please note that the actual assessed value of the Future Development will be determined by the Elkhart County Assessor upon completion. There has been no adjustment for future statewide reassessments or trending in this analysis. Future tax rates and assessed value may differ from the tax rates and assessed value used in this analysis, and the differences could have a material impact on the actual Tax Increment. See sections below for additional information about the Circuit Breaker Tax Credit as it relates to property tax changes and Tax Increment.

Circuit Breaker Tax Credits (Property Tax Caps)

Article 10, Section 1 of the Constitution of the State of Indiana (the "Constitutional Provision") provides that, for property taxes first due and payable in 2012 and thereafter, the Indiana General Assembly shall, by law, limit a taxpayer's property tax liability to a specified percentage of the gross assessed value of the taxpayer's real and personal property. Indiana Code 6-1.1-20.6 (the "Statute") authorizes such limits in the form of a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit (the "Circuit Breaker Tax Credit"). For property assessed as a homestead (as defined in Indiana Code 6-1.1-12-37), the Circuit Breaker Tax Credit is equal to the amount by which the property taxes attributable to the homestead exceed 1% of the gross assessed value of the homestead.

Property taxes attributable to the gross assessed value of other residential property, agricultural property, and long-term care facilities are limited to 2% of the gross assessed value, property taxes attributable to other non-residential real property and personal property are limited to 3% of the gross assessed value. The Statute provides additional property tax limits for property taxes paid by certain senior citizens.

If applicable, the Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. Political subdivisions may not increase their property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**STATEMENT DISCLOSING THE IMPACT OF AMENDING THE CONSOLIDATED
RIVER RACE/US 33 ECONOMIC DEVELOPMENT AREA**

ESTIMATED TAX INCREMENT (Cont'd)

Circuit Breaker Tax Credits (Property Tax Caps) (Cont'd)

The Constitutional Provision excludes from the application of the Circuit Breaker Tax Credit property taxes first due and payable in 2012, and thereafter, that are imposed after being approved by the voters in a referendum. The Statute codifies this exception, providing that, with respect to property taxes first due and payable in 2012 and thereafter, property taxes imposed after being approved by the voters in a referendum will not be considered for purposes of calculating the limits to property tax liability under the provisions of the Statute.

In this Analysis, the Circuit Breaker Tax Credit is assumed to reduce the total Tax Increment for the Allocation Areas. There can be no assurance that the levies and tax rates for the City and their overlapping taxing units will not increase in some future year to the point of causing the Circuit Breaker Tax Credit to be further applied to taxpayers' tax bills.

ESTIMATED IMPACT OF AMENDING THE CONSOLIDATED RIVER RACE/ US 33 ECONOMIC DEVELOPMENT AREA

The schedules entitled "Estimated Impact of Amending the Consolidated River Race/US 33 Economic Development Area on the Overlapping Taxing Units" provides an estimate of the effect on the tax rates of the overlapping taxing units (*holding all other factors constant*) of amending the Allocation Areas and the 2025 Consolidated Expansion Allocation Area.

Scenario I: Present Situation

Scenario I represents the current situation (based on payable 2025 property tax information) prior to amending the Allocation Areas and the 2025 Consolidated Expansion Allocation Area located in the Goshen City Concord School and Goshen City taxing districts. Scenario I presents the taxes payable 2025 assessed values, property tax levies, tax rates for the overlapping taxing. It also provides the existing real property incremental assessed value located in the Goshen City Concord School and Goshen City taxing districts and captured in the Allocation Areas of \$52,157,136 in the Goshen City Concord School taxing district and \$47,756,471 in the Goshen City taxing district. The \$52,157,136 of incremental assessed value is multiplied by the Goshen City Concord School taxing district pay 2025 tax rate of \$3.3075 to generate an estimated \$1,644,720 of annual real property Tax Increment, after circuit breaker credits. The \$47,756,471 of incremental assessed value is multiplied by the pay Goshen City taxing district 2025 tax rate of \$3.4921, less the Goshen Community School Corporation Referendum Rates of \$0.4996, to generate an estimated \$1,298,630 of annual real property Tax Increment, after circuit breaker credits.

Scenario II: Assumes the Consolidated River Race/US 33 Economic Development Area is not Amended and the Consolidated Allocation Area is not Expanded (Represents Taxes Payable 2033)

Scenario II depicts the impact on the overlapping taxing units (*holding all other factors constant*) if the Allocation Areas are not amended and the 2025 Consolidated Expansion Allocation Area is not created. It assumes that the Allocation Areas will expire in May 2031 and the \$52,157,136 of incremental assessed value in the Goshen City Concord School taxing district and the \$47,756,471 of incremental assessed value in the Goshen City taxing district is passed through to the overlapping taxing units beginning in taxes payable 2033. The tax rate of the Goshen City Concord School taxing district is estimated to decrease by \$0.1163. The tax rate of the Goshen City taxing district is estimated to decrease by \$0.1021. The gross levies in both taxing districts are estimated to increase a total of \$116,200. The Allocation Areas will no longer generate annual real property Tax Increment beginning in taxes payable 2033.

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**STATEMENT DISCLOSING THE IMPACT OF AMENDING THE CONSOLIDATED
RIVER RACE/US 33 ECONOMIC DEVELOPMENT AREA**

**ESTIMATED IMPACT OF AMENDING THE CONSOLIDATED RIVER RACE/ US 33 ECONOMIC DEVELOPMENT
AREA** (Cont'd)

**Scenario III: Assumes the Consolidated River Race/US 33 Economic Development Area is Amended and
the Consolidated Allocation Area is Expanded**

Scenario III represents the impact on the overlapping taxing units if the Allocation Areas are amended and the 2025 Consolidated Expansion Allocation Area is created. The Allocation Areas will continue to generate annual real property Tax Increment, estimated to be \$2,943,350, beyond the previously set expirations. Below are tables summarizing the impacts with each Allocation Areas amended expiration dates.

	Goshen City Concord School Taxing District				
	Taxes Payable Year				
	2036	2037	2038	2039	25-Years from Debt Issuance
Estimated Incremental Assessed Value (AV) Expiring	\$0	\$45,756,766	\$0	\$0	\$6,400,370
Estimated Cumulative Incremental AV Expiring	\$0	\$45,756,766	\$45,756,766	\$45,756,766	\$52,157,136
Estimated Total Tax Rate Impact	\$0.0000	(\$0.0746)	(\$0.0034)	(\$0.0038)	(\$0.0369)
Estimated Total Annual Cumulative Tax Rate Impact	\$0.0000	(\$0.0746)	(\$0.0778)	(\$0.0814)	(\$0.1163)
Estimated Total Gross Tax Levy Impact	\$0	\$57,252	\$5,082	\$5,728	\$48,137
Estimated Total Annual Cumulative Gross Tax Levy Impact	\$0	\$57,252	\$62,334	\$68,062	\$116,200

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**STATEMENT DISCLOSING THE IMPACT OF AMENDING THE CONSOLIDATED
RIVER RACE/US 33 ECONOMIC DEVELOPMENT AREA**

**ESTIMATED IMPACT OF AMENDING THE CONSOLIDATED RIVER RACE/ US 33 ECONOMIC DEVELOPMENT
AREA** (Cont'd)

**Scenario III: Assumes the Consolidated River Race/US 33 Economic Development Area is Amended and
the Consolidated Allocation Area is Expanded** (Cont'd)

	Goshen City Taxing District				
	Taxes Payable Year				
	2036	2037	2038	2039	25-Years from Debt Issuance
Estimated Incremental Assessed Value (AV) Expiring	\$0	\$3,471,661	\$4,369,071	\$4,925,361	\$34,990,378
Estimated Cumulative Incremental AV Expiring	\$0	\$3,471,661	\$7,840,732	\$12,766,093	\$47,756,471
Estimated Total Tax Rate Impact	\$0.0000	(\$0.0394)	(\$0.0060)	(\$0.0067)	(\$0.0523)
Estimated Total Annual Cumulative Tax Rate Impact	\$0.0000	(\$0.0394)	(\$0.0454)	(\$0.0519)	(\$0.1021)
Estimated Total Gross Tax Levy Impact	\$0	\$57,252	\$5,082	\$5,728	\$48,137
Estimated Total Annual Cumulative Gross Tax Levy Impact	\$0	\$57,252	\$62,334	\$68,062	\$116,200

For purposes of this impact analysis, the illustrative incremental assessed value from the Future Development of \$1,000,000 is multiplied by the Goshen City taxing district pay 2025 tax rate of \$3.4921, less the Goshen Community School Corporation Referendum Rates of \$0.4996, estimated to generate \$29,930 of annual real property Tax Increment, after circuit breaker credits.

The actual assessed value of the New Development and any future developments will be determined by the Elkhart County Assessor upon completion of such developments. No adjustment for future statewide reassessments or trending was made in this analysis. Future tax rates and assessed value may differ from the tax rates and assessed value used in this illustrative analysis, and the differences could have a material impact on the actual Tax Increment. See the sections below for additional information about the Circuit Breaker Tax Credit as it relates to property tax changes.

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**STATEMENT DISCLOSING THE IMPACT OF AMENDING THE CONSOLIDATED
RIVER RACE/US 33 ECONOMIC DEVELOPMENT AREA**

**ESTIMATED IMPACT OF AMENDING THE CONSOLIDATED RIVER RACE/ US 33 ECONOMIC DEVELOPMENT
AREA** (Cont'd)

Impact Summary

In the Declaratory Resolution, the Commission found that it will be of public utility and benefit to amend the Area Resolution and the Original Plan as the Public Safety Services and the Eligible Programs will promote the redevelopment and economic development of the City, are of utility and benefit, and are in the best interests of the City's residents. Additionally, the Commission found the amendment to be reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the economic development purposes of the Act. The Commission finds that the Area Resolution and Original Plan, as amended, conform to the plan of development for the City. The Commission further found that the public health and welfare will be benefited by the amendments to the Area Resolution and to the Original Plan.

The Commission found that the expansion of the 2025 Consolidated Expansion Allocation Area will result in new property taxes that would not have been generated without these new allocation provision because development of the Area will promote opportunities for gainful employment, attract new business enterprises to the Area and attract new job opportunities.

Please note that for the purpose of estimating the impact of tax increment financing, certain factors were held constant in this analysis. No other growth in real property and assessed values were assumed to take place anywhere in the City or within the Allocation Areas or 2025 Consolidated Expansion Allocation Area. No increases in the budgets of the overlapping taxing units were assumed for purposes of this analysis. Potential impacts from future statewide reassessments or trends were not included in this analysis.

Economic and Other Tax Impacts

Additional local income taxes could potentially be generated from the new jobs associated with the Future Development, assuming the new employees will be new residents of Elkhart County or from incremental growth in wages and income of current and new employees. Increases in employees and wages, would, in turn, increase local spending and commercial activity. Additional revenue sources, which would potentially increase as a result of new business enterprises which located in the 2025 Consolidated Expansion Allocation Area include motor vehicle highway funds, local road and street funds, and excise taxes.

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**ESTIMATED IMPACT OF AMENDING THE CONSOLIDATED RIVER RACE/
US 33 ECONOMIC DEVELOPMENT AREA ON THE OVERLAPPING TAXING UNITS (1)**

Goshen City Concord School Taxing District	Tax Rate	Net Assessed Value of Taxing Unit	Estimated Property Tax Levy
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SCENARIO I: PRESENT SITUATION

Represents 2024 taxes payable 2025 property tax levies, assessed valuation, and tax rates.

Elkhart County	\$0.3006	\$14,189,985,162	\$42,655,096
Elkhart County Communications Center	0.0231	10,711,103,911	2,474,265
Elkhart County Cumulative Capital Development (2)	0.0330	14,189,985,162	4,682,695
Elkhart County Major Bridge (2)	0.0333	14,189,985,162	4,725,265
Concord Township	0.0601	2,786,863,487	1,674,905
Goshen Civil City	1.3490	1,779,620,050	24,007,073
Goshen Cumulative Capital Development (2)	0.0500	1,779,620,050	889,810
Concord Community School Corporation	1.3260	1,678,895,490	22,262,155
Elkhart Public Library	0.1324	5,869,090,740	7,770,677

Total Tax Rate (per \$100 AV) \$3.3075

Estimated Tax Increment	Tax Rate	Incremental Assessed Value	Gross Increment	Circuit Breaker	Net Increment
North US 33 Allocation Area	\$3.3075	\$45,756,766 (3)	\$1,513,410	(\$70,520) (4)	\$1,442,890
Consolidated Allocation Area	3.3075	4,814,359 (3)	159,230	(7,420) (4)	151,810
2013 Consolidated Expansion I Allocation Area	3.3075	0 (3)	0	0 (4)	0
2013 Consolidated Expansion II Allocation Area	3.3075	1,586,011 (3)	52,460	(2,440) (4)	50,020
Totals		<u>\$52,157,136</u>	<u>\$1,725,100</u>	<u>(\$80,380)</u>	<u>\$1,644,720</u>

**SCENARIO II: ASSUMES THE CONSOLIDATED RIVER RACE/US 33 ECONOMIC DEVELOPMENT AREA IS NOT AMENDED
AND THE CONSOLIDATED ALLOCATION AREA IS NOT EXPANDED (REPRESENTS TAXES PAYABLE 2033)**

Assumes the Consolidated River Race/US 33 Economic Development Area is not Amended, the Consolidated Area is not expanded, and Public Services and Eligible Programs are not added as eligible entities for the expenditure of revenues.

				Rate Difference From Scenario I	Levy Difference From Scenario 1
Elkhart County	\$0.2985	\$14,289,898,769	\$42,655,096	(\$0.0021)	\$0
Elkhart County Communications Center	0.0229	10,811,017,518	2,474,265	(0.0002)	0
Elkhart County Cumulative Capital Development (2)	0.0330	14,289,898,769	4,715,667	0.0000	32,972
Elkhart County Major Bridge (2)	0.0333	14,289,898,769	4,758,536	0.0000	33,271
Concord Township	0.0590	2,839,020,623	1,674,905	(0.0011)	0
Goshen Civil City	1.2773	1,879,533,657	24,007,073	(0.0717)	0
Goshen Cumulative Capital Development (2)	0.0500	1,879,533,657	939,767	0.0000	49,957
Concord Community School Corporation	1.2860	1,731,052,626	22,262,155	(0.0400)	0
Elkhart Public Library	0.1312	5,921,247,876	7,770,677	(0.0012)	0
Total Tax Rate (per \$100 AV)	<u>\$3.1912</u>			<u>(\$0.1163)</u>	<u>\$116,200</u>

**SCENARIO III: ASSUMES THE CONSOLIDATED RIVER RACE/US 33 ECONOMIC DEVELOPMENT AREA IS AMENDED
AND THE CONSOLIDATED ALLOCATION AREA IS EXPANDED**

Assumes the Consolidated River Race/US 33 Economic Development Area is Amended, the Consolidated Area is expanded, and Public Services and Eligible Programs are added as eligible entities for the expenditure of revenues.

				Rate Difference From Scenario I	Levy Difference From Scenario I
Elkhart County	\$0.3006	\$14,189,985,162	\$42,655,096	\$0.0000	\$0
Elkhart County Communications Center	0.0231	10,711,103,911	2,474,265	0.0000	0
Elkhart County Cumulative Capital Development (2)	0.0330	14,189,985,162	4,682,695	0.0000	0
Elkhart County Major Bridge (2)	0.0333	14,189,985,162	4,725,265	0.0000	0
Concord Township	0.0601	2,786,863,487	1,674,905	0.0000	0
Goshen Civil City	1.3490	1,779,620,050	24,007,073	0.0000	0
Goshen Cumulative Capital Development (2)	0.0500	1,779,620,050	889,810	0.0000	0
Concord Community School Corporation	1.3260	1,678,895,490	22,262,155	0.0000	0
Elkhart Public Library	0.1324	5,869,090,740	7,770,677	0.0000	0
Total Tax Rate (per \$100 AV)	<u>\$3.3075</u>			<u>\$0.0000</u>	<u>\$0</u>

Estimated Tax Increment	Tax Rate	Incremental Assessed Value	Gross Increment	Circuit Breaker	Net Increment
North US 33 Allocation Area	\$3.3075	\$45,756,766 (3)	\$1,513,410	(\$70,520) (4)	\$1,442,890
Consolidated Allocation Area	3.3075	4,814,359 (3)	159,230	(7,420) (4)	151,810
2013 Consolidated Expansion I Allocation Area	3.3075	0 (3)	0	0 (4)	0
2013 Consolidated Expansion II Allocation Area	3.3075	1,586,011 (3)	52,460	(2,440) (4)	50,020
Totals		<u>\$52,157,136</u>	<u>\$1,725,100</u>	<u>(\$80,380)</u>	<u>\$1,644,720</u>

- (1) Based on information provided from the 2025 Elkhart County Budget Order.
(2) Tax rates are not adjusted for rate driven funds. Assumes these funds are at their maximum rates.
(3) Based upon pay 2025 assessed values per the Elkhart County Auditor's office.
(4) Based on the 2025 PVDNet Abstract Worksheet-TIF provided by the Elkhart County Auditor's office.

Note: The reduction in tax rates could potentially reduce the Circuit Breaker losses incurred by taxing units located in the County.

(Subject to the attached impact statement
dated June 26, 2025 of Baker Tilly Municipal Advisors, LLC)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**ESTIMATED IMPACT OF AMENDING THE CONSOLIDATED RIVER RACE/
US 33 ECONOMIC DEVELOPMENT AREA ON THE OVERLAPPING TAXING UNITS (1)**

Goshen City Taxing District	Tax Rate	Net Assessed Value of Taxing Unit	Estimated Property Tax Levy
SCENARIO I: PRESENT SITUATION			
Represents 2024 taxes payable 2025 property tax levies, assessed valuation, and tax rates.			
Elkhart County	\$0.3006	\$14,189,985,162	\$42,655,096
Elkhart County Communications Center	0.0231	10,711,103,911	2,474,265
Elkhart County Cumulative Capital Development (2)	0.0330	14,189,985,162	4,682,695
Elkhart County Major Bridge (2)	0.0333	14,189,985,162	4,725,265
Elkhart Township	0.0136	1,998,073,879	271,738
Goshen Civil City	1.3490	1,779,620,050	24,007,073
Goshen Cumulative Capital Development (2)	0.0500	1,779,620,050	889,810
Goshen Community School Corporation	1.0658	1,998,073,879	21,295,472
Goshen Community School Corporation Referendum Operating (2)	0.2493	2,446,576,377	6,099,315
Goshen Community School Corporation Referendum Capital	0.2503	2,446,576,377	6,123,781
Goshen Public Library	0.1241	1,998,073,879	2,479,610
Total Tax Rate (per \$100 AV)	\$3.4921		
Less: Goshen Community School Corporation Referendum	(0.4996)		
Net Tax Rate (3)	\$2.9925		

Estimated Tax Increment	Tax Rate	Incremental Assessed Value	Gross Increment	Circuit Breaker	Net Increment
2004 River Race Expansion Allocation Area	\$2.9925	\$0 (4)	\$0	\$0 (5)	\$0
2005 River Race Expansion Allocation Area	2.9925	3,471,661 (4)	103,890	(10,260) (5)	93,630
2006 River Race Expansion Allocation Area	2.9925	4,369,071 (4)	130,740	(12,910) (5)	117,830
Downtown Allocation Area	2.9925	4,925,361 (4)	147,390	(3,950) (5)	143,440
Consolidated Allocation Area	2.9925	2,891,661 (4)	86,530	(8,540) (5)	77,990
2013 Consolidated Expansion I Allocation Area	2.9925	31,601,639 (4)	945,680	(93,350) (5)	852,330
2013 Consolidated Expansion II Allocation Area	2.9925	497,078 (4)	14,880	(1,470) (5)	13,410
Totals		\$47,756,471	\$1,429,110	(\$130,480)	\$1,298,630

SCENARIO II: ASSUMES THE CONSOLIDATED RIVER RACE/US 33 ECONOMIC DEVELOPMENT AREA IS NOT AMENDED AND THE CONSOLIDATED ALLOCATION AREA IS NOT EXPANDED (REPRESENTS TAXES PAYABLE 2033)					
Assumes the Consolidated River Race/US 33 Economic Development Area is not Amended, the Consolidated Area is not expanded, and Public Services and Eligible Programs are not added as eligible entities for the expenditure of revenues. Represents the current expiration dates.					
			Rate Difference From Scenario I	Levy Difference From Scenario 1	
Elkhart County	\$0.2985	\$14,289,898,769	\$42,655,096	(\$0.0021)	\$0
Elkhart County Communications Center	0.0229	10,811,017,518	2,474,265	(0.0002)	0
Elkhart County Cumulative Capital Development (2)	0.0330	14,289,898,769	4,715,667	0.0000	32,972
Elkhart County Major Bridge (2)	0.0333	14,289,898,769	4,758,536	0.0000	33,271
Elkhart Township	0.0133	2,045,830,350	271,738	(0.0003)	0
Goshen Civil City	1.2773	1,879,533,657	24,007,073	(0.0717)	0
Goshen Cumulative Capital Development (2)	0.0500	1,879,533,657	939,767	0.0000	49,957
Goshen Community School Corporation	1.0409	2,045,830,350	21,295,472	(0.0249)	0
Goshen Community School Corporation Referendum Operating (2)	0.2493	2,446,576,377	6,099,315	0.0000	0
Goshen Community School Corporation Referendum Capital	0.2503	2,446,576,377	6,123,781	0.0000	0
Goshen Public Library	0.1212	2,045,830,350	2,479,610	(0.0029)	0
Total Tax Rate (per \$100 AV)	\$3.3900		(\$0.1021)		\$116,200

SCENARIO III: ASSUMES THE CONSOLIDATED RIVER RACE/US 33 ECONOMIC DEVELOPMENT AREA IS AMENDED
AND THE CONSOLIDATED ALLOCATION AREA IS EXPANDED

Assumes the Consolidated River Race/US 33 Economic Development Area is Amended, the Consolidated Area is expanded, and Public Services and Eligible Programs are added as eligible entities for the expenditure of revenues.

				Rate Difference From Scenario I	Levy Difference From Scenario I
Elkhart County	\$0.3006	\$14,189,985,162	\$42,655,096	\$0.0000	\$0
Elkhart County Communications Center	0.0231	10,711,103,911	2,474,265	0.0000	0
Elkhart County Cumulative Capital Development (2)	0.0330	14,189,985,162	4,682,695	0.0000	0
Elkhart County Major Bridge (2)	0.0333	14,189,985,162	4,725,265	0.0000	0
Elkhart Township	0.0136	1,998,073,879	271,738	0.0000	0
Goshen Civil City	1.3490	1,779,620,050	24,007,073	0.0000	0
Goshen Cumulative Capital Development (2)	0.0500	1,779,620,050	889,810	0.0000	0
Goshen Community School Corporation	1.0658	1,998,073,879	21,295,472	0.0000	0
Goshen Community School Corporation Referendum Operating (2)	0.2493	2,446,576,377	6,099,315	0.0000	0
Goshen Community School Corporation Referendum Capital	0.2503	2,446,576,377	6,123,781	0.0000	0
Goshen Public Library	0.1241	1,998,073,879	2,479,610	0.0000	0
Total Tax Rate (per \$100 AV)	\$3.4921			\$0.0000	\$0
Less: Goshen Community School Corporation Referendum	(0.4996)				
Net Tax Rate (3)	\$2.9925				

Estimated Tax Increment	Tax Rate	Incremental Assessed Value	Gross Increment	Circuit Breaker	Net Increment
2004 River Race Expansion Allocation Area	\$2.9925	\$0 (4)	\$0	\$0 (5)	\$0
2005 River Race Expansion Allocation Area	2.9925	3,471,661 (4)	103,890	(10,260) (5)	93,630
2006 River Race Expansion Allocation Area	2.9925	4,369,071 (4)	130,740	(12,910) (5)	117,830
Downtown Allocation Area	2.9925	4,925,361 (4)	147,390	(3,950) (5)	143,440
Consolidated Allocation Area	2.9925	2,891,661 (4)	86,530	(8,540) (5)	77,990
2013 Consolidated Expansion I Allocation Area	2.9925	31,601,639 (4)	945,680	(93,350) (5)	852,330
2013 Consolidated Expansion II Allocation Area	2.9925	497,078 (4)	14,880	(1,470) (5)	13,410
Illustrative Future Development	2.9925	1,000,000 (6)	29,930	0 (6)	29,930
Totals		\$47,756,471	\$1,459,040	(\$130,480)	\$1,328,560

- (1) Based on information provided from the 2025 Elkhart County Budget Order.
(2) Tax rates are not adjusted for rate driven funds. Assumes these funds are at their maximum rates.
(3) Represents the pay 2025 Goshen City Concord Township taxing district rate of \$3.4921 less the Goshen Community School Corporation post 2009 referendum rate of \$0.4996.
(4) Based upon pay 2025 assessed values per the Elkhart County Auditor's office.
(5) Based on the 2025 PVDNet Abstract Worksheet-TIF provided by the Elkhart County Auditor's office.
(6) Represents an illustrative assessed value of \$1,000,000. The actual assessed value will be determined by the Elkhart County Assessor upon completion, and the actual assessed value may vary materially from the value assumed in this illustration. Assumes the development is under the 3% circuit breaker cap.

Note: The reduction in tax rates could potentially reduce the Circuit Breaker losses incurred by taxing units located in the County.

(Subject to the attached impact statement
dated June 26, 2025 of Baker Tilly Municipal Advisors, LLC)



**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: Resolution 21-2025 – Resolution Confirming the Resolution of the Goshen Redevelopment Commission Adopted on April 8, 2025, Entitled "Resolution Amending Declaratory Resolution of the Goshen Redevelopment Commission" for the Lippert/Dierdorff Economic Development Area

DATE: July 8, 2025

This resolution confirms amendments to the original 2018 plan and allocation provisions for the Lippert/Dierdorff Economic Development Area.

Key Amendments Confirmed:

1. Extension of TIF Allocation Period:

- Revised the expiration date for the allocation provision covering the Lippert/Dierdorff Allocation Area.

2. Expanded Use of TIF Revenues:

- Authorized the use of collected revenues within the area for:
 - **Police and fire services**, including capital and operating expenses.
 - **Educational and workforce training programs**, benefiting or serving the area.

3. Procedural Compliance:

- Amendments were reviewed and approved by the Goshen Plan Commission and subsequently by the Common Council.
- Public notice was issued, and a public hearing was held on July 8, 2025, allowing public input.

Final Actions:

The resolution confirms the amendments outlined in Declaratory Resolution No. 10-2025. It also directs the Secretary to record the resolution with the Elkhart County Recorder and notify the County Auditor and the Department of Local Government Finance within 30 days.

RESOLUTION NO. 21-2025

RESOLUTION CONFIRMING THE RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION ADOPTED ON APRIL 8, 2025, ENTITLED "RESOLUTION AMENDING DECLARATORY RESOLUTION NO. 13-2018 OF THE GOSHEN REDEVELOPMENT COMMISSION"

WHEREAS, the City of Goshen ("City") Redevelopment Commission ("Commission"), adopted Declaratory Resolution No. 13-2008 on March 13, 2018, as confirmed on June 12, 2018 (collectively, "Area Resolution"), creating the Lippert/Dierdorff Economic Development Area ("Area");

WHEREAS, the Lippert/Dierdorff Allocation Area was created by the Area Resolution ("Allocation Area");

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

WHEREAS, on April 8, 2025, the Commission adopted Amending Declaratory Resolution No. 10-2025 ("Amending Declaratory Resolution") amending the Area Resolution and the Original Plan to: (i) revise the expiration date of the allocation provision for the Allocation Area; (ii) add the expenditure of revenues collected in the Area for police and fire services for both capital expenditures and operating expenses; and (iii) add the expenditure of revenues collected in the Area to eligible entities for eligible educational and training programs, all in, serving or benefiting the Area;

WHEREAS, the Commission submitted the Amending Declaratory Resolution, Original Plan, as amended, and supporting data to the Goshen Plan Commission ("Plan Commission") and the Plan Commission has issued its written order approving the Amending Declaratory Resolution, Original Plan, as amended;

WHEREAS, the Common Council approved the order of the Plan Commission;

WHEREAS, the Commission published notice in *The Goshen News* of the adoption and substance of the Amending Declaratory Resolution, which notice also gave notice of a hearing on the proposed amendments to be held by the Commission;

WHEREAS, the notice described in the preceding paragraph was also filed in the office of the Plan Commission and any other departments, bodies or offices having to do with county planning, variances from zoning ordinances, land use or the issuance of building permits; and

WHEREAS, the Commission on July 8, 2025, conducted a public hearing at which the Commission heard all persons interested in the proceedings and considered all written remonstrances and objections that were filed;

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

Section 1. The Commission has considered the evidence presented and now finds and determines that it will be of public utility and benefit and will benefit the public health and welfare of the citizens of the City to amend the Area Resolution and the Original Plan as set forth in the Amending Declaratory Resolution.

Section 2. The Amending Declaratory Resolution, approved by the Commission on April 8, 2025, a copy of which is attached hereto and incorporated herein, is hereby confirmed.

Section 3. The Amending Declaratory Resolution, as confirmed, shall be attached to and incorporated in this resolution. The Secretary is hereby directed to record this resolution with the Elkhart County Recorder and provide a record stamped copy to the Elkhart County Auditor and the Department of Local Government Finance within thirty (30) days of the date set forth below.

Section 4. This resolution is effective upon passage.

Adopted at a meeting of the Goshen Redevelopment Commission held on July 8, 2025, in Goshen, Indiana.

GOSHEN REDEVELOPMENT COMMISSION

President

Vice-President

Secretary

Member

Member

ATTEST:

Secretary

AMENDING DECLARATORY
RESOLUTION NO. 10-2025

RESOLUTION AMENDING DECLARATORY RESOLUTION NO. 13-
2018 OF THE GOSHEN REDEVELOPMENT COMMISSION FOR THE
LIPPERT/DIERDORFF ECONOMIC DEVELOPMENT AREA

WHEREAS, the City of Goshen ("City") Redevelopment Commission ("Commission"), adopted Declaratory Resolution No. 13-2008 on March 13, 2018, as confirmed on June 12, 2018 (collectively, "Area Resolution"), creating the Lippert/Dierdorff Economic Development Area ("Area");

WHEREAS, the Lippert/Dierdorff Allocation Area was created by the Area Resolution ("Allocation Area");

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

WHEREAS, the Commission now desires to amend the Area Resolution and the Original Plan to: (i) revise the expiration date of the allocation provision for the Allocation Area; (ii) add the expenditure of revenues collected in the Area for police and fire services for both capital expenditures and operating expenses ("Public Safety Services"); and (iii) add the expenditure of revenues collected in the Area to eligible entities for eligible educational and training programs as set forth in IC 36-7-25-7 ("Eligible Programs"), all in, serving or benefiting the Area; and

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

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

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

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

Section 1. The Area Resolution and the Original Plan are hereby amended to: (i) revise the expiration date of the allocation provision of the Allocation Area to expire no later than twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues in the Area; (ii) add the expenditure of revenues collected in the Area for Public Safety Services; and (iii) add the expenditure of revenues collected in the Area to eligible entities for Eligible Programs, all in, serving or benefiting the Area.

Lippert/Dierdorff Economic Development Area

Section 2. It will be of public utility and benefit to amend the Area Resolution and the Original Plan as provided herein.

Section 3. The Public Safety Services and Eligible Programs will promote the redevelopment and economic development of the City, are of utility and benefit, and are in the best interests of the City's residents.

Section 4. The Commission finds and determines that the proposed amendments described in Section 1 above are reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the economic development purposes set forth in IC 36-7-14-14. The Commission finds that the Area Resolution and Original Plan, as amended, conform to the plan of development for the City.

Section 5. The Commission further finds that the public health and welfare will be benefited by the amendments to the Area Resolution and to the Original Plan.

Section 6. The presiding officer of the Commission is hereby authorized and directed to submit this resolution to the Goshen Plan Commission ("Plan Commission") for its approval. The Commission further directs the presiding officer to submit this resolution and the approving order the Plan Commission to the Common Council for its approval of the amendments to the Area Resolution and to the Original Plan.

Section 7. The Commission also directs the presiding officer, after receipt of the written order of approval of the Plan Commission which has been approved by the Common Council, to (i) publish notice of the adoption and substance of this resolution in accordance with IC 5-3-1-4, and (ii) to file notice with the Plan Commission, the Board of Zoning Appeals, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that original maps and plats have been prepared and can be inspected at the office of the City's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed amendments and will determine the public utility and benefit of the proposed amendments. Copies of the notice must also be filed with the officer authorized to fix budgets, tax rates and tax levies under IC 6-1.1-17-5 for each taxing unit that is either wholly or partly located within the Area.

Section 8. The Commission also directs the presiding officer to prepare or cause to be prepared a statement disclosing the impact of the extension of the allocation provision of the Allocation Area, including the following:

(a) The estimated economic benefits and costs incurred by the extension of the allocation provision of the Allocation Area, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values; and

(b) The anticipated impact on tax revenues of each taxing unit that is either wholly or partly located within the Allocation Area.

A copy of this statement shall be filed with each such taxing unit with a copy of the notice required under Section 17 of the Act at least 10 days before the date of the hearing described in Section 7 of this resolution.

Section 9. The Area Resolution and the Original Plan, as amended, conform to the plan of development of the City.


Section 10. The Commission further directs the presiding officer to submit this resolution to the Common Council for its approval of the amendments to the Area Resolution and the Original Plan.

Section 11. All other provisions of the Area Resolution, the Original Plan and actions of the Commission consistent with this resolution are hereby ratified and confirmed.


Section 12. This resolution shall be effective as of its date of adoption.

Adopted at a meeting of the Commission held on April 8, 2025, in Goshen, Indiana.

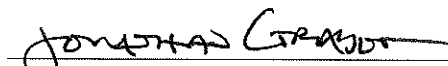
GOSHEN REDEVELOPMENT COMMISSION



President



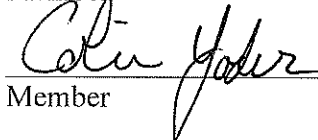
Vice President



Secretary

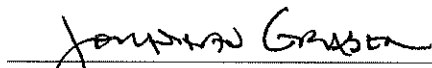


Member



Member

ATTEST:



Secretary

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

STATEMENT DISCLOSING THE IMPACT OF AMENDING THE LIPPERT/DIERDORFF ALLOCATION AREA

The City of Goshen (Indiana) (the “City”) Redevelopment Commission (the “Commission”) is required by Indiana Code 36-7-14, as amended (the “Act”), to provide a statement disclosing the impact of amending an allocation area on the overlapping taxing units. This impact statement discloses and explains the impact on the overlapping taxing units caused by amending the allocation area and capturing Tax Increment (as hereinafter defined).

AMENDING THE LIPPERT/DIERDORFF ALLOCATION AREA

The Commission has previously adopted and confirmed resolutions (collectively, the “Area Resolution”) which established the Lippert/Dierdorff Economic Development Area (the “Area”) and the Lippert/Dierdorff Allocation Area (the “Allocation Area”) for the purposes of capturing property taxes generated from incremental assessed value of real property located in the Allocation Area and approving an economic development plan for the Area (the “Original Plan”). The Area Resolution allows for capture of Tax Increment (herein defined) resulting from the growth in all non-homestead residential real property assessed value within the Allocation Area in excess of the base assessed value defined in the Act.

On April 8, 2025, the Commission adopted a declaratory resolution (the “Declaratory Resolution”) to amend the Area Resolution and the Original Plan to: (i) revise the expiration date of the allocation provision for the Allocation Area to expire no later than twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues in the Area; (ii) add the expenditure of revenues collected in the Area for police and fire services for both capital expenditures and operating expenses (“Public Safety Services”); and (iii) add the expenditure of revenues collected in the Area to eligible entities for eligible educational and training programs as set forth in IC 36-7-25-7 (“Eligible Programs”), all in, serving or benefiting the Area.

In the Declaratory Resolution, the Commission found that it will be of public utility and benefit to amend the Area Resolution and the Original Plan as the Public Safety Services and Eligible Programs will promote the redevelopment and economic development of the City, are of utility and benefit, and are in the best interests of the City's residents. Additionally, the Commission found the amendment to be reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the economic development purposes of the Act. The Commission finds that the Area Resolution and Original Plan, as amended, conform to the plan of development for the City. The Commission further found that the public health and welfare will be benefited by the amendments to the Area Resolution and to the Original Plan.

The Allocation Area shall maintain its original base assessment date.

PROJECT SUMMARY

In order to accomplish the Original Plan, the Commission intends to undertake projects that are in, serving or benefitting the Area (the “Projects”). The Commission intends to utilize Tax Increment revenues generated in the Area to fund the projects and may issue bonds or enter into leases payable from the Tax Increment in order to fund all or a portion of the projects.

ESTIMATED TAX IMPACT

The Commission intends to continue capturing Tax Increment in the Allocation Area.

The calculation of Tax Increment may not include a tax rate that is imposed as a result of a referendum passed after 2009, nor may it include a tax rate associated with a fire territory if the fire territory is established after December 31, 2022. Currently, the Goshen Community School Corporation has post-2009 referendum tax rates in place in the Goshen City Taxing District. Assuming no change in law, any future referendum approved tax rates will not be included in the calculation of Tax Increment in the Allocation Area. The incremental assessed value that will result from any additional future development will be included in the tax base of the applicable taxing unit for the purposes of calculating the property tax levy associated with a referendum-approved tax rate.

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

STATEMENT DISCLOSING THE IMPACT OF AMENDING THE LIPPERT/DIERDORFF ALLOCATION AREA

ESTIMATED TAX IMPACT (Cont'd)

Please note that the actual assessed value of any future development will be determined by the Elkhart County Assessor upon completion. There has been no adjustment for future statewide reassessments or trending in this analysis. Future tax rates and assessed value may differ from the tax rates and assessed value used in this analysis, and the differences could have a material impact on the actual Tax Increment. See sections below for additional information about the Circuit Breaker Tax Credit as it relates to property tax changes and Tax Increment.

Circuit Breaker Tax Credits (Property Tax Caps)

Article 10, Section 1 of the Constitution of the State of Indiana (the "Constitutional Provision") provides that, for property taxes first due and payable in 2012 and thereafter, the Indiana General Assembly shall, by law, limit a taxpayer's property tax liability to a specified percentage of the gross assessed value of the taxpayer's real and personal property. Indiana Code 6-1.1-20.6 (the "Statute") authorizes such limits in the form of a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit (the "Circuit Breaker Tax Credit"). For property assessed as a homestead (as defined in Indiana Code 6-1.1-12-37), the Circuit Breaker Tax Credit is equal to the amount by which the property taxes attributable to the homestead exceed 1% of the gross assessed value of the homestead.

Property taxes attributable to the gross assessed value of other residential property, agricultural property, and long-term care facilities are limited to 2% of the gross assessed value, property taxes attributable to other non-residential real property and personal property are limited to 3% of the gross assessed value. The Statute provides additional property tax limits for property taxes paid by certain senior citizens.

If applicable, the Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. Political subdivisions may not increase their property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

The Constitutional Provision excludes from the application of the Circuit Breaker Tax Credit property taxes first due and payable in 2012, and thereafter, that are imposed after being approved by the voters in a referendum. The Statute codifies this exception, providing that, with respect to property taxes first due and payable in 2012 and thereafter, property taxes imposed after being approved by the voters in a referendum will not be considered for purposes of calculating the limits to property tax liability under the provisions of the Statute.

In this Analysis, the Circuit Breaker Tax Credit is assumed to reduce the total Tax Increment for the Allocation Area. There can be no assurance that the levies and tax rates for the City and their overlapping taxing units will not increase in some future year to the point of causing the Circuit Breaker Tax Credit to be further applied to taxpayers' tax bills.

ESTIMATED IMPACT OF AMENDING THE LIPPERT/DIERDORFF ALLOCATION AREA

The schedule entitled "Estimated Impact of Amending the Lippert/Dierdorff Allocation Area on the Overlapping Taxing Units" provides an estimate of the effect on the tax rates of the overlapping taxing units (*holding all other factors constant*) of amending the Allocation Area.

Scenario I: Present Situation

Scenario I represents the current situation (based on payable 2025 property tax information) prior to amending the Allocation Area located in the Goshen City taxing district. Scenario I presents the taxes payable 2025 assessed values, property tax levies, tax rates for the overlapping taxing. It also provides the existing real property incremental assessed value located in the Goshen City taxing district and captured in the Area of \$9,423,924 multiplied by the pay 2025 tax rate of \$3.4921, less the Goshen Community School Corporation Referendum Rates of \$0.4996, estimated to generate \$276,730 of annual real property Tax Increment, after circuit breaker credits.

CITY OF GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**STATEMENT DISCLOSING THE IMPACT OF AMENDING THE
LIPPERT/DIERDORFF ALLOCATION AREA**

ESTIMATED IMPACT OF AMENDING THE LIPPERT/DIERDORFF ALLOCATION AREA (Cont'd)

Scenario II: Assumes the Lippert/Dierdorff Allocation Area is not Amended (Represents Taxes Payable 2047)

Scenario II depicts the impact on the overlapping taxing units (*holding all other factors constant*) if the Allocation Area is not amended. It assumes that the Allocation Area will expire in 2045 and the \$9,423,924 of incremental assessed value is passed through to the overlapping taxing units beginning in taxes payable 2047. The tax rate of the Goshen City taxing district is estimated to decrease by \$0.0130 and the gross levies are estimated to increase \$10,960. The Allocation Area will no longer generate annual real property Tax Increment beginning in taxes payable 2047.

Scenario III: Assumes the Lippert/Dierdorff Allocation Area is Amended

Scenario III represents the impact on the overlapping taxing units if the Allocation Area is amended and the Allocation Area is set to expire no later than twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues in the Area. The Allocation Area will continue to generate annual real property Tax Increment, estimated to be \$276,730, beyond taxes payable 2047.

Impact Summary

In the Declaratory Resolution, the Commission found that it will be of public utility and benefit to amend the Area Resolution and the Original Plan as the Public Safety Services and Eligible Programs will promote the redevelopment and economic development of the City, are of utility and benefit, and are in the best interests of the City's residents. Additionally, the Commission found the amendment to be reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the economic development purposes of the Act. The Commission finds that the Area Resolution and Original Plan, as amended, conform to the plan of development for the City. The Commission further found that the public health and welfare will be benefited by the amendments to the Area Resolution and to the Original Plan.

Please note that for the purpose of estimating the impact of tax increment financing, certain factors were held constant in this analysis. No other growth in real property and assessed values were assumed to take place anywhere in the City or within the Allocation Area. No increases in the budgets of the overlapping taxing units were assumed for purposes of this analysis. Potential impacts from future statewide reassessments or trends were not included in this analysis.

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

**ESTIMATED IMPACT OF AMENDING THE LIPPERT/DIERDORFF
ALLOCATION AREA ON THE OVERLAPPING TAXING UNITS (1)**

Goshen City Taxing District	Tax Rate	Net Assessed Value of Taxing Unit	Estimated Property Tax Levy
SCENARIO I: <u>PRESENT SITUATION</u>			
Represents 2024 taxes payable 2025 property tax levies, assessed valuation, and tax rates.			
Elkhart County	\$0.3006	\$14,189,985,162	\$42,655,096
Elkhart County Communications Center	0.0231	10,711,103,911	2,474,265
Elkhart County Cumulative Capital Development (2)	0.0330	14,189,985,162	4,682,695
Elkhart County Major Bridge (2)	0.0333	14,189,985,162	4,725,265
Elkhart Township	0.0136	1,998,073,879	271,738
Goshen Civil City	1.3490	1,779,620,050	24,007,073
Goshen Cumulative Capital Development (2)	0.0500	1,779,620,050	889,810
Goshen Community School Corporation	1.0658	1,998,073,879	21,295,472
Goshen Community School Corporation Referendum Operating (2)	0.2493	2,446,576,377	6,099,315
Goshen Community School Corporation Referendum Capital	0.2503	2,446,576,377	6,123,781
Goshen Public Library	0.1241	1,998,073,879	2,479,610
Total Tax Rate (per \$100 AV)	\$3.4921		
Less: Goshen Community School Corporation Referendum	(0.4996)		
Net Tax Rate (3)	\$2.9925		

Estimated Tax Increment	Tax Rate	Incremental Assessed Value	Gross Increment	Circuit Breaker	Net Increment
Lippert/Dierdorff Allocation Area	\$2.9925	\$9,423,924 (4)	\$282,010	(\$5,280) (5)	\$276,730

SCENARIO II: ASSUMES THE LIPPERT/DIERDORFF ALLOCATION AREA IS NOT AMENDED (REPRESENTS TAXES PAYABLE 2047)

Assumes the Lippert/Dierdorff Allocation Area is not Amended, and Public Services and Eligible Programs are not added as eligible entities for the expenditure of revenues. Represents the current expiration of 2045.

				Rate Difference From Scenario I	Levy Difference From Scenario 1
Elkhart County	\$0.3004	\$14,199,409,086	\$42,655,096	(\$0.0002)	\$0
Elkhart County Communications Center	0.0231	10,720,527,835	2,474,265	0.0000	0
Elkhart County Cumulative Capital Development (2)	0.0330	14,199,409,086	4,685,805	0.0000	3,110
Elkhart County Major Bridge (2)	0.0333	14,199,409,086	4,728,403	0.0000	3,138
Elkhart Township	0.0135	2,007,497,803	271,738	(0.0001)	0
Goshen Civil City	1.3419	1,789,043,974	24,007,073	(0.0071)	0
Goshen Cumulative Capital Development (2)	0.0500	1,789,043,974	894,522	0.0000	4,712
Goshen Community School Corporation	1.0608	2,007,497,803	21,295,472	(0.0050)	0
Goshen Community School Corporation Referendum Operating (2)	0.2493	2,446,576,377	6,099,315	0.0000	0
Goshen Community School Corporation Referendum Capital	0.2503	2,446,576,377	6,123,781	0.0000	0
Goshen Public Library	0.1235	2,007,497,803	2,479,610	(0.0006)	0
Total Tax Rate (per \$100 AV)	\$3.4791			(\$0.0130)	\$10,960

SCENARIO III: ASSUMES THE LIPPERT/DIERDORFF ALLOCATION AREA IS AMENDED

Assumes the Lippert/Dierdorff Allocation Area is Amended, and Public Services and Eligible Programs are added as eligible entities for the expenditure of revenues.

				Rate Difference From Scenario I	Levy Difference From Scenario 1
Elkhart County	\$0.3006	\$14,189,985,162	\$42,655,096	\$0.0000	\$0
Elkhart County Communications Center	0.0231	10,711,103,911	2,474,265	0.0000	0
Elkhart County Cumulative Capital Development (2)	0.0330	14,189,985,162	4,682,695	0.0000	0
Elkhart County Major Bridge (2)	0.0333	14,189,985,162	4,725,265	0.0000	0
Elkhart Township	0.0136	1,998,073,879	271,738	0.0000	0
Goshen Civil City	1.3490	1,779,620,050	24,007,073	0.0000	0
Goshen Cumulative Capital Development (2)	0.0500	1,779,620,050	889,810	0.0000	0
Goshen Community School Corporation	1.0658	1,998,073,879	21,295,472	0.0000	0
Goshen Community School Corporation Referendum Operating (2)	0.2493	2,446,576,377	6,099,315	0.0000	0
Goshen Community School Corporation Referendum Capital	0.2503	2,446,576,377	6,123,781	0.0000	0
Goshen Public Library	0.1241	1,998,073,879	2,479,610	0.0000	0
Total Tax Rate (per \$100 AV)	\$3.4921			\$0.0000	\$0
Less: Goshen Community School Corporation Referendum	(0.4996)				
Net Tax Rate (3)	\$2.9925				

Estimated Tax Increment	Tax Rate	Incremental Assessed Value	Gross Increment	Circuit Breaker	Net Increment
Lippert/Dierdorff Allocation Area	\$2.9925	\$9,423,924 (4)	\$282,010	(\$5,280) (5)	\$276,730

(1) Based on information provided from the 2025 Elkhart County Budget Order.

(2) Tax rates are not adjusted for rate driven funds. Assumes these funds are at their maximum rates.

(3) Represents the pay 2025 Goshen City Concord Township taxing district rate of \$3.4921 less the Goshen Community School Corporation post 2009 referendum rates of \$0.4996.

(4) Based upon pay 2025 assessed values per the Elkhart County Auditor's office.

(5) Per the 2025 PVDNet Abstract Worksheet-TIF provided by the Elkhart County Auditor's office.

Note: The reduction in tax rates could potentially reduce the Circuit Breaker losses incurred by taxing units located in the County.

(Subject to the attached impact statement
dated June 26, 2025 of Baker Tilly Municipal Advisors, LLC)



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request for an Agreement with American Structurepoint for Professional Services
Related to a New Gravity Sanitary Sewer System along Plymouth Avenue and US
33

DATE: July 8, 2025

Staff is requesting approval of an agreement with American Structurepoint to design a new 30”–36” gravity sanitary sewer system that will enable the abandonment of the existing Dierdorff lift station. The upgraded system is necessary to accommodate future sanitary flows from the fully built-out Cherry Creek Development, the new South Wellfield, and existing users along the US 33 corridor.

Approximately 4,400 linear feet of the proposed sewer alignment falls within the US 33 corridor, which is currently being designed by Structurepoint on behalf of INDOT. To ensure proper coordination and integration between the two projects, we are requesting that the Commission waive the standard Policy to Solicit Professional Services process and authorize an agreement with Structurepoint for the design of the City’s portion of the sewer improvements. Coordination will be required regarding location of the new sanitary sewer – anticipated to be located within INDOT’s right-of-way – and the planned proximity to other utilities as well as timing for the phases of the US 33 project.

Scope of Work

Sanitary Sewer Design:

- Removal of the Dierdorff lift station at US 33 and Dierdorff Road.
- Install a new 30”–36” gravity sanitary sewer extending:
 - Approximately 4,400 linear feet north along US 33 to Plymouth Avenue
 - Approximately 1,200 linear feet west along Plymouth Avenue to 14th Street
- Abandon existing sanitary sewers and force mains in place
- Provide new sewer laterals with cleanouts at proposed right-of-way limits
- Coordinate with the US 33 Road Improvements Project (letting date: November 2027)

Engineering Tasks:

- Utilize existing topographic surveys and conduct additional survey work along Plymouth Avenue
- Design scope includes:
 - Sewer layout and profiles
 - Lift station abandonment
 - Traffic and erosion control
 - Utility coordination
- Prepare technical specifications and provide 30%, 60%, and final plan submittals

Project Schedule (Assuming Notice to Proceed by July 2025)

- Finish Design: April 2026
- Bid Ready: June 2026
- Award Contract / Notice to Proceed: August 2026
- Finish Construction: June 2027

Compensation Summary (Lump Sum, Not-to-Exceed)

Service Category	NTE Cost
Design Services	\$286,100.00
Bidding and Construction Services	\$43,100.00
Survey Services	\$24,900.00
Total Proposed Fee	\$354,100.00

Requested Motion: To waive the standard Policy to Solicit Professional Services process and to authorize execution of an agreement with American Structurepoint for Professional Services Related to a New Gravity Sanitary Sewer System along Plymouth Avenue and US 33 and authorization for the Redevelopment Director to sign the agreement

AGREEMENT WITH AMERICAN STRUCTUREPOINT FOR US 33: 30” – 36” SANITARY SEWER PROJECT

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **American Structurepoint, Inc.** (“Contractor”), whose mailing address is 9025 River Road, Suite 200, Indianapolis, IN 46240, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) Contractor’s Proposal No. 2024.03314 dated June 18, 2025, and attached to this Agreement as Exhibit A;
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor’s Proposal No. 2024.03314 dated June 18, 2025.

Section 2. Scope of Work

Contractor shall provide City the work for the US 33 30” – 36” Sanitary Sewer Project, which work are more particularly described in Contractor’s June 18, 2025 Proposal No. 2024.03314 attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

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

Section 4. Compensation

- (A) City agrees to compensate Contractor as follows for performing all Duties as invoiced monthly on a percent complete basis:

Costs for Design Services Not-to-Exceed \$286,100

Costs for Bidding/Construction Services..... Not-to-Exceed \$43,100

Costs for Survey Services..... Not-to-Exceed \$24,900

- (B) Permit fees shall be reimbursable.

Section 5. Payment

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement as Duties progress based on the amounts set forth in Section 4.

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

City of Goshen
c/o Redevelopment Commission
Attention: Becky Hutsell
204 East Jefferson Street, Suite 6
Goshen, IN 46528
Email is also acceptable at beckyhutsell@goshencity.com

- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

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

- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate.
- (5) Excess Umbrella Coverage - \$4,000,000 each occurrence

Section 15. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 16. Default

- (A) If Contractor fails to perform the work or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: American Structurepoint, Inc.
Attention: Bryan Hood, PE
Project Manager
9025 River Road, Suite 200
Indianapolis, Indiana 46240

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

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

City of Goshen, Indiana
Goshen Redevelopment Commission

American Structurepoint, Inc.

Becky Hutsell
Redevelopment Director

Bryan Hood, PE
Project Manager

Date Signed: _____

Date Signed: _____

Exhibit A



Date: June 18, 2025

Dustin Sailor, P.E.
Director of Public Works
204 E. Jefferson Street
Goshen, IN 46528

Re: US 33: 30" – 36" Sanitary Sewer Project
Proposal No. 2024.03314

Dear Dustin,

American Structurepoint, Inc., is pleased to provide the following proposal for US 33, 30" – 36" Sanitary Sewer Project.

The design of this project will take place in conjunction with the US 33 Road Improvements Project which will extend from approximately CR 40, north to Monroe Street. The letting of the US 33 Road Improvements Project will be November 2027. Therefore, some of the proposed improvements associated with the 30" sanitary sewer project will need to be coordinated between the City and property owners since additional right-of-way may not be fully purchased until after the construction of this project.

PROJECT SCOPE

The project will involve eliminating the Dierdorff lift station that is located at the intersection of Dierdorff Road and US 33. A new 30"-36" sanitary will be installed at this location to intercept the incoming sewer lines. The new 30"-36" sanitary sewer will extend approximately 4,400 LF north along US 33 to Plymouth Avenue then extend west for approximately 1,200 LF to 14th Street where it will connect to the existing sanitary sewer.

The existing sanitary sewers along this route will be abandoned in place. New laterals will be provided to service the existing residents and businesses along this route. The new laterals will terminate at new cleanouts to be placed at the proposed right of way lines. As stated above, the proposed rights of way limits will be established during the US 33 widening project.

Force mains along the route will be rerouted to connect to the proposed 30"-36" sanitary sewer. The existing force mains will be abandoned in place.

We will utilize the existing topographic survey along US 33 to layout the extents of the proposed project. Additional survey will be conducted along Plymouth Avenue to 14th Street.

On-going coordination will be critical with the US 33 Road Project and utility relocations associated with that project.



SCHEDULE

If American Structurepoint is given a notice to proceed by July of 2025, we estimate the following schedule:

Finish Design:	April 2026
Bid Ready:	June 2026
Award Contract / NTP:	Aug. 2026
Finish Construction:	June 2027

DESIGN PHASE

30"-36" Sanitary Sewer

1. Provide design of the sanitary sewer to convey the sanitary flows from proposed Cherry Creek Development and the existing flows along US 33 from Kercher Road north to Plymouth Avenue and extending 1,200 LF west along Plymouth to 14th Street. Flows from the Cherry Creek Development were provided by the City as part of their master plan dated September 18, 2024. Related work will include:
 - Sanitary sewer design: sanitary to connect to new 30" sanitary at Plymouth Ave. (installed by City)
 - Lift Station abandonment
 - Utility Coordination
 - Traffic Control
 - Erosion Control
2. Attend up to three design meetings with Owner to discuss design issues.
3. Perform site visits.
4. Survey & Geotechnical work will be provided as part of the US 33 Road Project. **Additional topo survey will be provided along Plymouth Street to 14th Street.**
6. Provide technical specifications. City of Goshen's existing technical specifications will be utilized and supplemented as required.

Plans and Details

1. We will provide Auto CAD to create plan and details consisting of:
 - Plan and profile of sanitary sewer
 - Related details
 - Provide project specifications
 2. Provide 30% & 60% preliminary plans and final plans.
-



Construction Costs

1. We will provide an Engineer's Opinion of Probable Construction Cost for the sanitary, lift station abandonment and related appurtenances.

Permit Assistance

1. Prepare and submit an IDEM sewer construction permit application along with supporting documentation. Any permit fees shall be paid for by American Structurepoint and reimbursed at cost by the Owner.

COMPENSATION

Compensation for services rendered will be lump-sum and invoiced monthly on a percent complete basis. Full payment of invoices is due within 30 days from invoice date. The fee amounts are as follows.

Total NTE Costs for Design Services:.....\$286,100.00

BIDDING / CONSTRUCTION SERVICES

1. Issue Addenda (up to 3) if required
2. Clarifications and Interpretations
3. Evaluate bids and prepare bid tab
4. Progress Meetings
5. Prepare Change Orders / Work Directives
6. Shop Drawing reviews
7. Final Record Drawings

Total NTE Costs Bidding / Construction Services.....\$ 43,100.00

SURVEY SERVICES

1. Prepare a Topographic Survey of Plymouth Street from US 33 to 14th Street approximately 1,250' +/- (R/W to R/W) including the following:
 - A. Establish horizontal & vertical control
 - B. Provide location, size, depth, material and direction of flow for sanitary and storm sewers serving or on the site
 - C. Locate aboveground evidence of utilities on site, plus marks made on the ground by local utility companies (One Call).

Total NTE Costs Survey Services.....\$ 24,900.00



If payment is not made within thirty (30) days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

The services listed above represent the total scope of work as we understand it at this time. Should the need for additional services arise, we are willing to provide them for a supplemental fee.

Dustin, we thank you for this opportunity and look forward to working with you on this project. The fees for services contained in this proposal are valid for one year from the date of this letter. We are prepared to begin work on the project immediately upon written acceptance of this proposal. If the terms of this proposal are agreeable, please indicate your acceptance by returning a signed copy of this letter to our office. We will consider this our notice to proceed.

If you have any questions, please feel free to contact our office.

Very truly yours,
American Structurepoint, Inc.

A handwritten signature in black ink that reads "Bryan Hood".

Bryan Hood, PE
Project Manager

If the terms of this proposal are agreeable, indicate your acceptance by returning a signed copy of this letter. We will consider this our notice to proceed.

Accepted by: _____

Printed Name: _____

Date: _____



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request for an Agreement with American Structurepoint for Professional Services Related to Utility Relocations and Upgrades for the US 33 Project and New South Wellfield Operations

DATE: July 8, 2025

Staff is seeking approval of an agreement with American Structurepoint to develop utility relocation plans for City infrastructure within the US 33 corridor, extending from CR 40 to Monroe Street. This includes necessary water main upgrades that will support the new South Water Plant. Many existing utilities must be relocated outside the future pavement footprint in preparation for upcoming road construction.

The US 33 Road Project is scheduled for letting in November 2027. All utility design work must be coordinated with INDOT's project plans and integrated into their overall schedule.

As with a previous request, staff is asking the Commission to waive the standard Policy to Solicit Professional Services and authorize entering into an agreement with American Structurepoint for the design of the City's utility relocations and upgrades within the INDOT US 33 corridor.

Scope of Work

Lift Station Modifications

- Relocation of the existing Marriot lift station (~200 gallons per minute) about 75 feet east of its current site.
- Design a new 6" force main connecting to the existing gravity sewer on the west side of US 33.
- Consideration of potential upsizing during design to support nearby development

Water Main Relocation & Upgrades

- Replacement of approximately 12,500 linear feet (LF) of conflicting water mains (diameters from 6" to 20")

- Design of new water services to affected properties

Sanitary Sewer Adjustments (Excluding the corridor between Plymouth Avenue & Dierdorff Road)

- Replacement and relocation of 8”-12” sanitary sewers in conflict with road improvements
- Design of new sewer laterals and cleanouts for affected properties, terminating at rights of way
- Consideration of potential consolidation of parallel sewers into a single larger sanitary line to be evaluated during design

Project Timeline

- Notice to Proceed Target: July 2025
- Estimated Design Completion: December 2026

Design Deliverables

- Water & Sanitary Sewer Design
- Plans and Documentation:
 - Plan & profile views in AutoCAD
 - Construction details & specifications
 - 30% and 60% preliminary plans, and final design plans
- Construction Cost Estimates:
 - Engineer’s opinion of probable costs for all components
- Permit Assistance:
 - IDEM sewer and water construction permit applications
 - Reimbursable permit fees

Compensation (Lump Sum, Not-to-Exceed)

- Design Services (Lump-Sum, Not-To-Exceed): \$533,300.00

Requested Motion: To waive the standard Policy to Solicit Professional Services process and to authorize execution of an agreement with American Structurepoint for Professional Services Related to Utility Relocations and Upgrades for the US 33 Project and New South Wellfield Operations and authorization for the Redevelopment Director to execute the agreement



Date: November 18, 2024

Dustin Sailor, P.E.
Director of Public Works
204 E. Jefferson Street
Goshen, IN 46528

Re: US 33 – Utility Relocations
Proposal No. 2021.02778

Dear Dustin,

American Structurepoint, Inc., is pleased to provide the following proposal for US 33 - Utility Relocations.

The design and utility relocations will take place in conjunction with the US 33 Road Improvements Project which will extend from approximately CR 40, north to Monroe Street. The letting of the US 33 Road Improvements Project will be November 2027. The road improvements will require many of the existing utilities to be moved outside of the paved areas,

PROJECT SCOPE

The project will involve relocating/replacing the Marriot lift station (200 gpm) that is located just north of Eisenhower Drive along US 33, to a location approximately 75' east of its current location. A new 6" force main will be extended to the existing gravity sewer along the west side of US 33. This station may be upsized to address potential development along US 33 and adjacent areas. This will be determined during design.

A new water main (6" - 16") will replace the existing water mains along portions of US 33 that conflict with proposed improvements for approximately 12,500 LF. The location of the new water mains will be determined during design. New water services will be provided for the residents and business along the replacements.

Portions of the sanitary sewer (8" – 12") along US 33 will be relocated/replaced that are in conflict with the proposed US 33 road improvements. New sewer laterals and cleanouts will be provided for all residential and commercial properties along replaced sections and will terminate at the rights of way. During design we will look at removing parallel sanitary sewers along US 33 and installing one larger sanitary sewer.

On-going coordination will be critical with the US 33 Road Project and utility relocations associated with that project.

SCHEDULE

If American Structurepoint is given a notice to proceed by January of 2025, we estimate that the final design will be completed by December 2026



DESIGN PHASE

Water Main and Sanitary Sewer Design

1. Provide design of approximately 120 LF of 16" water main, 12,360 LF of 12" water main, 1,450 LF of 6" water main and 1,200 LF of 8"-12" sanitary sewers to extend along portion of US 33.
2. New 200 gpm duplex lift station

Plans and Details

1. We will provide Auto CAD to create plan and details consisting of:
 - Plan and profile of the water mains and sanitary sewers along with related appurtenances
 - All Related details of the water main, sanitary sewer, lift station and related appurtenances
 - Provide project specifications
2. Provide 30% & 60% preliminary plans and final plans.

Construction Costs

1. We will provide an Engineer's Opinion of Probable Construction Cost for the water mains, sanitary sewers, new lift station and related appurtenances.

Permit Assistance

1. Prepare and submit an IDEM sewer and water construction permit application along with supporting documentation. Any permit fees shall be paid for by American Structurepoint and reimbursed at cost by the Owner.

COMPENSATION

Compensation for services rendered will be lump-sum and invoiced monthly on a percent complete basis. Full payment of invoices is due within 30 days from the invoice date. The fee amounts are as follows.

Total NTE Costs for Design Services:..... \$533,300.00

SRF / PER: \$55,000.00*

***The fee for the PER has been listed if the City decides to pursue the SRF grant to assist in payment of the utility relocations associated with the US 33 road widening project.**



BIDDING / CONSTRUCTION SERVICES

1. Issue Addenda (up to 5) if required
2. Clarifications and Interpretations
3. Evaluate bids and prepare bid tab
4. Prepare Change Orders / Work Directives
5. Shop Drawing reviews
6. Final Record Drawings

Total NTE Costs Bidding / Construction Admin. Services: \$ 79,500

If payment is not made within thirty (30) days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

The services listed above represent the total scope of work as we understand it at this time. Should the need for additional services arise, we are willing to provide them for a supplemental fee.

Dustin, we thank you for this opportunity and look forward to working with you on this project. The fees for services contained in this proposal are valid for one year from the date of this letter. We are prepared to begin work on the project immediately upon written acceptance of this proposal. If the terms of this proposal are agreeable, please indicate your acceptance by returning a signed copy of this letter to our office. We will consider this our notice to proceed.

If you have any questions, please feel free to contact our office.

Very truly yours,
American Structurepoint, Inc.

Bryan Hood, PE
Project Manager

If the terms of this proposal are agreeable, indicate your acceptance by returning a signed copy of this letter. We will consider this our notice to proceed.

Accepted by: _____

Printed Name: _____

Date: _____



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request for an Amendment to the Scoping Agreement with GM Development Companies, LLC

DATE: July 8, 2025

The proposed amendment formally modifies the original Scoping Agreement dated August 13, 2024, between the City of Goshen and GM Development Companies, LLC, for the development of the New South Fire Station Project. The amendment addresses additional services provided during the Scoping Period—specifically budgeting and design-assist work performed by CORE Construction—that were not originally eligible for reimbursement. These fees were initially intended to be included in the Guaranteed Maximum Price (GMP) established upon completion of full design and covered by project bond funding.

However, due to uncertainty surrounding future City budgets, the project is no longer proceeding at this time. To fairly compensate GM Development and its team for expenses incurred in good faith, this amendment proposes reimbursement for CORE Construction's services in the amount of \$30,834.00, bringing the overall design cost to \$647,159.17.

Requested Motion: To approve the Amendment to the Scoping Agreement with GM Development Companies, LLC as presented

Amendment to Scoping Agreement

This Amendment to the Scoping Agreement (this “Amendment”) is executed this July ____, 2025, by and between GM Development Companies, LLC, an Indiana limited liability company (the “Developer”), and the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Board of Public Works and Safety and the City of Goshen Redevelopment Commission (hereinafter collectively the “City”).

Recitals:

Whereas, Developer and City entered into a Scoping Agreement dated August 13, 2024 (the “Original Agreement”) for the development of the New South Fire Station (the “Project”);

Whereas, pursuant to Section 6 of the Original Agreement, City agreed to reimburse Developer for Project Costs related to design services only, and specifically excluded reimbursement for “budgeting, legal expenses, or any other activities or services not related to design services”;

Whereas, City paused the Project on April 2, 2025, due to legislative uncertainty affecting municipal budgets;

Whereas, during the Scoping Period, Developer engaged CORE Construction to provide design assist services and budgeting services that were integral to the development of the Project design and necessary for the completion of accurate construction cost estimates and project feasibility analysis;

Whereas, such budgeting and design assist services were performed by CORE Construction in the total amount of Thirty Thousand Eight Hundred Thirty-Four Dollars (\$30,834.00) as evidenced by invoices numbered 10215 and 10268; and

Whereas, City recognizes that such budgeting services were essential to the Project development process and that Developer has incurred these costs in good faith reliance on the overall scope of the Project and Original Agreement;

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

1. Notwithstanding the exclusion of budgeting costs set forth in Section 6 of the Original Agreement, City shall reimburse Developer for costs incurred for budgeting and design assist services provided by CORE Construction during the Scoping Period for the Project, as evidenced by CORE Construction invoices numbered 10215 in the amount of \$10,214.00 dated November 15, 2024, and 10268 in the amount of

\$20,620.00, dated January 31, 2025; for a total amount of \$30,834.00. Such services are deemed to have been integral to the design development process and necessary for accurate project cost estimation and feasibility analysis.

2. City shall retain all rights to design documents, cost estimates, budgets, and related work product developed during the Scoping Period for the Project, including all materials prepared by CORE Construction, for its future benefit and use in connection with the Project.
3. This Amendment applies solely to the specific budgeting services provided by CORE Construction as identified herein. The exclusion of other budgeting, legal expenses, or non-design services from reimbursement under Section 6 of the Original Agreement shall remain in full force and effect.
4. Except as specifically amended hereby, all terms and conditions of the Original Agreement shall remain in full force and effect.
5. Each party represents and warrants that it has full corporate or municipal power and authority to enter into this Amendment; that the person executing the Amendment on behalf of each party is authorized to execute this Amendment; and that this Amendment constitutes a valid, legal, and binding obligation of each party.
6. This Amendment shall not be construed as a waiver by either party of any claims, rights, or remedies that may exist under the Original Agreement or applicable law, except as specifically set forth herein.
7. This Amendment shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have executed this Amendment effective on the date written above.

GM Development Companies, LLC

City of Goshen, Indiana, by its
Board of Public Works and Safety

By: _____
Greg Martz, Sole Member

By: _____
Gina M. Leichty, Mayor

Goshen Redevelopment Commission

By: _____
Brian Garber, President

Attachment 1

SCOPING AGREEMENT Goshen Fire Station

This Scoping Agreement (Goshen Fire Station) (the "Agreement") is executed this 13 day of AUGUST, 2024, by and between GM Development Companies LLC (the "Developer"), and the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Board of Public Works and Safety and the City of Goshen Redevelopment Commission (hereinafter collectively the "City").

1. Definitions

Contractor shall mean CORE Construction.

Documentation Costs shall mean all fees, costs, and expenses incurred by Developer in connection with drafting and negotiating: (a) this Agreement; and (b) any other documents contemplated to be executed by this Agreement.

Force Majeure shall mean, with respect to a party: (a) an act or omission of the other party; or (b) any other cause that is not within the reasonable control of such party (including, without limitation: (i) unusually inclement weather; (ii) the unusual unavailability of materials, equipment, services or labor; (iii) epidemics, pandemics, and other public health circumstances resulting in a governmental declaration of a public health emergency; and (iv) utility or energy shortages or acts or omissions of public utility providers.

Laws shall mean all applicable: (a) laws, statutes, and/or ordinances; (b) governmental rules, regulations, and/or guidelines of or from: (i) governmental agencies, boards, commissions, or departments; and (ii) judicial, administrative, or regulatory bodies; and (c) judicial orders, consents, and/or decrees.

Project shall mean a new fire station and related infrastructure improvements to be constructed on the Project Site.

Project Costs shall mean the fees, costs, and expenses to be incurred in connection with the Project, including, without limitation: (a) the Documentation Costs; (b) the costs incurred in connection with the closing (to the extent that such costs are not included in the Documentation Costs); (c) the cost to develop and construct the Project in accordance with the terms and conditions of this Agreement, including all professional fees; (d) a reasonable and customary amount for contingencies; and (e) fees associated with the development and construction of the Project.

Project Site shall mean that certain real estate described generally in Exhibit A.

Scoping Period shall mean the period: (a) commencing on August 13, 2024; and (b) ending on the first to occur of: (i) the date that Developer delivers satisfactory scoping deliverables to the City; or (ii) the date that the City cancels the scoping process via written notification.

2. Scoping Period Deliverables. Subject to the terms and conditions of this Agreement, Developer and Contractor shall deliver the following deliverables upon the conclusion of the Scoping Period as more fully described in BKV Group's August 1, 2024 proposal to Developer for design services, which is attached to this Agreement as Exhibit B:

- (a) Proposed Project schedule
- (b) Guaranteed budget
- (c) Schematic and programming design documents

- (d) Draft contract and/or financing documents

3. Condition Failure. If one or more of the conditions set forth in Section 2 is not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, City either may elect to: (i) waive satisfaction of the conditions and proceed to the public hearing; or (ii) terminate this Agreement by a written notice to Developer. Notwithstanding anything to the contrary set forth herein, Developer and City shall work diligently and in good faith to satisfy the conditions set forth in this Agreement.

4. Plans, Budget, and Documents. During the Scoping Period, Developer and Contractor shall provide all appropriate (a) budget documents demonstrating the proposed Project Costs, (b) necessary draft legal documents related to Developer's proposed contractual and/or financing solution, (c) design and programming documents, and (d) schedules to be approved by City.

5. Insurance and Bonds. During the Scoping Period, Developer and Contractor shall demonstrate its ability to acquire the required insurance and bonds to complete the Project.

6. Payments. City shall make no payments to Developer during the Scoping Period. Should City decide not to pursue the Project upon the completion of the Scoping Period, City shall reimburse Project Costs related to design services only, and City shall retain the rights to all design documents for its future benefit and use. City shall not reimburse Developer for Project Costs for budgeting, legal expenses, or any other activities or services not related to design services. Any such reimbursement shall be limited to the costs incurred by Developer pursuant to BKV Group's August 1, 2024 proposal for design services, which is attached to this Agreement as Exhibit B.

7. City Covenants. The covenants set forth in this Section shall apply during the Scoping Period.

- (a) Agreement Compliance. City shall faithfully observe and perform all of its obligations under this Agreement.

- (b) Laws. City shall comply with the Laws in connection with the performance of its obligations under this Agreement; and (ii) in its use and operation of the Project Site.

- (c) Assurances. City shall adopt such resolutions, execute and deliver such instruments, and make any and all further assurances as reasonably may be necessary or proper: (i) to carry out the intention of this Agreement; (ii) to facilitate the performance of this Agreement; and/or (iii) in connection with assuring and confirming the rights and benefits provided to Developer.

8. Developer Covenants.

- (a) Filings. Developer shall keep in full force and effect, without any violations by Developer, any and all filings or registrations required by the Laws in connection with the performance by Developer of its obligations under this Agreement.

- (b) Laws. Developer shall comply with all Laws in connection with the performance of its obligations under this Agreement.

- (c) Business. Prior to completion of the Scoping Period, Developer shall not make or permit to be made any material change in the character of its business as currently conducted.

9. Authority Representations. Each of Developer and City represents and warrants that:

(a) it has: (i) the power and authority to enter into this Agreement and perform its obligations hereunder; (ii) the power and authority to carry out the transaction contemplated by this Agreement; and (iii) complied with the Laws relating to such transaction;

(b) it has been authorized by proper action to execute and deliver this Agreement, and to perform its obligations hereunder;

(c) neither the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder: (i) violates any Law or the terms and conditions of any indenture, material agreement, or other instrument to which it is a party, or by which it or any of its properties or assets is bound; (ii) conflicts with, results in a breach of, or constitutes a default under any such indenture, agreement, or other instrument; or (iii) results in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature upon any of its properties or assets; and

(d) this Agreement, once executed, will be legal, valid, and binding.

In addition to the foregoing: (a) Developer represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana; and (b) City represents and warrants that it is a public body organized and existing under the laws of the State of Indiana.

10. Notice. Any notice required or permitted to be given by either party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to Developer at 8561 N. County Road 175 E., Springport, IN 47386; and to City at 202 S. 5th St., Goshen, IN 46528, Attn: Mayor and at 204 E. Jefferson Street, Suite 2, Goshen, IN 46528, Attn: City Attorney. Either party may change its address for notice from time to time by delivering notice to the other party as provided in this Section.

11. Assignment. Neither Developer nor City shall: (a) assign this Agreement or any interest herein; or (b) delegate any duty or obligation hereunder. Notwithstanding any assignment or delegation: (a) the assigning or delegating party shall remain fully liable to perform all of its obligations under this Agreement; and (b) a consent by a party to any assignment or delegation shall not release the assigning or delegating party from such performance. Any transfer of this Agreement by operation of law (including, without limitation, a transfer as a result of merger, consolidation, or liquidation of Developer or City) shall constitute an assignment for purposes of this Agreement.

12. Force Majeure. Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure; then: (i) the party asserting Force Majeure shall deliver written notice to the other party; (ii) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (iii) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

13. BOT Statute. This Agreement is intended to be a scoping agreement authorized by Indiana Code §5-23. If and to the extent this Agreement is not such a public-private agreement, then this Agreement shall be deemed to: (a) include such terms not otherwise included; and (b) exclude such terms not otherwise excluded; as is necessary to cause this Agreement to be a public-private agreement.

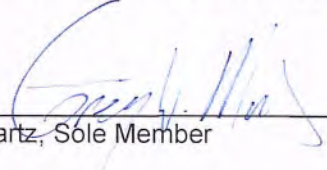
14. Miscellaneous. This Agreement shall inure to the benefit of, and be binding upon, Developer and City, and their respective successors and assigns. This Agreement: (a) constitutes the entire agreement between Developer and City with respect to the subject matter hereof, and may be modified only by a written agreement executed by both Developer and City; (b) shall be governed by, and construed in accordance with, the laws of the State of Indiana; and (c) may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute a single instrument. The invalidity,

illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference.

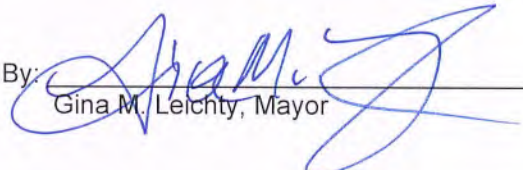
[Signature Page Follows]

IN WITNESS WHEREOF, Developer and City have executed this Agreement on the date set forth in the introductory paragraph of this Agreement.

GM DEVELOPMENT COMPANIES LLC

By: 
Greg Martz, Sole Member

CITY OF GOSHEN, INDIANA by its
Board of Public Works and Safety

By: 
Gina M. Leichthy, Mayor

GOSHEN REDEVELOPMENT COMMISSION

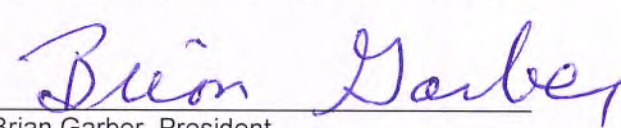
By: 
Brian Garber, President

Exhibit A – Legal Description

A part of the north east quarter (NE ¼) of section thirty-five (35), Township thirty-six (36) North, Range six (6) East, Elkhart County, Indiana more particularly described as follows:

Commencing at an iron stake in the center line of County Road Number 40 said iron stake being set in concrete and marking the north east (NE) corner of the north east quarter (NE ¼) of section thirty-five (35) Township thirty-six (36) North , Range six (6) East, Elkhart County, Indiana; thence due west along the north line of the north east quarter of section thirty five and along the center line of County Road Number 40, sixteen and five tenths (16.5) feet to the place of beginning of this description; thence south zero (0) degrees one (1) minute east, one-thousand one hundred seventy-six and two tenths (1176.2) feet; then due west, two hundred forty-seven and five tenths (247.5) feet; thence south zero (0) degrees one (1) minute east, one hundred sixty-five (165) feet; thence due west, two thousand three hundred sixty-five and fifty-eight hundredths (2365.58) feet; thence north zero (0) degrees one (1) minute east, one thousand eleven and two tenths (1011.2) feet; thence due east, three hundred thirty (330) feet; thence north zero (0) degrees one (1) minute east, one hundred thirty (130) feet; thence due east, one thousand five hundred thirty-six (1536) feet; thence north zero (0) degrees one (1) minute east, two hundred (200) feet to a PK nail in the center line of County Road Number 40 and a point on the north line of the north east quarter of section thirty-five; thence due east along the north line of the north east quarter of section thirty-five and along the center line of County Road Number 40, seven hundred forty-six and thirty one-hundredths (746.31) feet to the place of beginning of this description.

Said above tract contains 70.088 acres of land.

Excepting that part used as legal public highways.

LESS AND EXCEPTING:

A part of the Northeast Quarter (NE ¼) of Section Thirty-five (35), Township Thirty-six (36) North, Range Six (6) East, Elkhart Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument marking the northeast corner of the Northeast ¼ of said Section 35; thence South 89 degrees 56 minutes 24 seconds West (assumed bearing) along the north line of said Northeast ¼, a distance of 16.50 feet; thence South 00 degrees 03 minutes 00 seconds East along the west line of land owned by the City of Goshen (Instrument #98-013936), a distance of 362.51 feet to a rebar with cap marked Brads-Ko 0041 and the beginning of this description; thence

- 1) Continuing South 00 degrees 03 minutes 00 seconds East along said City of Goshen property, a distance of 799.07 feet to the northeast corner of said City land; thence
- 2) South 89 degrees 52 minutes 27 seconds West along the north line of said City land, a distance of 247.50 feet to a ¾ inch rebar; thence
- 3) South 00 degrees 03 minutes 00 seconds East parallel with the east line of said Northeast ¼ and the west line of said City land, a distance of 165.00 feet to a rebar with cap marked Brads-Ko SO484 in the south line of the North ½ of said Northeast ¼; thence
- 4) South 89 degrees 52 minutes 27 seconds West along said south line, a distance of 2,358.51 feet to a rebar with cap marked Brads-Ko 0041 in the west line of said Northeast ¼; thence
- 5) North 00 degrees 01 minute 03 seconds West along said west line, a distance of 999.59 feet to the southwest corner of land owned by Stephen E. and Virginia M. Ciesielski (Instrument #89 022529); thence

- 6) North 89 degrees 56 minutes 24 seconds East along the south line of said Ciesielski land and its easterly extension and parallel with the north line of said Northeast ¼, a distance of 331.60 feet to a rebar with cap marked Brads-Ko 0041 at the southeast corner of land owned by Phillip C. and April Nusbaum (Instrument #2001-24997); thence
- 7) North 00 degrees 17 minutes 24 seconds West along the east line of said Nusbaum land, a distance of 130.01 feet to the southwest corner of land owned by Donald E. and Elizabeth I. Thompson (Deed Record 268, Page 693); thence
- 8) North 89 degrees 56 minutes 24 seconds East parallel with the north line of said Northeast ¼ and along the south line of said Thompson land and its easterly extension, a distance of 1,386.00 feet to the southeast corner of land owned by Max and Marilyn Joy Fiandt (Deed Record 259, Page 578); thence
- 9) South 00 degrees 17 minutes 24 seconds East along the southerly extension of the east line of said Fiandt land, a distance of 162.51 feet to a rebar with cap marked Brads-Ko 0041; thence
- 10) North 89 degrees 56 minutes 24 seconds East parallel with the north line of said Northeast ¼, a distance of 894.06 feet to the beginning. Containing 62.39 acres, more or less.

Subject to all other easements, restrictions and public rights-of-way of record.

Commonly known as: 17120 C.R. 40, Goshen, IN, 46526.
(Parcel Number: 20-11-35-200-019.000-014)

Mr. Greg Martz
GM Development
greg@gm-development.com

Re: Professional Services Proposal for
Goshen New South Fire Station

August 1, 2024

Dear Mr. Martz,

On behalf of BKV Group, thank you for the opportunity to provide this proposal for design services. We will handle overall Project Management of the design disciplines, as well as Architecture, Landscape Architecture, Interior Design, and Structural/ Mechanical/ Electrical Engineering with our in-house staff. We understand that GM Development has contracted directly with a civil engineer, with whom we will coordinate our efforts. We will also coordinate with your Construction Manager, CORE Construction.

Outlined below is the Scope of Work, Scope of Services, Compensation, Schedule, and Payment Terms and Conditions based on your request.

SCOPE OF WORK

The project scope consists of design, documentation, and construction administration services for a new 13,700 SF, three bay, six bunk fire station on 8.14 acres at 17120 County Road 40, Goshen, Indiana.

SCOPE OF SERVICES

- A. **Schematic Design** – We will meet with the client team to confirm the space needs program and overall goals for the project are in alignment with the original goals and needs identified during the original study. It is assumed for this proposal that any changes to the original concept will be minor as we are currently 33% done with SD. We will conduct the following Workshops as described in the April 25th detailed proposal:
- o Workshop 1: Kick-off / Programming
 - o Workshop 2: Floor Plan Options / tweaks to original Concept
 - o Workshop 3: Revised Site / Floor Plans
 - o Workshop 4: Exterior Concept and Systems
 - o Workshop 5: Exterior Concept tweaks
 - o Workshop 6: Review Cost Estimate
- B. **Design Development** – At Notice to Proceed, the City will select a plan and elevation concept for the Storage Building to move forward with. BKV Group will lead the following workshops to discuss several aspects of the project in detail:
- o Workshop 7: Deep Dive into the Site
 - o Workshop 8: Deep Dive into the Dirty Side
 - o Workshop 9: Deep Dive into the Clean Site
 - o Workshop 10: Cost Control

- C. **Construction Documents** – During this phase, BKV Group will prepare technical drawings and specifications as necessary for permit approval, bidding, and construction. Disciplines included will be landscape architecture, architecture, interior design, structural engineering, mechanical engineering, and electrical engineering. BKV will conduct the following workshops:
- o Workshop 11: Mid CDs I
 - o Workshop 12: Mid CDs II
- D. **Bidding Phase** – BKV Group will participate in a pre-bid walkthrough, will answer sub-contractor questions, review substitution requests, release Addenda and help review bids. BKV Group will help with the permitting process by submitting the drawings and answering any comments in a timely manner.
- E. **CA Phase** – During construction, BKV Group will review submittals, answer RFIs, review pay applications, and observe the progress of construction (we assume twelve site visits). Our scope also includes, preparing ASI's, reviewing CR's and PR's, preparation of the punch list, and an 11-month warranty walkthrough.

COMPENSATION

The proposed total fee for the Scope of Work and Scope of Services as stated above is based on 8.26% of the estimated construction cost of \$5,300,000 and broken down as follows:

* Schematic Design already complete (33%)	\$	*21,670
Schematic Design remaining (67%)	\$	44,000
Design Development	\$	87,550
Construction Documents	\$	175,110
Bidding	\$	21,900
Construction Administration	\$	87,550
Total	\$	416,110

*If substantial changes are required to the current floor plan or exterior concept, then the full Schematic Design fee would apply (the current discount of 33% = \$21,670 would no longer apply).

If the estimated construction cost increases from this assumption, we would request a commensurate increase in our fee.

Our fee proposal excludes civil engineering, surveying, geotechnical engineering, FF&E design/coordination, specialty foundations, A/V equipment design, cost estimating, sustainability services beyond those required by code, renderings (except one is included), and commissioning.

We anticipate incurring expenses for printing, postage, shipping, vehicular travel to the site, etc. These costs will be invoiced as they occur without markup.

SCHEDULE

We anticipate that the design phases will last around 10 months (more if we are re-conceiving the plan and/or elevations), that bidding will take approximately 2 months, and that construction will take 12 months.

PAYMENT TERMS AND CONDITIONS

Monthly Invoices – Services will be invoiced monthly as a percentage of work completed. Payments are to be made 30 days after receipt. Payments later than 30 days may be subject to interest charges at current prime rate plus 2%.

Additional Services – Work falling outside the outlined Scope of Services and agreed upon by the Owner and BKV Group will be considered "Additional Services" and shall be compensated using the hourly billing rates for the various technical levels. No work will be considered an Additional Service unless requested and approved, in writing, by the client or their representative.

Use of the Architect's Instruments of Service – Drawings, specifications and other documents, including those in electronic form, prepared by the architect and the architect's consultants are Instruments of Service for use solely with respect to this project and are not transferable to others without the architect's written consent. The architect and the architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Dispute Resolution – Any claim, dispute or other matter in question arising out of or related to this agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the architect's services, the architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

Project Termination – Should the project be terminated at any time by the Owner prior to completion of any phase, the architect will be compensated for any work completed up to the date of project termination.

INDICATION OF APPROVAL

If the proposal is acceptable, please sign and date below as your approval to proceed with the work described above. Upon receiving an approved copy we will make arrangements with you to immediately begin the process, and will prepare a more comprehensive contract, the AIA Document B133 "Standard Form of Agreement Between Owner and Architect," for review by your attorney.

GM Development

Date

Thank you again for the opportunity to provide this proposal. We look forward to working with you. Please feel free to contact me at your convenience should you have any questions about this proposal. I can be reached at 224.250.3878, or email: hpittner@bkvgroup.com.

Sincerely,

BKV Group



Henry Pittner, AIA
Partner, Government Practice Leader



Chris Sachse, AIA NCARB
Partner, Senior Project Manager

Cc: Lois Nicholas, BKV Group
Emily Rappe, BKV Group
Kyle Yardley, BKV Group
Craig Carter, BKV Group



**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 Issue a Request for Proposals for Real Estate – 3rd Street & Jefferson Street Redevelopment Lot

DATE: July 8, 2025

Staff is seeking approval to issue the attached Request for Proposals (RFP) for the redevelopment of a vacant site located at the northwest corner of 3rd Street and Jefferson Street. This site was previously under agreement with River Art, LLC; however, that agreement has since been terminated.

An RFP was last issued two years ago, resulting in only one proposal—from AP Development, LLC—with whom we were unable to reach a satisfactory agreement. Over the past year, several developers have expressed interest in the property, and we would now like to reopen the opportunity to solicit proposals in hopes of securing a successful development project.

The site consists of 0.69 acres, and the offering price for the land is \$171,667.00. Proposals offering full price will be accepted at the Commission meeting on August 12. If no acceptable full-price proposals are received, the Commission will consider less-than-full-price offers at its September 11 meeting.

Requested Motion: To grant permission to issue a Request for Proposals for Real Estate at the northwest corner of 3rd Street and Jefferson Street

REQUEST FOR PROPOSALS
TO PURCHASE REAL PROPERTY

Third and Jefferson, Goshen, Indiana

The City of Goshen, by and through its Redevelopment Commission (hereinafter referred to as “Redevelopment”) is requesting proposals for the purchase of certain real property located in the City of Goshen, Indiana.

1. Real Property to be Purchased

The real property to be purchased consists of the undeveloped lots west of Third Street, east of River Race Drive, north of Jefferson Street, and south of the east/west alley between Jefferson Street and Washington Street, consisting of four (4) parcels of real estate identified as tax codes 20-11-09-413-011.00-015 consisting of 0.18 acres, 20-11-09-413-010.000-015 consisting of 0.05 acres, 20-11-09-413-009.000-015 consisting of 0.23 acres, and 20-11-09-413-008.000-015 consisting of 0.23 acres for a total of 0.69 acres in Goshen, Indiana, as depicted on the map attached to this Request for Proposals as Attachment A, and is more particularly described as follows:

213 S. Third Street:

Lot Number Ten (10) in Barnes’ First South Addition to the City of Goshen, Elkhart County, Indiana; as recorded in Deed Record 15, page 273, less and excepting the West Fifteen (15) feet of said Lot.

219 S. Third Street:

Lot Number Eleven (11) in the First South Addition (sometimes known as Barnes’ First South Addition) to the City of Goshen, Elkhart County, Indiana; as recorded in Deed Record 15, page 273. Less and excepting the West Fifteen (15) Feet of said Lot.

223 S. Third Street:

Lot Thirty (30) in Barnes’ First South Addition to the Town, now City of Goshen, Indiana, except forty-eight (48) feet off the West end of said Lot; said Plat being recorded in Deed Record 15, page 273.

W. Jefferson Street:

The West Forty-eight (48) feet of Lot Number Thirty (30) as the said Lot is known and designated on the recorded plat of Barn’s South Addition to the Town, now City, of Goshen, Indiana; said Plat being recorded in

Deed Record 15, page 273 in the Office of the Recorder of Elkhart County, Indiana, less and excepting the West Fifteen (15) feet.

The real property so described shall hereinafter be referred to as the “Subject Real Estate.”

2. Project Specifications

2.1. Redevelopment Commission’s Goals:

2.1.1. The Redevelopment Commission’s goal for the Subject Real Estate is to create a pedestrian-oriented residential development to increase the housing opportunities near downtown. Limited commercial development is also acceptable. However, the primary focus of any proposal must be the construction of residential units. The exact mix of uses, housing density, and price points will be up to the entity submitting a proposal.

2.2. Redevelopment Details:

2.2.1. Area Description – The Subject Real Estate consists of one-half block of vacant land just west of main Street in downtown Goshen. The total acreage for the available real estate is approximately 0.69 acres and was originally developed as residential lots. The City has demolished the homes that previously were on the Subject Real Estate.

2.2.2. Access – It is anticipated that access to the project would be from West Jefferson, as Third Street is a state roadway controlled by INDOT with a center median. Public parking is available in the downtown area but it is anticipated that the proposed development will incorporate parking into the redevelopment plan.

2.2.3. Utilities – Both public water and sewer are available to serve the Subject Real Estate. Details regarding location of existing water and sewer mains is available upon request. Due to limited stormwater system capacity in the area, all stormwater must be maintained on the Subject Real Estate.

2.2.4. Zoning – The subject properties are zoned Commercial B-2. The pertinent section of the Zoning Ordinance detailing regulations for the B-2 district can be found [here](#).

2.2.5. Environmental Conditions – There is an environmental restrictive covenant in place for the Subject Real Estate due to the proximity to an old dry cleaner that was located on the east side of South Third Street. The restrictions for the Subject Real Estate include (1) no daycare or educational facilities; (2) no drinking water wells; (3) no agricultural activities; and (4) residential dwellings shall be permitted

only if a vapor mitigation is installed for the site. Further information is available upon request.

3. Submission of Proposals

3.1. Any proposal for the purchase of the Subject Real Estate shall be submitted to Becky Hutsell, Redevelopment Director, at 204 E. Jefferson Street, Suite 6, Goshen, Indiana 46528 no later than 12:00 p.m. (noon) August 12, 2025. The proposal shall be submitted in a sealed envelope clearly marked as "Proposal to Purchase Third and Jefferson Property."

3.2. Each proposal must include the following:

3.2.1. A signed cover letterhead that includes the following:

- 3.2.1.1. The entity's name, address, and telephone number;
- 3.2.1.2. The name of the person authorized to submit/sign the proposal, along with this person's title, telephone number, and email address;
- 3.2.1.3. The entity's Federal ID Number; and
- 3.2.1.4. The entity's State ID Number.

3.2.2. A detailed description of the intended use and development of the Subject Real Estate, including the following:

- 3.2.2.1. A conceptual plan with as much detail as possible, including land uses, building designs, building elevations, and a description of how the development complements and interacts with the surrounding area.
- 3.2.2.2. All improvements to be made to the Subject Real Estate including new structures to be constructed.
- 3.2.2.3. A description of the components of the development plan that includes information about the building design, size, density, and amenities.
- 3.2.2.4. A project budget, including estimated soft costs and construction expenses.

3.2.3. A proposed timeline for the development of the Subject Real Estate, including any conditions that must be met before the proposal can be commenced. The schedule should include:

- 3.2.3.1. Time needed to obtain financing.
- 3.2.3.2. Land use approvals.
- 3.2.3.3. Design completion.
- 3.2.3.4. Site preparation.
- 3.2.3.5. Start and completion of construction.

3.2.4. The price to be paid for the purchase of the Subject Real Estate.

- 3.2.5. A financial statement that is specific enough so that a proper determination of the entity's financial capability to fulfill the obligation of the proposal.
- 3.3. The proposal shall address all issues contained in the Request for Proposals. Any exceptions to the terms of the Request for Proposals should be clearly noted.
- 3.4. Any modifications made to a proposal before submission must be initialed in ink by the submitting entity's authorized representative. A submitting entity may, upon written request, modify or withdraw their proposal at any time prior to the opening date and time. A request to modify or withdraw a proposal must be signed by the same person or persons who signed the original proposal submitted. No proposal may be modified or withdrawn after the opening of the proposals.
- 3.5. Redevelopment may require a person or entity submitting a proposal to revise one or more elements of its proposal in accordance with contract negotiations. Redevelopment reserves the right to evaluate proposals for a period of sixty (60) days before deciding which proposal, if any, to accept. Proposals shall be maintained through the evaluation period.
- 3.6. All proposals submitted become the property of the City of Goshen and are a matter of public record.
- 3.7. The City of Goshen and Redevelopment is not responsible for late or lost proposals due to mail service inadequacies, traffic, or other similar reasons. Proposals received after the designated time will not be considered in the selection process.
4. Terms and Conditions to be Addressed of Accepted by Proposal
- 4.1. Term of Purchase – Redevelopment has conducted appraisals of the Subject Real Estate and has determined that the fair market value of the Subject Real Estate is One Hundred Seventy One Thousand Six Hundred Sixty Seven Dollars (\$171,667.00). The price included in a proposal for the purchase of the Subject Real Estate must be equal to or exceed this amount.
- 4.2. Condition of the Subject Real Estate
- 4.2.1. The proposal to purchase must be for the Subject Real Estate in its present condition.
- 4.2.2. Any sale of the Subject Real Estate will be conditioned on the development of the parcels in accordance with the development plan described in the proposal. A proposal may be conditional upon the City of Goshen granting specific itemized zoning variances or rezoning.

4.3. Use of Subject Real Estate

4.3.1. The proposed development must be constructed in compliance with all applicable laws and regulations of any government entity or public authority, including Indiana Building Codes, City of Goshen Ordinances, Policies, and Standards, including Zoning Ordinances, Subdivision Standards, Landscaping Ordinances, Construction Site Stormwater Runoff Control Ordinances, and Post Construction Stormwater Management Ordinances.

4.3.2. Purchaser must not use the Subject Real Estate and any adjacent area in a manner that would be reasonably offensive to the owners or users of the neighboring real estate or would tend to create a nuisance.

4.4. Construction of Infrastructure – The selected entity must construct any needed water building lines, sewer building lines, and storm water facilities for any structure constructed on the Subject Real Estate. The selected entity must construct sidewalks to City specifications adjacent to the parcels, along all dedicated public streets.

4.5. Indemnification – The successful proposal must hold the City of Goshen and Redevelopment harmless from any loss, claim, damage, or expense arising from the development and/or use of the Subject Real Estate.

4.6. Proposals Submitted by a Trust – Any proposal submitted by a trust must identify each beneficiary of the trust and whether the settlor is empowered to revoke or modify the trust.

4.7. Purchase Agreement – The successful person or entity submitting a proposal will be required to enter into a purchase agreement incorporating the terms of the Request for Proposals, the terms included in the successful proposal, and any other provisions deemed appropriate by Redevelopment.

5. Requests for Clarifications and Addenda

5.1. Entities intending to submit proposals who have questions or are interested in touring the site should contact Becky Hutsell, Redevelopment Director for the City of Goshen.

5.2. All requests for clarification to this solicitation must be received at least one (1) week before the opening date to allow for the issuance of any addendums determined by Redevelopment to be necessary. A Proposer shall rely only on written addenda issued by Becky Hutsell, Redevelopment Director, Requests shall be made in writing and may be directed to:

Becky Hutsell, Redevelopment Director
City of Goshen Redevelopment Commission

204 East Jefferson Street, Suite 6
Goshen, Indiana 46528
Email: beckyhutsell@goshencity.com

- 5.3. Interpretations or clarifications determined necessary by the City will be issued by addenda mailed or otherwise delivered to all parties recorded by Redevelopment as having received the proposal documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. Selection Process and Schedule

- 6.1. The proposals received by Redevelopment will be opened by the Goshen Redevelopment Commission in public at the Commission's meeting on August 12, 2025, commencing at 3:00 p.m. in the Goshen City Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana. If no proposal meets the minimum offer price, additional proposals will be received until 3:30 p.m. on September 11, 2025, and will be opened by the Board of Public Works and Safety at their meeting on September 11, 2025, commencing at 4:00 p.m. in the Goshen City Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana. After accepting proposals for the additional period, the Redevelopment Commission may select the highest and best proposal using the criteria set forth in this section with no minimum price.
- 6.2. The proposals will be considered by the Goshen Redevelopment Commission. The Redevelopment Commission reserves the right to refer the proposals received to Becky Hutsell, Redevelopment Director, and such other staff as the Commission deems appropriate to review the proposals and make a recommendation to the Redevelopment Commission. The Commission may also refer the proposal to a committee appointed by the Commission for further evaluation and recommendation. The Commission reserves the right to interview the parties submitting proposals or to request the parties submitting proposals to provide supplemental information.
- 6.3. This Request for Proposals does not commit Redevelopment to sell the Subject Real Estate. Redevelopment reserves the right to accept or reject any or all proposals received, to negotiate with qualified persons or entities who submit a proposal, or to cancel the Request for Proposals. Redevelopment may require a person or entity submitting a proposal to submit any additional data or information Redevelopment deems necessary.
- 6.4. In determining which proposal is the highest and best proposal, Redevelopment will consider the following:

- 6.4.1. The experience, the financial capacity, and the organizational capacity of the entity submitting the proposal to successfully plan, construct, and complete the proposed development.
- 6.4.2. The overall quality of the submission and the extent to which the proposed development is compatible with the existing neighborhood.
- 6.4.3. The entity's plans and ability to improve the Subject Real Estate with reasonable promptness.
- 6.4.4. The proposed completion date for the project.
- 6.4.5. The size and character of the improvements proposed to be made on the Subject Real Estate and/or improvements.
- 6.4.6. Whether adequate parking for the development is included in the plan.
- 6.4.7. The proposed purchase price to be paid to Redevelopment.
- 6.4.8. Whether the entity submitting the proposal is a trust and whether the submission identifies the beneficiary of the trust and whether the settlor is empowered to revoke or modify the trust.
- 6.4.9. The nature of any variance or rezoning requested.
- 6.4.10. Whether any proposed lease of the Subject Real Estate will further Redevelopment's plan for the development of the surrounding area.
- 6.4.11. Whether the proposed purchase will serve the interest of the community.
- 6.4.12. What economic impact the proposed purchase will have on the community.

7. General

7.1. Conflict of Interest/Non-Collusion

- 7.1.1. By submitting a proposal, an entity certifies that the entity has not entered into combination or agreement relative to the price to be proposed nor taken any action to prevent a person from submitting a proposal; or to induce person to refrain from submitting a proposal.
- 7.1.2. Each proposal must be made without reference to any other proposal, unless specifically so indicated.

7.1.3. By submitting a proposal, an entity certifies that they are not in a situation where the submitting entity's private interest would interfere with its loyalty or responsibilities to the City of Goshen or raise questions about such interference. The submitting entity agrees not to accept work, enter into a contract, accept an obligation, or engage in any activity, paid or unpaid, that is inconsistent or incompatible with the submitting entity's obligations to, or the scope of services to be rendered to, the Redevelopment Commission. The submitting entity shall warrant that, to the best of their knowledge, there is no other contract or duty on the submitting entity's part that conflicts with or is inconsistent with the services sought to be provided to Redevelopment.

7.1.4. The submitting entity, if selected, must sign and have notarized the Conflict of Interest / Non-Collusion Affidavit, which is attached hereto to as Attachment B.

7.2. Applicable Laws – Any contract resulting from a proposal submitted will be construed in accordance with and governed by the laws of the State of Indiana.

7.3. Trusts – In accordance with Indiana Code § 36-7-14-22, a proposal submitted by a trust (as defined in I.C. § 30-4-1-1) must identify the beneficiary of the trust and indicate whether the settlor is empowered to revoke or modify the trust.

7.4. Costs for Submitting Proposal – The City of Goshen or its Redevelopment Commission will not be liable for any costs incurred by the respondents in replying to this Request for Proposals. The City of Goshen or its Redevelopment Commission are not liable for any costs for work or services performed by the selected Proposer prior to the award of a contract.

7.5. Authority to Bind Submitting Entity – The signatory for the entity submitting a proposal represents that he or she has been duly authorized to execute the proposal documents on behalf of the submitting entity and has obtained all necessary or applicable approvals to make this submission on behalf of said entity when his or her signature is affixed to the proposal.

ATTACHMENT A



ATTACHMENT B

NON-COLLUSION AFFIDAVIT

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Offeror has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other Offeror or person (i) relative to the price(s) proposed herein or to be proposed by another person, or (ii) to prevent any person from proposing, or (iii) to induce a person to refrain from proposing; and furthermore, this Proposal is made and submitted without reference to any other Proposals and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such proposing in any way or manner whatsoever.

By: _____ Date: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me, a Notary Public in and for said County and State,
on this, the _____ day of _____, 2025.

Printed: _____
My commission expires: _____
Resident of _____ County, Indiana



Department of Community Development
CITY OF GOSHEN

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Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request for Permission to Pursue Community Crossings Matching Grant (CCMG) Funding for Corrie, Sourwood, Hackberry and Firethorn Roadway Reconstruction

DATE: July 8, 2025

Staff is requesting the Commission's approval to pursue Community Crossings Matching Grant (CCMG) funding for the reconstruction of Corrie, Sourwood, Hackberry, and Firethorn roads. All four roadways are currently included in the Redevelopment Commission's 5-Year Capital Plan for full reconstruction, with both design and construction costs already accounted for.

In response to recent legislative changes, anticipated shortfalls in City funding, and the understanding that the RDC will be the primary funding source for projects within TIF areas, staff recommends applying for CCMG funds to help extend the impact of local dollars.

The State offers two CCMG funding rounds annually, each with a maximum local match of \$1.5 million. While the Engineering Department typically applies once per year for annual paving projects, limited matching funds have prevented participation in both rounds. Staff proposes that the RDC take advantage of the second CCMG round to support capital improvements within TIF districts.

Due to changes associated with Spring 2025 legislation, the second funding round has been delayed; however, it is still expected to occur before year-end. Staff is seeking the Commission's permission to apply for funding once the application window opens.

Engineering has developed rough preliminary cost estimates based on spring paving bid results (attached), and it is anticipated that all four roadway projects can be completed with a \$1.5 million contribution from the RDC and a matching CCMG award.

Suggested Motion: Grant permission to pursue Community Crossings Matching Grant (CCMG) Funding for Corrie, Sourwood, Hackberry and Firethorn Roadway Reconstruction and authorize the Mayor to sign the financial commitment letter at the time of submission

CCMG 2025-2 - Estimate

Corrie Dr, Sourwood Dr, Firethorn Dr, and Hackberry Dr Summary

Item No.	Estimated Quantity	Unit	Description	Engineer's Estimate	
				Unit Price	Total Price
1	1	LSUM	Mobilization and Demobilization	\$ 75,000.00	\$ 75,000.00
2	1	LSUM	Construction Engineering	\$ 60,000.00	\$ 60,000.00
3	1	LSUM	Traffic Control	\$ 30,000.00	\$ 30,000.00
4	31,105	SYD	Pavement Removal (All Types)	\$ 6.50	\$ 202,182.50
5	1	LSUM	Linear Grading and Roadway Prep	\$ 150,000.00	\$ 150,000.00
6	32	LFT	Concrete Curb (All Types)	\$ 125.00	\$ 4,000.00
7	2,580	TONS	1.5" HMA Surface	\$ 130.00	\$ 335,400.00
8	3,435	TONS	2.0" HMA Binder	\$ 110.00	\$ 377,850.00
9	6,870	TONS	4.0" HMA Base	\$ 105.00	\$ 721,350.00
10	10,275	TONS	INDOT No. 9 Aggregate	\$ 45.00	\$ 462,375.00
11	31,105	SYD	Tensar InterAx NX750	\$ 8.00	\$ 248,840.00
12	9,932	LFT	4", Thermoplastic, White, Single Line	\$ 2.25	\$ 22,347.00
13	1	LSUM	Landscape Restoration	\$ 12,000.00	\$ 12,000.00

\$ 2,701,344.50

Plus 10% \$ 270,134.45

Engineer's Estimate (+/-)= \$ 2,971,478.95

CCMG 2025-2 - Estimate

Project: Corrie Dr and Sourwood Drive - Kercher Rd to CR 40 (Full Depth Replacement)

Item No.	Estimated Quantity	Unit	Description	Engineer's Estimate	
				Unit Price	Total Price
1	1	LSUM	Mobilization and Demobilization	\$ 25,000.00	\$ 25,000.00
2	1	LSUM	Construction Engineering	\$ 20,000.00	\$ 20,000.00
3	1	LSUM	Traffic Control	\$ 10,000.00	\$ 10,000.00
4	18,245	SYD	Pavement Removal (All Types)	\$ 6.50	\$ 118,592.50
5	1	LSUM	Linear Grading and Roadway Prep	\$ 50,000.00	\$ 50,000.00
6	1,510	TONS	1.5" HMA Surface	\$ 130.00	\$ 196,300.00
7	2,010	TONS	2.0" HMA Binder	\$ 110.00	\$ 221,100.00
8	4,020	TONS	4.0" HMA Base	\$ 105.00	\$ 422,100.00
9	6,025	TONS	INDOT No. 9 Aggregate	\$ 45.00	\$ 271,125.00
10	18,245	SYD	Tensar InterAx NX750	\$ 8.00	\$ 145,960.00
11	9,932	LFT	4", Thermoplastic, White, Single Line	\$ 2.25	\$ 22,347.00
12	1	LSUM	Landscape Restoration	\$ 4,000.00	\$ 4,000.00

\$ 1,506,524.50

Plus 10% \$ 150,652.45

Engineer's Estimate (+/-)= \$ 1,657,176.95

CCMG 2025-2 - Estimate

Project: Firethorn Drive - Kercher Rd to Hackberry Dr (Full Depth Replacement)

Item No.	Estimated Quantity	Unit	Description	Engineer's Estimate	
				Unit Price	Total Price
1	1	LSUM	Mobilization and Demobilization	\$ 25,000.00	\$ 25,000.00
2	1	LSUM	Construction Engineering	\$ 20,000.00	\$ 20,000.00
3	1	LSUM	Traffic Control	\$ 10,000.00	\$ 10,000.00
4	6,540	SYD	Pavement Removal (All Types)	\$ 6.50	\$ 42,510.00
5	1	LSUM	Linear Grading and Roadway Prep	\$ 50,000.00	\$ 50,000.00
6	32	LFT	Concrete Curb (All Types)	\$ 125.00	\$ 4,000.00
7	545	TONS	1.5" HMA Surface	\$ 130.00	\$ 70,850.00
8	725	TONS	2.0" HMA Binder	\$ 110.00	\$ 79,750.00
9	1,450	TONS	4.0" HMA Base	\$ 105.00	\$ 152,250.00
10	2,160	TONS	INDOT No. 9 Aggregate	\$ 45.00	\$ 97,200.00
11	6,540	SYD	Tensar InterAx NX750	\$ 8.00	\$ 52,320.00
12	1	LSUM	Landscape Restoration	\$ 4,000.00	\$ 4,000.00

\$ 607,880.00

Plus 10% \$ 60,788.00

Engineer's Estimate (+/-)= \$ 668,668.00

CCMG 2025-2 - Estimate

Project: Hackberry Drive between Sourwood and Firethorn (Full Depth Replacement)

Item No.	Estimated Quantity	Unit	Description	Engineer's Estimate	
				Unit Price	Total Price
1	1	LSUM	Mobilization and Demobilization	\$ 25,000.00	\$ 25,000.00
2	1	LSUM	Construction Engineering	\$ 20,000.00	\$ 20,000.00
3	1	LSUM	Traffic Control	\$ 10,000.00	\$ 10,000.00
4	6,320	SYD	Pavement Removal (All Types)	\$ 6.50	\$ 41,080.00
5	1	LSUM	Linear Grading and Roadway Prep	\$ 50,000.00	\$ 50,000.00
6	525	TONS	1.5" HMA Surface	\$ 130.00	\$ 68,250.00
7	700	TONS	2.0" HMA Binder	\$ 110.00	\$ 77,000.00
8	1,400	TONS	4.0" HMA Base	\$ 105.00	\$ 147,000.00
9	2,090	TONS	INDOT No. 9 Aggregate	\$ 45.00	\$ 94,050.00
10	6,320	SYD	Tensar InterAx NX750	\$ 8.00	\$ 50,560.00
11	1	LSUM	Landscape Restoration	\$ 4,000.00	\$ 4,000.00

\$ 586,940.00

Plus 10% \$ 58,694.00

Engineer's Estimate (+/-) = \$ 645,634.00



**Engineering Department
CITY OF GOSHEN**

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

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Memorandum

To: Goshen Redevelopment Commission

From: Engineering Department

RE: **COLLEGE AVE, PHASE II – RAILROAD COORDINATION FOR DESIGN PHASE
(DES NO. 2201239; JN 2023-0025)**

Date: July 8, 2025

College Avenue, Phase II will involve widening of the roadway and crossing signal replacements at the existing at-grade railroad crossing just east of Century Drive. Expected railroad coordination costs for the project during the design phase include fees that Norfolk Southern Railroad (Railroad) will charge for review of design plans and special provisions, preparing construction estimates, and administrative costs. Based on costs for Railroad design work during the Kercher Road reconstruction project, as well as other recent examples elsewhere in Indiana, Engineering is providing an internal estimate of design costs of approximately \$100,000. The final estimate will be provided by the Railroad.

Goshen Engineering will be requesting funding participation from MACOG. However, there is the possibility that Federal funds may not be available in this current State fiscal year. In order to proceed with the College Avenue – Phase II design process, Engineering is requesting the Redevelopment Commission approve funds for the full amount of the Railroad's design phase fees and authorize Engineering staff to sign the attached Norfolk Southern Public Project Billing Information Form, which will allow completion of the final preliminary engineering services estimate by the Railroad. An agreement between the Railroad and the City would be completed after the estimate is received. In the event that Federal funds are available, the INDOT-LPA contract for PE will be amended to add the Railroad preliminary engineering costs.

Suggested Motion: Move to approve funding for Norfolk Southern preliminary engineering fees for the design phase of the College Avenue – Phase II project and authorize Engineering staff to sign the Norfolk Southern Public Project Billing Information Form.



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Memorandum

To: Goshen Redevelopment Commission

From: Engineering Department

**RE: BLACKPORT DRIVE RECONSTRUCTION – PROJECT RE-SCOPING AND
REVISED COST ESTIMATE (DES NO. 2100020; JN 2022-0016)**

Date: July 8, 2025

Due to large increases in estimated project cost, along with significant future maintenance issues expected with a shared use path in the wetland area due to poor soils, the Redevelopment Commission had previously moved to discontinue the Blackport Drive project as originally envisioned. Following discussions with the City's design consultant, Egis, and with MACOG and INDOT, it was discovered that Goshen would be required to pay back the Federally funded portion of the preliminary engineering (PE) costs to-date if the project was cancelled outright. Total PE costs to-date are just above \$300,000. As previously discussed, the Redevelopment Commission instead decided to proceed with a reduced-scope Blackport Drive project that includes milling and asphalt surface overlay, which is a Preventative Maintenance project within the INDOT Local Public Agency Program.

Egis worked with Engineering staff to estimate costs for the revised mill-and-surface project, which also includes replacement of the culvert in the wetland area; paving mat within the wetland area; limited grading and curb to address problem drainage areas; and a new sidewalk between Lincoln Avenue and Dykstra Street on the east side of Blackport Drive. The estimated costs for the revised project are shown below, assuming a Federal funding level of 80%.

Table 1. Revised Blackport Drive Project Cost Estimate

Phase	Previous Quarter Estimates (Total)	Updated Estimates (Total)	Fed. Funds Awarded	Proposed Fed. Distribution	Local Match	Fed. %
Preliminary Engineering	\$936,200	\$936,200*	\$748,960	\$748,960	\$187,240	80%
Right-of-Way	\$250,000	\$132,000	(Removed)	\$105,600	\$26,400	80%
Construction & Contingency	\$5,609,000 - \$7,859,000	\$711,000	(Removed)	\$568,800	\$142,200	80%
Construction Engineering (CE)	\$729,170 - \$1,021,670	\$92,430.00	\$ -	\$73,944	\$18,486	80%
<i>Subtotal Construction</i>	<i>\$6,338,170 - \$8,880,670</i>	<i>\$803,430</i>	<i>\$0</i>	<i>\$642,744</i>	<i>\$160,686</i>	<i>80%</i>
TOTAL ALL PHASES	\$7,525,000 - \$10,067,000	\$1,871,630	\$748,960	\$1,497,304	\$374,326	80%

*Note: A reduction in Preliminary Engineering is expected.

Blackport Drive Reconstruction – Project Re-Scoping and Revised Cost Estimate

July 3, 2025

Page 2

Goshen Engineering staff presented the revised project to Councilor Schrock and the East Goshen Neighborhood Association (EGNA) in June. Continuing with a reduced-scope roadway project, instead of cancelling the project, was met with overall support. In addition, the project should address most of the local drainage issues cited during the EGNA meeting.

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 **June 11, 2025, through July 3, 2025**, and finds that entries are allowed in the total amount of **\$1,039,547.07**

APPROVED on July 8, 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: 96,632.50
158795	Invoice	7/10/2025	6/23/2025	7/23/2025	6/23/2025	15,000.00	0.00	0.00	0.00	15,000.00
CONSOLIDATED COURTS ROADWAY IMPRO...		AP1ST - AP1ST			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CONSOLIDATED COURTS ROADWAY IM...	N/A		0.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT				15,000.00	100.00%				
158796	Invoice	7/10/2025	6/23/2025	7/23/2025	6/23/2025	72,000.00	0.00	0.00	0.00	72,000.00
ENC CHERRY CREEK		AP1ST - AP1ST			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ENC CHERRY CREEK	N/A		0.00	0.00	72,000.00	0.00	0.00	0.00	72,000.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				72,000.00	100.00%				
158896	Invoice	7/10/2025	6/25/2025	7/25/2025	6/25/2025	1,032.50	0.00	0.00	0.00	1,032.50
LINCOLN STEURY RECONSTRUCTION		AP1ST - AP1ST			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
LINCOLN STEURY RECONSTRUCTION	N/A		0.00	0.00	1,032.50	0.00	0.00	0.00	1,032.50	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS				1,032.50	100.00%				
158975-11	Invoice	7/10/2025	6/30/2025	7/30/2025	6/30/2025	7,900.00	0.00	0.00	0.00	7,900.00
ENC COLLEGE AVENUE PHASE 3		AP1ST - AP1ST			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ENC COLLEGE AVENUE PHASE 3	N/A		0.00	0.00	7,900.00	0.00	0.00	0.00	7,900.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				7,900.00	100.00%				
1589765-5	Invoice	7/10/2025	6/30/2025	7/30/2025	6/30/2025	700.00	0.00	0.00	0.00	700.00
EISENHOWER & CARAGANA CT RECONSTRU...		AP1ST - AP1ST			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
EISENHOWER & CARAGANA CT RECONS...	N/A		0.00	0.00	700.00	0.00	0.00	0.00	700.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				700.00	100.00%				
Vendor: 0200180 - ACCELERATE INDIANA MUNICIPALITIES										Vendor Total: 125.00
7/2/25 - ANNUAL	Invoice	7/10/2025	7/1/2025	7/31/2025	7/1/2025	125.00	0.00	0.00	0.00	125.00
2025-2026 ANNUAL DUES		AP1ST - AP1ST			No					

Payable Register

Packet: APPKT02708 - RDC 7/10/25

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		
2025-2026 ANNUAL DUES Distributions	N/A	0.00	0.00	125.00	0.00	0.00	0.00	125.00		
Account Number	Account Name	Project Account Key	Amount	Percent						
2226-5-00-4390301	REDV OP/SUBS & DUES		125.00	100.00%						

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

Vendor Total: 38,715.63

191723-45	Invoice	7/10/2025	6/18/2025	7/18/2025	6/18/2025	1,980.00	0.00	0.00	0.00	1,980.00
ENC COLLEGE AVENUE PHASE 1		AP1ST - AP1ST		No						
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
ENC COLLEGE AVENUE PHASE 1		N/A		0.00	0.00	1,980.00	0.00	0.00	0.00	1,980.00
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4445-5-00-4310502		SE E.D. TIF/CONTR SVCS				1,980.00	100.00%			

191725-26	Invoice	7/10/2025	6/18/2025	7/18/2025	6/18/2025	36,735.63	0.00	0.00	0.00	36,735.63
ENC COLLEGE AVE PHASE 2		AP1ST - AP1ST		No						
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
ENC COLLEGE AVE PHASE 2		N/A		0.00	0.00	36,735.63	0.00	0.00	0.00	36,735.63
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				36,735.63	100.00%				

Vendor: [0200200 - CITY OF GOSHEN](#)

Vendor Total: 14,237.96

7/1/25 SPRINGTIF	Invoice	7/10/2025	7/1/2025	7/31/2025	7/1/2025	14,237.96	0.00	0.00	0.00	14,237.96
24P25 SPRING TIF REIMBURSEMENT	AP1ST - AP1ST	No								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
24P25 SPRING TIF REIMBURSEMENT	N/A	0.00	0.00	14,237.96	0.00	0.00	0.00	14,237.96		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				14,237.96	100.00%				

Vendor: [0200587 - ELKHART COUNTY LANDFILL](#)

Vendor Total: 302,280.24

21976	Invoice	7/10/2025	6/1/2025	7/1/2025	6/1/2025	302,280.24	0.00	0.00	0.00	302,280.24
ARIEL CYCLEWORKS SOIL REMOVAL		AP1ST - AP1ST			No					
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
ARIEL CYCLEWORKS SOIL REMOVAL		N/A		0.00	0.00	302,280.24	0.00	0.00	0.00	302,280.24
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4446-5-00-4420000		CONS RR/US33/CAPITAL PROJECT				302,280.24	100.00%			

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

Vendor Total: 15,796.13

7/1/25 SPRING TIF REIMB	Invoice	7/10/2025	7/1/2025	7/31/2025	7/1/2025	15,796.13	0.00	0.00	0.00	15,796.13
24P25 SPRING TIF REIMBURSEMENT		AP1ST - AP1ST		No						
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
24P25 SPRING TIF REIMBURSEMENT		N/A		0.00	0.00	15,796.13	0.00	0.00	0.00	15,796.13
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4445-5-00-4420000		SE E.D. TIF/CAPITAL PROJ				15,796.13	100.00%			

Vendor: [0201131 - ICE MILLER LLP](#)

Vendor Total: 44,819.50

Payable Register

Packet: APPKT02708 - RDC 7/10/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code		On Hold							
01-2517982	Invoice	7/10/2025	4/15/2025	5/15/2025	4/15/2025	44,819.50	0.00	0.00	0.00	44,819.50
POOL PROJECT PROFESSIONAL SERVICES		AP1ST - AP1ST			No					
Items										
Item Description		Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
POOL PROJECT PROFESSIONAL SERVICES		N/A	0.00	0.00	44,819.50	0.00	0.00	0.00	44,819.50	
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4445-5-00-4390930		SE E.D. TIF/OTHER SVC CHGS				44,819.50	100.00%			

Vendor: [0207255 - INDIANA MEDIA GROUP](#)

Vendor Total: 87.80

1935561	Invoice	7/10/2025	6/27/2025	7/27/2025	6/27/2025	87.80	0.00	0.00	0.00	87.80
TIF AMENDMENTS PUBLIC NOTICE		AP1ST - AP1ST		No						
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
TIF AMENDMENTS PUBLIC NOTICE		N/A		0.00	0.00	87.80	0.00	0.00	0.00	87.80
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
2226-5-00-4330000		REDV OP/PRINTING &				87.80	100.00%			

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

Vendor Total: 3,080.00

0051259-8	Invoice	7/10/2025	6/30/2025	7/30/2025	6/30/2025	2,690.00	0.00	0.00	0.00	2,690.00
ENC CENTURY DRIVE RECONSTRUCTION		AP1ST - AP1ST	No							
Items										
Item Description		Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
ENC CENTURY DRIVE RECONSTRUCTION		N/A	0.00	0.00	2,690.00	0.00	0.00	0.00	2,690.00	
Distributions										
Account Number		Account Name	Project Account Key		Amount	Percent				
4445-5-00-4310502		SE E.D. TIF/CONTR SVCS			2,690.00	100.00%				

0051297	Invoice	7/10/2025	6/30/2025	7/30/2025	6/30/2025	390.00	0.00	0.00	0.00	390.00
WINONA TRAIL EXTENSION		AP1ST - AP1ST	No							
Items										
Item Description		Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
WINONA TRAIL EXTENSION		N/A	0.00	0.00	390.00	0.00	0.00	0.00	390.00	
Distributions										
Account Number		Account Name	Project Account Key		Amount	Percent				
4445-5-00-4310502		SE E.D. TIF/CONTR SVCS			390.00	100.00%				

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

Vendor Total: 448,069.56

12	Invoice	6/16/2025	6/16/2025	7/16/2025	6/16/2025	90,973.79	0.00	0.00	0.00	90,973.79
CONSOLIDATED COURTS ROADWAY IMPRO...		AP1ST - AP1ST		No						
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
CONSOLIDATED COURTS ROADWAY IM...		N/A		0.00	0.00	90,973.79	0.00	0.00	0.00	90,973.79
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4446-5-00-4420000		CONS RR/US33/CAPITAL PROJECT				90,973.79	100.00%			
13187	Invoice	7/10/2025	6/23/2025	7/23/2025	6/23/2025	131,889.72	0.00	0.00	0.00	131,889.72
LINCOLN STEURY RECONSTRUCTION		AP1ST - AP1ST		No						
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
LINCOLN STEURY RECONSTRUCTION		N/A		0.00	0.00	131,889.72	0.00	0.00	0.00	131,889.72
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4502-5-00-4440000		ARP/CAPITAL OUTLAYS				131,889.72	100.00%			
13189	Invoice	7/10/2025	6/23/2025	7/23/2025	6/23/2025	225,206.05	0.00	0.00	0.00	225,206.05
LINCOLN STEURY RECONSTRUCTION		AP1ST - AP1ST		No						

Payable Register

Packet: APPKT02708 - RDC 7/10/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
LINCOLN STEURY RECONSTRUCTION	N/A		0.00	0.00	225,206.05	0.00	0.00	0.00	225,206.05	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
4502-5-00-4440000	ARP/CAPITAL OUTLAYS				225,206.05	100.00%				

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

Vendor Total: 75,702.75

7/1/25 SPRING TIF REIMBURSEME	Invoice	7/10/2025	7/1/2025	7/31/2025	7/1/2025	75,702.75	0.00	0.00	0.00	75,702.75
24P25 SPRING TIF REIMBURSEMENT		AP1ST - AP1ST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
24P25 SPRING TIF REIMBURSEMENT	N/A	0.00	0.00	75,702.75	0.00	0.00	0.00	75,702.75
Distributions								
Account Number	Account Name		Project	Account Key	Amount	Percent		
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				75,702.75	100.00%		

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	19	1,039,547.07	0.00	0.00	0.00	1,039,547.07	0.00	1,039,547.07
Grand Total:		1,039,547.07	0.00	0.00	0.00	1,039,547.07	0.00	1,039,547.07

Account Summary

Account	Name	Amount
2226-5-00-4330000	REDV OP/PRINTING &	87.80
2226-5-00-4390301	REDV OP/SUBS & DUES	125.00
Total:		212.80

Account	Name	Amount
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS	50,395.63
4445-5-00-4390930	SE E.D. TIF/OTHER SVC CHGS	44,819.50
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ	177,736.84
Total:		272,951.97

Account	Name	Amount
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS	1,032.50
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT	408,254.03
Total:		409,286.53

Account	Name	Amount
4502-5-00-4440000	ARP/CAPITAL OUTLAYS	357,095.77
Total:		357,095.77



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

An agreement is in place with American Structurepoint to serve as the City's agent. A site meeting was completed on November 2, 2023, with Federal Railroad, Norfolk Southern, American Structurepoint and City staff to assess each crossing within this corridor and the improvements as they relate to the quiet zone scoring. The notice of intent was distributed, and the comment period ended late 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 a delegation letter needed for the CR 42 railroad crossing. The application should be submitted this month. We anticipate an 8–12-month approval timeline after submittal.

2. STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

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

PROJECT UPDATE

Niblock Excavating was awarded the contract for the project and mobilized in August. 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 through the remainder of the 2025 season. Water main has been replaced from Logan Street to Steury Avenue, and water and sanitary services on Lincoln Avenue have been replaced in the right-of-way. Niblock completed new storm outfalls to Rock Run Creek and is continuing to install storm sewer on Lincoln Avenue and Olive Street. Storm sewer and additional sanitary and water services will be constructed on Lincoln Avenue east of Steury Avenue later this summer, and the roadway will be reconstructed with curb-and-gutter. In 2026, Lincoln Avenue will re-open and work will continue along Steury Avenue with drainage improvements, utility replacements, and the reconstruction of the roadway to smooth out the "S" curves.

3. FORMER WESTERN RUBBER SITE / ARIEL CYCLEWORKS DEVELOPMENT

PROJECT DESCRIPTION

The Western Rubber site went through an extensive demolition and environmental remediation process and is now considered a buildable site. The vacant parcel contains approximately 170,000 square feet and is located east of the Norfolk Railroad, north of Plymouth Avenue.

PROJECT UPDATE

AP Development is moving forward with a mixed-use project featuring approximately 136 apartments and 1,000 square feet of commercial space. 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 soil that remains beneath the clean cap on the site. Per the Development Agreement, the 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.

The City's portion of the project is substantially complete, which included improvements to 10th Street, Douglas Street and Reynolds Street. New water main and storm sewer have been installed. Water and sanitary services have been extended to homes and stubbed out to the Ariel Cycleworks site. Roadways have been reconstructed.

4. 3rd & JEFFERSON REDEVELOPMENT LOT

PROJECT DESCRIPTION

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

PROJECT UPDATE

We are requesting the Commission's permission at this month's meeting to issue a new Request for Proposals for the development of this property.

5. MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

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

PROJECT UPDATE

The Commission approved a Development Agreement in March 2025. Staff will continue coordinating with the development team from Viewrail, with plans to transfer the land in late summer or early fall. The project includes

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the construction of 18 townhomes on the site. We've entered into an agreement with Abonmarche for the required replat of the subdivision to adjust the western property line and that process will be completed this summer.

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 bid date of the project was moved to December of this year to allow more time for other utilities to complete work plans. Utility relocation work and bridge removal is expected in 2026. Bridge and roadway construction would follow in 2027.

Estimated costs are shown in Table 1 on page 9 of the Report.

7. COLLEGE AVE FROM US 33 WEST TO NINTH STREET - (COLLEGE AVE – PHASE 3)

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10-foot multi-use path on the north side of College Ave from US 33 west to Ninth Street. The 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 initial utility coordination, design, and environmental assessment. Stage I plans were completed and have been submitted to INDOT.

Stage I plan preparation included a revised estimate of construction costs, which have increased since the initial project application. Structurepoint included contingency within the estimate, and the per-mile cost is consistent with College Avenue – Phase 1 and Phase 2. Revised cost estimates are shown in Table 1 on page 9 of the Report. The project is scheduled to be bid in August 2029. Considering utility relocations, it is likely that construction will extend into 2031.

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

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Abonmarche has completed field survey work and is working on utility coordination, environmental assessment, and design. Railroad coordination has also started. Stage I plans have been reviewed and submitted. Abonmarche and the City are working with Elkhart County and Brinkley RV toward an alternate alignment of the County's regulated drains. If an agreement is reached, this would reduce the needed stormwater infrastructure within the project.

Estimated costs are shown in Table 1 on page 9 of the Report. The project is scheduled to bid in August 2028. Construction may begin that fall and would extend through 2029, at least.

9. NEW SOUTH FIRE STATION PROJECT

PROJECT DESCRIPTION

This project includes construction of a new, 4th fire station for the City of Goshen on city-owned land along CR 40 near Corrie Drive. The approved 5-Year Capital Plan includes debt service associated with a bond issuance to assist in funding the construction. The new fire station was originally intended to replace the College Avenue station, 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

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

Construction was initially expected to begin in May 2025. However, the project is being slowed until the State Legislature concludes this year's session, as several significant budget cuts are being proposed for cities. Staff is currently evaluating whether building a new station remains feasible given existing staffing levels and funding.

Regardless of this year's construction timeline, full construction plans will be completed so the city can proceed when the timing is appropriate. The annexation of the land is complete. An amended scoping agreement is being presented today for approvals to allow for full payment of the work completed to date since the BOT project will not occur as originally planned.

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. We are nearly ready to bid the project and anticipate that occurring before the end of the year for a 2026 construction season.

11. ELKHART COUNTY COURT COMPLEX

PROJECT DESCRIPTION

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

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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 in 2024. Niblock is actively working on the remaining portion of the project, which includes a roundabout at Reliance Road and Peddlers Village Road, and reconstruction of Peddlers Village Road to County Road 17. The roundabout is expected to be open for Reliance Road traffic by mid-August, but work will continue on Peddlers Village Road.

12. KERCHER WELLFIELD LAND PURCHASE

PROJECT DESCRIPTION

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

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

13. FIDLER POND CONNECTOR PATH

PROJECT DESCRIPTION

There is a strong community desire to see a trailway connecting East College Avenue and the neighborhoods in that area to Fidler Pond Park. Various options have been considered over the years, but a consensus on the best route and determination of constructability has not yet been reached.

PROJECT UPDATE

An RFP is being prepared to hire a consultant to assist the city in evaluating route options and obtaining resident feedback from this area. Once a route is selected, we will move forward with the project design. It is anticipated that construction of any trailway connection will not occur until the East College Avenue – Phase I project is completed in 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. The path design is complete, and we are awaiting approval of the railroad permit for the new pedestrian crossing just north of Waterford Mills Parkway. Assuming the railroad permit effort can be completed soon, the project could be bid this year for construction this fall.

15. GOSHEN NEWS WAREHOUSE ACQUISITION

PROJECT DESCRIPTION

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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 Goshen News for the property. While staff has continued to negotiate for a favorable agreement with the owners, conversations have currently stalled.

16. ANNEX RENOVATION PROJECT

PROJECT DESCRIPTION

The city is planning updates to the Annex building, including renovating the 2nd floor to create additional office space, installing fire suppression throughout the building, and adding a new elevator to improve accessibility. Kil Architecture has completed the design plans, and an RFP was issued to hire a Construction Manager as Constructor (CMc). This approach, similar to the BOT model, allows the city to engage a General Contractor early in the process to collaborate with the design team on cost estimation, constructability, and value engineering before finalizing a Guaranteed Maximum Price (GMP).

PROJECT UPDATE

The city has executed an agreement with DJ Construction as the CMc for this project. A baseline budget review meeting based upon the current design 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. However, due to the impacts of recent State legislation, the full Annex Renovation project is currently on hold. The City is working with DJ Construction to obtain estimates for a revised and reduced scope of work, including, at minimum, replacement of the platform lift, installation of more energy efficient windows, and mortar repairs.

17. CENTURY DRIVE RECONSTRUCTION

PROJECT DESCRIPTION

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

PROJECT UPDATE

JPR has been hired as consultant for this project. Final plans are nearly complete and project specifications are being prepared. It is anticipated that this project will go out to bid in July. The goal is to complete construction of Century Drive between College Avenue and Eisenhower Drive before the College Avenue – Phase I 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 consultant for this project. It is anticipated that the project will go out to bid late this summer, but construction of the project would occur in 2026.

19. DIERDORFF ROAD RECONSTRUCTION – PHASE I

PROJECT DESCRIPTION

Project includes complete reconstruction of Dierdorff Road from Waterford Mills Parkway/CR 40 north to Kercher Road. Includes addition of a designated center turn lane, construction of a pedestrian trailway on the west side of the roadway and a new signalized intersection at Waterford Mills Parkway/CR 40 as recommended by the traffic study that has been completed. An additional signalized intersection at Regent Street is being considered due to the traffic volumes associated with Prairie View Elementary and the development of Cherry Creek.

PROJECT UPDATE

An RFP for this project will be issued this summer for the design of the overall project. Geotechnical conditions will be given significant consideration as a deep layer of topsoil is known to exist in this area.

20. TRAILWAY EXTENSION – LINCOLN AVENUE TO PIKE STREET

PROJECT DESCRIPTION

Project includes design of a trailway extending from Lincoln Avenue north to Pike Street along the Elkhart River. This trail would be a continuation of the trailway from Goshen Dam Pond to Lincoln and associated work includes surveying of the land, design of the trail and also evaluation of the feasibility of a pedestrian bridge beneath the Lincoln Avenue bridge. If determined feasible, the bridge would be constructed as part of the trail project.

PROJECT UPDATE

An RFP for this project will be issued this summer 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.