

GOSHEN REDEVELOPMENT COMMISSION AGENDA FOR THE REGULAR MEETING OF September 9, 2025

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

The Goshen Redevelopment Commission will meet on September 9, 2025 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

- 1. CALL TO ORDER/ROLL CALL
- 2. CHANGES TO THE AGENDA
- 3. APPROVAL OF MINUTES
- 4. NEW BUSINESS
 - a. **Resolution 23-2025** A Resolution of the Goshen Redevelopment Commission Approving of Geothermal Easement for Cherry Creek Development
 - b. **Resolution 24-2025** A Resolution of the Goshen Redevelopment Commission Authorizing the Transfer of Title for Real Estate
 - c. Request for Local Tree Clearing Project College Avenue Phase 1
 - d. Request to Issue a Request for Proposals for 113 West Jefferson Street / 233 South Main Street
 - e. Request to Issue a Request for Proposals for 908 North Sixth Street
- 5. APPROVAL OF REGISTER OF CLAIMS
- 6. MONTHLY REDEVELOPMENT STAFF REPORT
- 7. OPEN FORUM

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

8. ANNOUNCEMENTS

Next Regular Meeting – October 14, 2025 at 3:00 p.m.

9. EXECUTIVE SESSION

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

REDEVELOPMENT COMMISSION MEMBERS

Brain Garber, Mayor Appointee 1/2025 – 12/2025 Jonathan Graber, Mayor Appointee 1/2025 – 12/2025 Megan Hessl, 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 August 12, 2025

The Goshen Redevelopment Commission met in a regular meeting on August 12, 2025, at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

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

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

Absent: Bradd Weddell

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve the minutes of the July 8, 2025, regular meeting.

The motion was adopted unanimously.

OPEN PROPOSALS – Third and Jefferson Development Lot

Becky Hutsell, Redevelopment Director, no full price proposals were received. The RFP remain open for an additional 30 days for less than full price proposals. Proposals submitted will be opened at the September 11, 2025, Board of Works meeting. Ms. Hutsell asked for volunteers to review the proposals and Commissioner Hessl and Commissioner Graber volunteered.

REQUESTS

Request to Grant a Geothermal Easement for Cherry Creek

Becky Hutsell, Redevelopment Director, the developer is switching to geothermal due to NIPSCO limitations. A coil system planned under a wet retention pond for nearly 100 condo units Goshen Legal and Engineer Departments are working on easement language.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessl to Grant a Geothermal Easement for Cherry Creek

The motion was adopted unanimously.

Request to Allow Use of 410 West Pike Street for Construction Staging and Contractor Parking

Becky Hutsell, Redevelopment Director, the former Subway site on Pike Street has been bought for development. Ancon Construction is requesting permission to use RDCs property at 410 W Pike Street for construction staging and contractor parking. This location is all hard surface.

A motion was made by Commissioner Graber and seconded by Commissioner Weddell to Allow Use of 410 West Pike Street for Construction Staging and Contractor Parking

The motion was adopted unanimously.

Request for Agreement with Abonmarche Consultants for Additional Drainage Analysis and Legal Description for College Avenue Phase II

Andrew Lund, Engineering Project Manager, Elkhart County has regulated drains running along the north and south sides of the existing roadway. A change is being made to permanently reroute laterals through the Brinkly development. Abonmarche Consultants to update drainage analysis and legal descriptions for the relocated Elkhart County regulated drains at a cost of \$44,900.00. Mr. Lund explained the map that was included in the packet.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to authorize negotiation of an agreement with Abonmarche Consultants for additional drainage analysis and legal description for the relocated Elkhart County Regulated Drains in the vicinity of the College Avenue Phase II project and authorize the Redevelopment Director to sign the agreement.

The motion was adopted unanimously.

Request to Approve Railroad Coordination Contract for Preliminary Engineering Services for College Avenue Reconstruction Phase II

Andrew Lund, Engineering Project Manager, A request was approved at the July meeting to move forward getting an estimate from Norfolk Southern. Norfolk Southern has submitted a detailed estimate and draft agreement for preliminary engineering services required for their review of the widened roadway and crossing signal replacements at the existing at-grade railroad crossing. Estimated cost for the design work is \$57,839. Engineering staff has requested a response about funding participation from MACOG.

A motion was made by Commissioner Weddell and seconded by Commissioner Hessl to approve and authorize Redevelopment Director to sign agreement with Norfolk Southern for preliminary engineering services for the design phase of College Avenue Phase II

The motion was adopted unanimously.

<u>Request to Issue a Request for Proposals (RFP) for Construction Engineering Services – College</u> Avenue Phase I Vehicle Bridge

Andrew Lund, Engineering Project Manager, this project is scheduled for letting in December. For LPA projects, the city hires a Construction Inspection Consultant to ensure construction meets INDOT and project specific standards. These services are estimated at over \$1,000,000 for this project. Requesting approval to advertise for this project via the INDOT website and complete scoring of the Letters of Interest received. Requesting volunteers to score Letter of Interest received.

Discussion and comments about possible delays from utility companies and the effect on the project.

Mayor Leichty commented that several conversations have been held with NIPSCO, and they understand there have been many issues with local municipalities, and they have indicated they would like to establish regular communication with our Director of Public Works to ensure that there are proactive plans and responses.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve issuance of Request for Proposals for Construction Engineering Services College Avenue Reconstruction Phase II Vehicle Bridge

The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Hessl to approve the Register of Claims of a total of \$ 1,292,015.55

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Dustin Sailor, Director of Public Works, commented that the roundabout at Reliance & Peddlers Village Road is scheduled to be opened by Saturday, August 16, 2025. NIPSCO electric has been given the notice to proceed in April of this year to put their lights around the roundabout, which they say will be completed next week.

The Lincoln Avenue project is working on Phase 1A and once paved will move to Phase 1B which is from the shooting range to the radio station east.

Becky Hutsell, Redevelopment Director, Lacasa has received funding for the 6-unit housing complex on the south side of Lincoln Avenue, just south of Olive Street. Their goal will be to start construction next year.

OPEN FORUM

Becky Hutsell, Redevelopment Director, working with Baker Tilly to fully understand the TIF impact from SB1. At this moment, the rough numbers look like about a 3.87 million loss over the next 6 years, so in certain areas it may be worth carving some of the residential properties out. All residential properties, the base tax rate is zero, and with the new bill it will put those properties in negative increment, which must be made up.

Ms. Hutsell updates the progress of the downtown vaults in which we are currently working at the intersection of Main and Washington Street. The property owner agreed to move forward, and Engineering is requesting proposals to get a quote, so there is a single contractor doing all the vault work.

Dustin Sailor, Director of Public Works, Parking Lot Q, north of Clinton Street, will have the Special Ops crewing looking to start towards the end of the month.

It was announced that the next regular meeting is scheduled for September 9, 2025, at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

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

APPROVED on September 9, 2025

GOSHI	N REDEVELOPMENT COMMIS
Brian G	arber, President
 Jonatha	Graber, Secretary



Department of Community Development CITY OF GOSHEN

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

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

MEMORANDUM

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Resolution 23-2025 – A Resolution of the Goshen Redevelopment Commission Approving

a Geothermal Easement for Cherry Creek Development

DATE: September 9, 2025

At the August Commission meeting, the Commission approved an easement for Cherry Creek, LLC beneath the retention pond located on the west side of the development. Since then, the developer has revised the geothermal plan, opting to install vertical wells between the condominium buildings and the pond rather than the originally proposed coil system beneath the pond.

This revised approach will help ensure that future maintenance of the geothermal system does not interfere with the development's overall drainage system.

We are now requesting approval of Resolution 23-2025 to grant the modified easement for the geothermal system, as outlined in the attached easement document.

Goshen Redevelopment Commission Resolution 23-2025

A Resolution of the Goshen Redevelopment Commission Approving of Geothermal Easement for Cherry Creek Development

Whereas, the Goshen Redevelopment Commission ("Commission") owns certain real estate, identified as Parcel No. 20-11-27-426-027.000-015 (the "Real Estate");

Whereas, Cherry Creek, LLC ("Cherry Creek") has entered into an Economic Development Agreement dated August 2, 2023, with the City of Goshen for the development of a mixed-use residential and commercial project;

Whereas, Cherry Creek has requested an easement to install, operate, and maintain on the Real Estate a closed-loop vertical well geothermal heat exchange system to provide heating and cooling for part of the development;

Whereas, the Commission previously granted easements to Cherry Creek for related purposes, including drainage and stormwater, said easements and agreements recorded with the Office of the Elkhart County Recorder as Document Nos. 2024-09850, 2024-11681, and 2025-07983 (the "Existing Easements");

Whereas, the Commission supports the successful completion of the Cherry Creek development project and finds it is in the public interest to grant the proposed Easement, attached hereto as Exhibit 1, subject to the conditions contained therein, including requirements for system design, inspection, maintenance, abandonment, indemnification, and restoration of City property; and

Whereas, the Commission has reviewed the proposed Easement and finds that approval and execution of the Easement are necessary and proper;

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

- 1. The Commission hereby approves the granting of an easement to Cherry Creek, LLC for the purpose of installing, operating, and maintaining a closed-loop vertical well geothermal heat exchange system, as specified in Exhibit 1 to this Resolution.
- 2. The President and Secretary of the Commission is hereby authorized to execute the easement document and agreement with Cherry Creek, LLC, attached hereto.

3.	This	authorization	shall	expire	one	(1)	year	from	the	date	of	adoption	if	the
	ease	ment documer	ıtatior	has no	t bee	en e	xecut	ed.						

4.	This resolution	shall be in	full force and	effect up	on its ado	otion.
4.	THIS TESTIBLION	snan be m	iuii iorce and	enect up	UI.	i its auoj

PASSED	and	ADOPTED	by	the	Goshen	Redevelopment	Commission	this	September	9,
2025.										

President		
Secretary		

EASEMENT

City of Goshen, Indiana, Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana ("City"), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, grants to Cherry Creek, LLC, an Indiana limited liability company ("Grantee"), whose mailing address is 1630 Timberline Drive, Goshen, Indiana 46526, for One Dollar (\$1.00) and other good and valuable consideration, an easement over, across, and through real property situated in Elkhart County, State of Indiana, described in Exhibit A attached hereto and made a part hereof, and depicted on the Easement Sketch attached hereto and made a part hereof as Exhibit B (hereinafter referred to as "Easement").

The Easement is part of Parcel Number 20-11-27-426-027.000-015. Grantor obtained title to the real property on which the Easement is located by Warranty Deed dated August 7, 2023 and recorded September 13, 2023, in the Office of the Recorder of Elkhart County, Indiana as Instrument No. 2023-15274.

The Easement is granted and conveyed to Grantee for geothermal energy utility purposes only. City grants Grantee access to the Easement for the purpose of accessing, installing, operating, and maintaining a closed-loop vertical well geothermal heat exchange system and related facilities, including any appurtenances as may be required. Grantee shall construct and install vertical geothermal wells, header pipes, supply and return lines, and all necessary components within the Easement Area. The system shall consist of approximately 186 vertical wells (93 wells for each building on Lots 1 and 2 of the Cherry Creek Subdivision), with wells spaced at eight (8) feet on center. All wells shall be positioned a minimum of nine (9) feet from any future storm sewer infrastructure and a minimum of six (6) feet from the top of bank of the retention pond located on Parcel No. 20-11-27-426-027.000-015.

Grantee shall maintain this geothermal system, such maintenance to include regular inspection, leak detection, fluid level monitoring, and repair or replacement of any system components. Heat transfer fluids shall be limited to non-toxic, closed-loop approved antifreeze solutions consistent with IDEM or IGSHPA standards. The system shall be pressure-tested prior to operation and retested at intervals not to exceed five (5) years, with results provided to the City Engineering Department.

The geothermal system shall be designed, installed, and maintained in a manner that does not impair the retention's pond storage capacity, interfere with inlet or outlet structures, or interfere with storm sewer infrastructure. Grantee shall coordinate all installation and major maintenance activities with the City's Engineering Department and provide minimum thirty (30) days written notice. Repair required by system failures, leaks, or future modifications to accommodate changes in heating and cooling demands shall be the Grantee's responsibility, and the Grantee shall have access to the Easement for the purpose of performing those functions that are the Grantee's responsibility.

In the event that any repair or maintenance of the geothermal system requires excavation near the retention pond or storm sewer infrastructure, Grantee shall be responsible for ensuring the stability of all embankments and infrastructure throughout the duration of such work. This may include, but is not limited to, providing temporary shoring, implementing erosion control measures, or other appropriate protective measures. Any method employed shall be approved by the City Engineering Department prior to commencing such repair or maintenance work. Grantee shall bear all costs associated with protecting City infrastructure during such work.

If Grantee fails to timely perform required repairs or abandonment, the City, in its sole discretion, may do so and recover all costs associated with such work from Grantee.

City may use, occupy, and possess the Easement in a manner that is consistent with and does not interfere with Grantee's rights contained in this Easement.

Immediately following construction, reconstruction, repair work, or maintenance work by Grantee within the Easement, Grantee shall promptly restore all disturbed areas to their pre-work condition or better, including revegetation as appropriate. Grantee shall promptly pay for or otherwise rectify any damage caused by Grantee to the Easement or to City's adjoining real property caused by Grantee's entry upon the Easement or adjoining real property.

In the event the geothermal system is permanently taken out of service or otherwise no longer in use for a period exceed twelve (12) consecutive months, it shall be deemed abandoned. Within ninety (90) days of abandonment, Grantee shall either remove the system or decommission it in place consistent with relevant industry standards for closed-loop geothermal systems. At a minimum, abandonment procedures shall include removal of all heat transfer fluids from the well loops and proper disposal in accordance with environmental regulations, filling of the U-bend pipes with inert material or grout to prevent collapse, sealing of wellheads, and removal of surface pipes. Grantee shall ensure that abandoned wells do not create sinkholes, depressions, or other surface hazards. If any federal or State of Indiana agency adopts specific regulations governing geothermal well abandonment, Grantee shall comply with such regulations. Grantee shall provide documentation of all such abandonment actions to the City Engineering Department. The City reserves the right to inspect the Easement to confirm compliance.

Grantee acknowledges that this Easement is in addition to and supplements any rights and responsibilities as between the Grantor and Grantee concerning the Real Estate as delineated in an easement dated June 11, 2024, from the City of Goshen, Indiana Department of Redevelopment to Cherry Creek, LLC, and recorded on June 21, 2024 in the Office of the Recorder of Elkhart County, Indiana as Document No. 2024-09850; and as specified in a Maintenance Agreement dated May 8, 2025, between the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting through its Board of Public Works and Safety, and Cherry Creek, and recorded on May 16, 2025 in the Office of the Recorder of Elkhart County, Indiana as Document No. 2025-07983.

Grantee agrees to indemnify and hold harmless Grantor from and against any and all claims, liabilities, losses, damages, penalties, fines, costs, and expenses, including reasonable attorney's fees, of whatsoever kind or nature arising out of or in any way connected with Grantee's use, maintenance, or repair of the Easement, or Grantee's violation of any of the terms of this Easement document. Grantee further agrees to maintain, at its sole cost and expense, general liability insurance naming City as an additional insured, with minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Grantee shall provide City with a certificate of insurance evidencing such coverage prior to the commencement of any use of the Easement and thereafter upon renewal.

The terms of this Easement shall run with the land and be binding upon and inure to the benefit of the heirs, assigns, and successors in interest of the parties. The undersigned represents and certifies that such person is a duly authorized representative of City and has been fully empowered to execute this Easement on behalf of City; that the City has full capacity to grant the Easement described; and that all necessary action for granting this Easement has been taken.

This Easement is strictly limited to the purposes herein stated.

IN WITNESS WHEREOF, the undersigned has executed this Easement on September 9, 2025.

CITY OF GOSHEN, INDIANA
DEPARTMENT OF REDEVELOPMENT

Brian Garber, President
Goshen Redevelopment Commission

Jonathan Graber, Secretary
Goshen Redevelopment Commission

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Brian Garber, President, and Johnathan Graber, Secretary, of the Goshen Redevelopment Commission, and on behalf of the City of Goshen, Indiana, Department of Redevelopment, this September 9, 2025, acknowledged that in said capacity each executed the foregoing instrument for and on behalf of the City of Goshen, Indiana, Department of Redevelopment, for the uses and purposes therein mentioned and that each was authorized to do so.

WITNESS my	hand	and	notarial	seal.
------------	------	-----	----------	-------

Notary Publi	С	

ACCEPTANCE

Cherry Creek, LLC, the Grantee under the above Easement, hereby acknowledges receipt of this Easement from the City of Goshen, Indiana, Department of Redevelopment, agrees to be bound by the terms thereof, and otherwise accepts the Easement on this September 9, 2025.

The undersigned represents and warrants that she is a duly elected officer of the Grantee; that the Grantee is a limited liability company validly existing in the State of its origin and, where required, in the State where the Easement is situated; that the Grantee has full corporate capacity to accept the Easement herein described and agree to be bound by the terms thereof; and that she has full authority to accept this Easement and otherwise bind Grantee to the terms and conditions of this Easement.

CHE	RRY CREEK, LLC
By:	
J	Tonya Detweiler, Member

STATE OF INDIANA)) SS:
COUNTY OF ELKHART)
appeared Tonya Detweiler Easement, this September	d, a Notary Public in and for said County and State, personally r, Member for Cherry Creek, LLC, the Grantee in the above, 2025 and acknowledged the execution of the foregoing voluntary act for the uses and purposes therein mentioned and do so.
WITNESS my hand and no	carial seal.
	Notary Public

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).

Exhibit A – Legal Description

A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

GEOTHERMAL EASEMENT DESCRIPTION

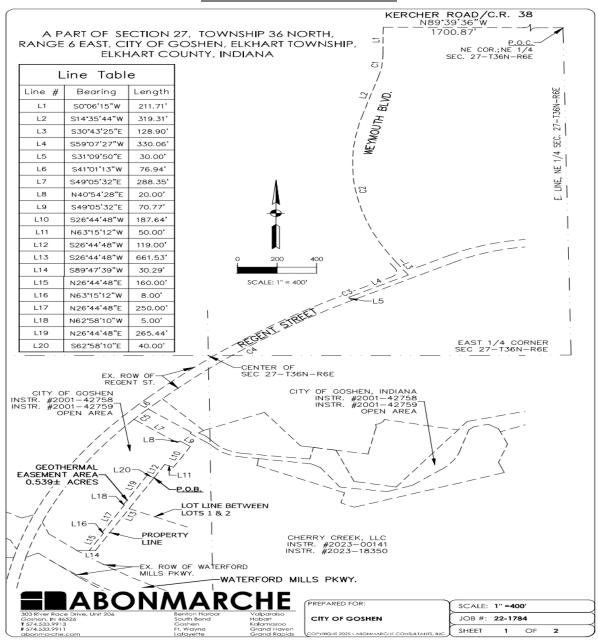
A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89'39'36" WEST, 1700.87 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00'06'15" WEST, 211.71 FEET, ALONG THE CENTERLINE OF WEYMOUTH BOULEVARD. TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 770.0 FEET AND A DELTA ANGLE OF 14'29'29". THENCE SOUTHWARDLY AND SOUTHWESTWARDLY, 194.75 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14'35'44" WEST, 319.31 FEET, ALONG SAID CENTERLINE, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1546.92 FEET AND A DELTA ANGLE OF 45'19'10'; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY, 1223.57 FEET, ALONG SAID CURVE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY, 1223.57 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30'43'25" EAST, 128.90 FEET, ALONG SAID CENTERLINE, TO THE POINT OF TRECENT STREET; THENCE SOUTH 59'07'27" WEST, 330.06 FEET, ALONG THE CENTERLINE, TO THE POINT OF REGENT STREET; THENCE SOUTH 59'07'27" WEST, 330.06 FEET, ALONG THE CENTERLINE OF REGENT STREET; THENCE SOUTH 310'9'50" EAST, 30.00 FEET, ALONG THE CENTERLINE OF REGENT STREET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 4218.54 FEET AND A DELTA ANGLE OF OO'17'17", THENCE SOUTHWESTWARDLY, 21.20 FEET, ALONG SAID CURVE, TO A REBAR ON THE SOUTHEASTERLY RIGHT—OF—WAY OF REGENT STREET, MARKING THE NORTHERMOST CORNER OF WATERFORD CROSSING; THENCE SOUTHWESTWARDLY, 1302.72 FEET, ALONG A CURVE, TO THE LEFT HAVING A RADIUS OF 4188.54 FEET AND A DELTA ANGLE OF TANGENCY OF SAID CURVE; THENCE SOUTH 410'1'13" WEST, ALONG SAID EAST LINE OF REGENT STREET TO THE ECTT OF THE POINT OF REGENT STREET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 259.89 FEET AND A DELTA ANGLE

CONTAINING 0.539 ACRES, MORE OR LESS.

		Cur	ve Tab	le	
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	194.75	770.00	14*29'29"	S7*14'44"W	194.23
C2	1223.57	1546.92	45°19'10"	S8°03'51"E	1191.92
С3	21.20'	4218.54	0°17'17"	S58*58'49"W	21.20'
C4	1302.72	4188.54	17*49'12"	S49*55'49"W	1297.47'
C5	90.58	2759.89	1°52'50"	S40°04'49"W	90.57

Exhibit B – Easement Sketch





CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185 www.goshenindiana.org

September 9, 2025

To: Goshen Redevelopment Commission

From: Shannon Marks, Legal Compliance Administrator

Subject: 610 East Plymouth Avenue Title Transfer

The new Parks Maintenance Building has been constructed on the real estate at 610 East Plymouth Avenue. Title to this real estate is presently held by the City of Goshen, Indiana for the Use and Benefit of its Department of Redevelopment. Now that the construction is complete, it is recommended that title to the real estate be transferred to the City of Goshen, Indiana. Approval is requested for the Redevelopment Commission to authorize the President and Secretary to execute the attached Quitclaim Deed to effectuate this title transfer.

Goshen Redevelopment Commission Resolution 24-2025

A Resolution of the Goshen Redevelopment Commission Authorizing the Transfer of Title for Real Estate

Whereas, the Goshen Redevelopment Commission ("Commission") holds title to certain real estate commonly known as 610 East Plymouth Avenue, Goshen, Indiana, more particularly described in the attached Quitclaim Deed;

Whereas, the City of Goshen has constructed the new Goshen Parks Maintenance Building upon said real estate;

Whereas, now that construction of the Goshen Parks Maintenance Building is complete and the property is no longer serving a redevelopment purpose, it is appropriate that title be transferred so that the real estate is owned directly by the City of Goshen, Indiana;

Whereas, the Goshen Redevelopment Commission finds it appropriate to authorize execution of a Quitclaim Deed to effectuate transfer of title.

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

- 1. The Commission hereby approves transfer of title to the real estate commonly known as 610 East Plymouth Avenue, Goshen, Indiana, and legally described in the attached Quitclaim Deed, from the Goshen Redevelopment Commission to the City of Goshen, Indiana.
- 2. The President and Secretary of the Commission are hereby authorized and directed to execute the Quitclaim Deed attached hereto and any other documents necessary to complete transfer of title.
- 3. This resolution shall be in full force and effect upon its adoption.

PASSED and ADOPTED by the Goshen Redevelopment Commission this September 9, 2025.

President		

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that City of Goshen, Indiana for the Use and Benefit of its Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana, releases and quitclaims to the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Suite 2, Goshen, Indiana 46528, for Zero Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following real estate located in Elkhart Township, Elkhart County, in the State of Indiana, commonly known as 610 East Plymouth Avenue, Goshen, Indiana 46526, and more particularly described as follows:

A part of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 15, Township 36 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, Indiana and more particularly described as follows:

Commencing at an iron pipe marking the intersection of the South line of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of said Section 15 and the East line of the former C.C.C. & St. Louis Railroad right of way; thence on an assumed bearing of due North along the East line of said railroad right of way, a distance of 330.50 feet to a rebar marking the intersection of the North line of Jackson Street and the East line of said railroad right of way and the point of beginning of this description; thence continuing on a bearing of due North along the East line of said railroad right of way, a distance of 414.73 feet to a rebar marking the intersection of the South line of Plymouth Avenue and the East line of said railroad right of way; thence South 88 degrees 45 minutes 00 seconds East along the South line of Plymouth Avenue, a distance of 170.68 feet to a rebar marking the intersection of the South line of Plymouth Avenue and the West line of a 20 foot wide alley; thence South 0 degrees 02 minutes 00 seconds East along the West line of said alley, a distance of 413.67 feet to a rebar marking the intersection of the West line of said alley and the North line of Jackson Street; thence North 89 degrees 06 minutes 30 seconds West along the North line of Jackson Street, a distance of 170.90 feet to the point of beginning of this description.

Subject to taxes and all easements and restrictions of record.

Parcel No. 20-11-15-157-013.000-015

The undersigned executing this deed on behalf of Grantor represents and certifies that such persons are duly authorized representatives of Grantor and have been fully empowered to execute and deliver this deed; that the Grantor has full capacity to grant and convey the real estate described; and that all necessary action for the making of this conveyance has been taken and done.

IN WITNESS WHEREOF, the undersigned have executed this Quitclaim Deed on September 9, 2025.

		City of Goshen, Indiana for the Use and Benefit of its Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana
		Brian Garber, President Goshen Redevelopment Commission
		Jonathan Graber, Secretary Goshen Redevelopment Commission
STATE OF INDIANA COUNTY OF ELKHART)) SS:)	
Garber, President and Jonatha: the City of Goshen, Indiana	n Graber, Secretary of the for the Use and Benefit	, 2025, personally appeared Brian e Goshen Redevelopment Commission, on behalf of of its Department of Redevelopment, a municipal f Indiana, and acknowledged the execution of the
		Notary Public

The mailing address of the grantee and address to which statements for taxes or special assessments should be mailed is City of Goshen, Indiana, c/o Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, IN 46528.

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).



Engineering Department CITY OF GOSHEN

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

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

Memorandum

To: Goshen Redevelopment Commission

From: Engineering Department

RE: COLLEGE AVE, PHASE I – REQUEST FOR LOCAL TREE CLEARING PROJECT –

DES NO. 1900739, DES NO. 2101631, DES NO. 2501041

(JN 2019-0022)

Date: September 9, 2025

Utility relocations for College Avenue Phase I are anticipated to extend through 2026 and early 2027, finishing just prior to the start of construction in spring of 2027. NIPSCO Electric is the first utility scheduled to relocate. Prior to setting new poles, NIPSCO Electric will need the right-of-way cleared. Additional clearing by NIPSCO's crews will follow, to establish a clear zone for the new pole alignment. The construction contractor would normally perform the tree clearing work. However, considering the timing of the letting date in relation to Redevelopment and Board of Works meetings, as well as the holidays and INDOT staff availability, it is possible that the contractor's Notice to Proceed may trail the letting date by approximately one month. In addition, all clearing for the project needs to be complete by April 1 to avoid bat season restrictions.

In order to minimize risks of utility relocation delays and additional costs to the project, Structurepoint and Engineering staff are recommending that tree clearing be performed via a locally-funded and contracted project. This would be bid with a requirement for substantial completion in January or early February of 2026, which should allow utility relocation to begin up to two months earlier than currently planned. Based on Structurepoint and staff counts of approximately 125 trees and stumps to be removed, Engineering staff estimate the cost of the local clearing project within a range of \$170,000 - \$280,000, which includes a 15% contingency. The estimated cost includes complete stump removal, which has been found necessary to avoid conflicts where subsurface root systems requiring removal later in a project are entangled with relocated utilities. See the estimate, attached.

Suggested Motion: Move to approve a local tree clearing project for the College Avenue Phase I project, for an estimated maximum amount of \$280.000.

Project: College Avenue Phase I (2019-0022) - Local Tree Clearing										
Item	Estimated			Engineer's Estimate						
No.	I Unit		Description		nit Price (low)	Unit Price (high)		Total Price (low)		Price (high)
Tree and Complete Stump Remvoal										
1	1	LSUM	Mobilization and Demobilization	\$	17,000.00	\$ 20,000.00	\$	17,000.00	\$	20,000.00
2	1	LSUM	Maintenance of Traffic	\$	15,000.00	\$ 20,000.00	\$	15,000.00	\$	20,000.00
3	53	EA	Tree, 6 in., Remove ¹	\$	450.00	\$ 950.00	\$	23,850.00	\$	50,350.00
4	46	EA	Tree, 10 in., Remove ¹	\$	970.00	\$ 1,670.00	\$	44,620.00	\$	76,820.00
5	15	EA	Tree, 18 in., Remove ¹	\$	2,100.00	\$ 2,950.00	\$	31,500.00	\$	44,250.00
6	1	EA	Tree, 30 in., Remove ¹	\$	3,000.00	\$ 4,000.00	\$	3,000.00	\$	4,000.00
7	1	EA	Tree, 48 in., Remove ¹	\$	5,300.00	\$ 7,300.00	\$	5,300.00	\$	7,300.00
8	6	EA	Stump Only, 10 in., Remove ¹	\$	350.00	\$ 700.00	\$	2,100.00	\$	4,200.00
9	1	EA	Stump Only, 30 in., Remove ¹	\$	500.00	\$ 1,000.00	\$	500.00	\$	1,000.00
7	75	EA	Shrub, Remove ¹	\$	50.00	\$ 200.00	\$	3,750.00	\$	15,000.00

Subtotal	\$ 146,620.00	\$ 242,920.00
Plus 15%	\$ 21,993.00	\$ 36,438.00
Engineer's Estimate (+/-)=	\$ 168,613.00	\$ 279,358.00

Notes:

(1) Average or next-highest diameter used for ranges of tree sizes



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 113 W. Jefferson Street / 233 S. Main Street

DATE: September 9, 2025

Staff is requesting authorization to issue a Request for Proposals (RFP) for the property located at 113 W. Jefferson Street / 233 S. Main Street. A copy of the full RFP is attached, and a summary is provided below.

The Goshen Redevelopment Commission is seeking proposals for the purchase or lease of this downtown property, situated at the corner of South Main and West Jefferson Streets. The site includes a 3,350-square-foot building on a portion of two parcels totaling 0.249 acres. The City will retain the southern portion of the lot for development as a new public parking area.

The Commission's goal is to attract a vibrant commercial use that complements surrounding downtown businesses and activates this highly visible gateway property. Proposals should include a development concept, project budget, financing details, and a proposed timeline for renovations or new construction.

The property has been appraised at \$242,500 for purchase or \$2,650 per month for lease. Proposals are due by 12:00 p.m. on October 14, 2025, and will be opened by the Redevelopment Commission that same day. If no proposals meet the minimum requirements, submissions will be accepted until **November 13, 2025**.

REQUEST FOR PROPOSALS TO PURCHASE OR LEASE REAL PROPERTY

113 W Jefferson / 233 S Main Street, Goshen, Indiana

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

1. Real Property to be Purchased

The real property to be purchased or leased consists of real estate located at the northwest corner of South Main Street and West Jefferson Street, consisting of two (2) parcels of real estate identified as tax codes 20-11-09-414-029.000-015 consisting of 0.083 acres, and 20-11-09-414-030.000-015 consisting of 0.166 acres, for a total of 0.249 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:

Lot Number Twenty-Eight (28) in BARNS FIRST SOUTH ADDITION to the City of Goshen, Indiana.

The property includes the two (2) parcels hereinbefore mentioned that run east-west from Main Street west to the north-south alley with the building covering the east end of both parcels as shown on Exhibit A. The southern portion of the lot will not be included in the property to be sold or leased as the City intends to construct a public parking lot as shown in Attachment B.

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 sell or lease the building, consisting of approximately 3,350 square feet, and the portion of the real estate on which it sits, while the remaining southern portion of the lot is subdivided to be a separate parcel and constructed as a city-owned public parking lot. Proposals will be accepted for either purchase or lease, though a purchase is preferred. Terms of either will be negotiated with the selected developer. A vibrant, commercial use is desired for this property due to its location and visibility at a prominent intersection with the downtown.

2.2. Redevelopment Details:

- 2.2.1. Area Description The Subject Real Estate is located at the northwest corner of the intersection of South Main Street and West Jefferson Street, consisting of approximately 0.249 acres, and is one of the first visible intersections when entering downtown Goshen from the South.
- 2.2.2. Access The primary entrance doors for the building currently exist along West Jefferson Street and include both standard entrance doors as well as overhead doors that were utilized when the building was occupied for automotive repair. All significant features previously used for auto repair have been removed from the building by the previous occupants and the building exists as a shell with limited improvements remaining. The conceptual plan developed by the City, shown in Attachment B, shows the removal of the continuous curb cut along West Jefferson Street as the City intends to reconstruct the roadway in 2026 and adding curb to the design. There is an additional set of doors on the west side of the building, adjacent to what will become a public parking lot.
- 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.
- 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 The City has completed a Phase I and Phase II Environmental Site Assessment for the Subject Real Estate and both are available for review upon request. The reports note that a vapor mitigating system may be required depending on the use and renovations made to the building and the City will work with the selected to determine if the system is needed.

3. <u>Submission of Proposals</u>

- 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) October 14, 2025. The proposal shall be submitted in a sealed envelope clearly marked as "Proposal to Purchase / Lease 113 W Jefferson / 233 S Main 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 or lease 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 or Lease – Redevelopment has conducted appraisals of the Subject Real Estate and has determined that the fair market value of the Subject Real Estate is Two Hundred Forty-Two Thousand Five Hundred Dollars (\$242,500.00). The price included in a proposal for the purchase of the Subject Real Estate must be equal to or exceed this amount. If a lease is preferred, the appraised lease rate must be equal to or exceed Two Thousand Six Hundred Fifty Dollars (\$2,650.00) per month. Utility payments would not be included in the lease payment and would be the responsibility of the lessee.

4.2. Condition of the Subject Real Estate

- 4.2.1. The proposal to purchase or lease must be for the Subject Real Estate in its present condition.
- 4.2.2. Any sale or lease 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 or leasor 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 or Lease Agreement The successful person or entity submitting a proposal will be required to enter into a purchase or lease 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 October 14, 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 November 13, 2025, and will be opened by the Board of Public Works and Safety at their meeting on November 13, 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 or lease 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 date 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 or lease amount 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 sale or 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 or lease will serve the interest of the community.
- 6.4.12. What economic impact the proposed purchase or lease will have on the community.

7. General

7.1. Conflict of Interest/Non-Collusion

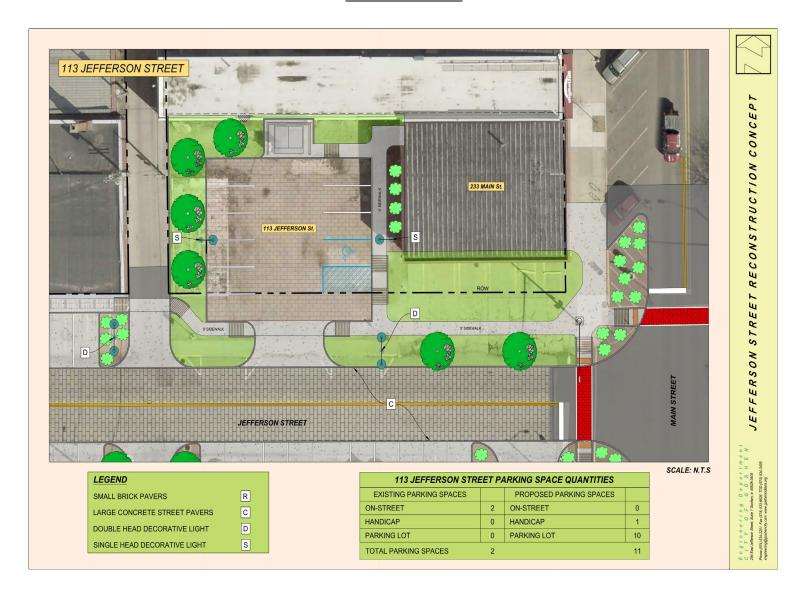
- 7.1.1. By submitting a proposal, an entity certifies that the entity has not entered into combination or agreement relative to the price to be proposed nor taken any action to prevent a person from submitting a proposal; or to induce person to refrain from submitting a proposal.
- 7.1.2. Each proposal 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 C.
- 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



ATTACHMENT C

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.

Ву:	Date:		
Its:			
STATE OF)		
STATE OF) SS:		
COUNTY OF)		
Subscribed and sworn t	o before me, a Notary I	oublic in and for said Cour	ity and State
on this, the day of _		, 2025.	
	My commission ex	xpires:	
	Resident of	County Indiana	



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 908 N. 6th Street

DATE: September 9, 2025

Staff is requesting authorization to issue a Request for Proposals (RFP) for the property located at **908 N**. **6**th **Street**. A copy of the full RFP is attached, and a summary is provided below.

The City of Goshen Redevelopment Commission is seeking proposals for the purchase and development of a vacant property located at 908 North 6th Street, at the corner of North 6th and East Wilden Avenue. The site totals 0.627 acres (approx. 27,300 sq. ft.) and is situated in a residential neighborhood on the north side of Goshen.

The Commission's goal is to encourage residential development compatible with the surrounding neighborhood. Proposals should include subdividing the property into three single-family residential lots, with detached homes that are consistent in scale and character with nearby housing.

The property has been appraised at \$42,500, which is the minimum purchase price. Developers will be responsible for extending sanitary sewer service, providing on-site stormwater retention, and constructing sidewalks per City standards.

Proposals are due by 12:00 p.m. on October 14, 2025, and will be opened that same day by the Redevelopment Commission. If no proposals meet the minimum requirements, additional submissions will be accepted until November 13, 2025.

REQUEST FOR PROPOSALS TO PURCHASE REAL PROPERTY

908 North 6th Street, 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 real estate located at the northeast corner of North 6th Street and East Wilden Avenue, consisting of a single parcel of real estate identified as tax code 20-11-04-478-014.000-015 consisting of 0.627 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:

Lots Numbered Ninety-six (96), Ninety-seven (97), Ninety-eight (98), and Ninety-nine (99), as the said Lot is known and designed on the recorded Plat of WILDEN'S WALNUT HILL ADDITION to the City of Goshen, Indiana; said Plat being recorded in Deed Record 73, Page 05, in the Office of the Recorder of Elkhart County, Indiana.

LESS AND EXCEPTING THE FOLLOWING:

A part of Lot Numbered Ninety-nine (99), as the Lot is known and designated on the recorded plat of WILDEN'S WALNUT HILL ADDITION to the City of Goshen, Indiana; said Plat being recorded in Deed Record 73, Page 05, in the Office of the Recorder of Elkhart County, Indiana, and being more particularly described as follows:

Commencing at the northwest corner of the Lot Number Ninety-nine (99) in WILDEN'S WALNUT HILL ADDITION to the City of Goshen, Indiana as the point of beginning of this description; thence East along the north line of Lot Number Ninety-nine (99), a distance of 132.0 feet to the northeast corner of said Lot Number Ninety-nine (99); thence in a Southwesterly direction along the east line of said Lot Number Ninety-nine (99) a distance of 12.13 feet; thence in a Northwesterly direction, a distance of 129.73 feet to said northwest corner of Lot Number Ninety-nine (99) and the aforementioned point of beginning.

The property currently includes the single parcels hereinbefore mentioned that borders North 6th Street on the property's west side and East Wilden Avenue on the

property's south side. The property is a vacant corner lot that consists of approximately 27,300 square feet in a residential area.

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 provide land for residential development compatible with the adjacent real estate and neighborhood. Specifically, the Redevelopment Commission intends for the Subject Real Estate to be subdivided into three (3) single-family residential lots. The development should result in detached single-family homes that are consistent in scale, character, and use with the surrounding neighborhood.

2.2. Redevelopment Details:

- 2.2.1. Area Description The Subject Real Estate is located at the northeast corner of North 6th Street and East Wilden Avenue, consisting of approximately 0.627 acres. The lot is surrounded by a residential neighborhood on the north side of Goshen.
- 2.2.2. Access The lot will be accessed from North 6th Street.
- 2.2.3. Utilities Public water is available to serve the Subject Real Estate. Details regarding location of existing water mains is available upon request. As there is no sanitary sewer extending north on 6th Street at the Subject Real Estate, a sanitary sewer extension along 6th Street or in the adjacent alley will be needed for the Subject Real Estate. Due to limited stormwater system capacity in the area, stormwater must be retained on the site, preferably with retention along the southern property line adjacent to Wilden Avenue.
- 2.2.4. Zoning The Subject Real Estate is zoned Residential R-1. The pertinent section of the Zoning Ordinance detailing regulations for the R-1 district can be found here.
- 2.2.5. Environmental Conditions There are no known environmental concerns for the Subject Real Estate.

3. <u>Submission of Proposals</u>

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) October 14, 2025. The proposal shall be submitted in a sealed envelope clearly marked as "Proposal to Purchase 908 North 6th Street 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. As part of the development, the proposer shall be responsible for undertaking and completing the subdivision process to create three (3) single-family lots from the Subject Real Estate, in compliance with all applicable subdivision standards and City ordinances.
 - 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 Forty-Two Thousand Five Hundred Dollars (\$42,500.00). 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, subject to the requirement for subdividing the Subject Real Estate as herein described
- 4.2.2. Any sale of the Subject Real Estate will be conditioned on the development of the parcel 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 October 14, 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 November 13, 2025, and will be opened by the Board of Public Works and Safety at their meeting on November 13, 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 date 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 amount 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 sale 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

908 North 6th Street Real Estate



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.

Ву:	Date: .		
Its:			
STATE OF	1		
STATE OF) SS:		
COUNTY OF)		
Subscribed and sworn	to before me, a Notary F	ublic in and for said County ar	nd State
on this, the day of		_	•
		pires:	
	Resident of	County Indiana	

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 **August 9, 2025, through September 5, 2025,** and finds that entries are allowed in the total amount of \$683,168.16

APPROVED on September 9, 2025	
	Brian Garber, President
	Jonathan Grahar Sacratary



Payable Register

Payable Detail by Vendor Name Packet: APPKT03160 - RDC - 9/11/25

Payable # Payable Description	Payable ⁷	Type Post Date Bank Code	Payable Date		Discount Date	Amount	Тах	Shipping	Discount	Total
Vendor: 0205859 - ABONMA	RCHE CON		ORATED					Vendo	r Total:	82,500.00
159862 2025 SIDEWALK 50-50 SURVEY PA	Invoice	9/11/2025 AP1ST - AP1ST	8/27/2025	9/26/2025	8/27/2025 No	14,500.00	0.00	0.00	0.00	14,500.00
Items		Commodity	II n.t.	ta Duisa	A	Tau Chian	Di		7-4-1	
Item Description 2025 SIDEWALK 50-50 SURVEY F Distributions	PACKAGE	Commodity N/A	Uni 0.0		Amount 14,500.00	Tax Shipp	0.00	0.00	Total 14,500.00	
Account Number	Account	Name	Project Ad	count Key	Amount	Percent				
4446-5-00-4310502	CONS RR,	/US33/CONTRACTUAL :	SVCS		14,500.00	100.00%				
159905 CONSOLIDATED COURTS ROADWA	Invoice	9/11/2025 . AP1ST - AP1ST	8/27/2025	9/26/2025	8/27/2025 No	10,000.00	0.00	0.00	0.00	10,000.00
Items										
Item Description		Commodity	Uni	ts Price	Amount	Tax Shipp	ing Di	scount	Total	
CONSOLIDATED COURTS ROADV Distributions	VAY IM	N/A	0.0	0.00	10,000.00	0.00 0	.00	0.00	10,000.00	
Account Number 4446-5-00-4420000	Account I	Name /US33/CAPITAL PROJEC	•	count Key	Amount 10,000.00	Percent 100.00%				
159907	Invoice	9/11/2025	8/27/2025	9/26/2025	8/27/2025	50,000.00	0.00	0.00	0.00	50,000.00
ENC CHERRY CREEK INSPECTION Items		AP1ST - AP1ST		١	10					
Item Description		Commodity	Unit	ts Price	Amount	Tax Shipp	ing Di	scount	Total	
ENC CHERRY CREEK INSPECTION Distributions		N/A	0.0	0.00	50,000.00	0.00 0	.00	0.00	50,000.00	
Account Number 4445-5-00-4420000	Account I SE E.D. TI	Name F/CAPITAL PROJ	Project Ac	count Key	Amount 50,000.00	Percent 100.00%				
160020-13 ENC COLLEGE AVE PHASE 2	Invoice	9/11/2025 AP1ST - AP1ST	8/29/2025	9/28/2025 N	8/29/2025 No	8,000.00	0.00	0.00	0.00	8,000.00
Items Item Description		Commodity	Unit	ts Price	Amount	Tax Shipp	ing Di	scount	Total	
ENC COLLEGE AVE PHASE 2 Distributions		N/A	0.0		8,000.00	1010	.00	0.00	8,000.00	
Account Number 4445-5-00-4310502	Account I	Name F/CONTR SVCS	Project Ac	count Key	Amount 8,000.00	Percent 100.00%				
Vendor: 0203093 - AMERICAN	N STRUCT	UREPOINT, INC.						Vendo	· Total:	47,813.20
193956 US 33 SANITARY SEWER PROJECT	Invoice	9/11/2025 AP1ST - AP1ST	8/15/2025	9/14/2025 N	8/15/2025 lo	16,741.50	0.00	0.00	0.00	16,741.50
Items Item Description		Commodity	Unit	s Price	Amount	Tax Shipp	ing Di	scount	Total	
US 33 SANITARY SEWER PROJECT Distributions		N/A	0.0		16,741.50	20 00000	.00		16,741.50	
Account Number 4445-5-00-4310502	Account N	Name F/CONTR SVCS	Project Ac	count Key	Amount 16,741.50	Percent 100.00%				
193957 US 33 UTILITY RELOCATION	Invoice	9/11/2025 AP1ST - AP1ST	8/15/2025	9/14/2025 N	8/15/2025 lo	2,133.20	0.00	0.00	0.00	2,133.20

Payable Register Payable # Payable Description	Payable	Payable Type Post Date Pa Bank Code		e Due Date	Discount Date On Hold	Amoui		acket: APPKT Tax Shipping		C - 9/11/25 Total
Items Item Description		Commodity	11	nits Price	Amount	Tax S	Shipping	Discount	Total	
US 33 UTILITY RELOCATION		N/A		0.00		0.00	0.00	0.00	2,133.20	
Distributions										
Account Number 4445-5-00-4310502	Account SE E.D. T	Name IF/CONTR SVCS	Project	Account Key	Amount 2,133.20	100.0				
194261-28 ENC COLLEGE AVE PHASE 3	Invoice	9/11/2025 AP1ST - AP1ST	8/21/2025	9/20/2025	8/21/2025 No	28,938.5	50 0	0.00	0.00	28,938.50
Items Item Description		Commodity	U	nits Price	Amount	Tax S	Shipping	Discount	Total	
ENC COLLEGE AVE PHASE 3 Distributions		N/A		0.00		0.00	0.00	0.00	28,938.50	
Account Number 4445-5-00-4310502	Account SE E.D. T	Name IF/CONTR SVCS	Project	Account Key	Amount 28,938.50	Perce 100.0				
Vendor: 0209852 - COLIN M	IICHAEL A\	/ILA						Vendo	r Total:	892.50
44497 AUGUST MOWING	Invoice	9/11/2025 AP1ST - AP1ST	8/31/2025	9/30/2025	8/31/2025 No	892.5	50 0	0.00	0.00	892.50
Items Item Description		Commodity	U	nits Price	Amount	Tax S	Shipping	Discount	Total	
AUGUST MOWING Distributions		N/A	0	0.00	892.50	0.00	0.00	0.00	892.50	
Account Number 2226-5-00-4310502	Account REDV OP	Name /CONTRACT SVCS	Project	Account Key	Amount 892.50	Perce 100.0				
Vendor: 0213774 - DANIEL J	. YODER					-		Vendo	r Total:	600.00
8/29/25 RDC EAST COLLGE AVE ROW	Invoice	9/11/2025 AP1ST - AP1ST	8/19/2025	8/19/2025	8/19/2025 No	600.0	00 C	0.00	0.00	600.00
Items Item Description		Commodity	U	nits Price	Amount	Tax 5	Shipping	Discount	Total	
EAST COLLGE AVE ROW Distributions		N/A		0.00		0.00	0.00	0.00	600.00	
Account Number 4445-5-00-4420000	Account SE E.D. T	Name IF/CAPITAL PROJ	Project .	Account Key	Amount 600.00					
Vendor: 0212772 - EGIS BLN	I USA INC.							Vendo	r Total:	941.34
82408-21 BLACKPORT DRIVE RECONSTRUC	Invoice TION	9/11/2025 AP1ST - AP1ST	8/8/2025	9/7/2025	8/8/2025 No	941.3	34 0	0.00	0.00	941.34
Items Item Description		Commodity	U	nits Price	Amount	Tax S	Shipping	Discount	Total	
BLACKPORT DRIVE RECONSTRU	JCTION	N/A		0.00	941.34	0.00	0.00	0.00	941.34	
Account Number 4446-5-00-4310502	Account CONS RR	Name /US33/CONTRACTUAL		Account Key	Amount 941.34	Perce 100.0				
Vendor: <u>0200587 - ELKHART</u>	COUNTY	LANDFILL						Vendo	r Total:	9,597.84
10685 ARIEL CYCLEWORKS CONTAIMING	Invoice ATED SOILS	9/11/2025 AP1ST - AP1ST	9/5/2025	10/5/2025	9/5/2025 No	9,597.8	34 0	0.00	0.00	9,597.84
Item Description		Commodity	U	nits Price	Amount	Tax S	Shipping	Discount	Total	
ARIEL CYCLEWORKS CONTAIM Distributions	INATED S	N/A	C	0.00	9,597.84	0.00	0.00	0.00	9,597.84	
Account Number 4446-5-00-4420000	Account CONS RR	Name /US33/CAPITAL PROJEC	(10-0)-0 (- 0-0-0-0-0)	Account Key	Amount 9,597.84	Perce 100.0				

Vendor: 0200463 - JONES PETRIE RAFINSKI CORP.

Vendor Total:

172.50

Payable Register									F	Packe	et: APPK	Г 03160 - RD	C - 9/11/25
Payable # Payable Description	Payable '		Post Date Code	Payable Dat			Discount Date On Hold		ount			Discount	Total
0051635-4 ENC CENTURY DRIVE	Invoice	AP1S	9/11/2025 ST - AP1ST	7/31/2025	8/3	30/2025	7/31/2025 No	17	2.50	0.00	0.00	0.00	172.50
Items Item Description		Comm	odity		nits	Price	Amount	Tax	Shipping	Di	iscount	Total	
ENC CENTURY DRIVE Distributions		N/A	odity		0.00	0.00	172.50	0.00	0.00		0.00	172.50	
Account Number 4445-5-00-4310502	Account SE E.D. T		R SVCS	Project	Accou	nt Key	Amount 172.50		rcent 0.00%				
Vendor: 0213744 - LEGACY	COMMUNI	TIES IN	IC.								Vend	or Total:	141,668.50
2 8/6/25 ARIEL CYCLEWORKS CONTAIMIN Items	Invoice IATED SOILS	AP1S	9/11/2025 ST - AP1ST	8/6/2025	8/6	5/2025	8/6/2025 No	141,66	8.50	0.00	0.00	0.00	141,668.50
Item Description		Comm	odity	U	nits	Price	Amount	Тах	Shipping	Di	iscount	Total	
ARIEL CYCLEWORKS CONTAIN Distributions	IINATED S	N/A		(0.00	0.00	141,668.50	0.00	0.00		0.00	141,668.50	
Account Number	Account			Project	Accou	nt Key	Amount		rcent				
4653-5-00-4390500	BRLF - GF	KANTAV	WARDED				141,668.50	100	0.00%				
Vendor: 0200653 - NIBLOCI	K EXCAVATI	NG, IN	<u>C.</u>								Vend	or Total:	398,960.30
13580	Invoice		9/11/2025	9/3/2025	10,	/3/2025	9/3/2025	171,48	9.81	0.00	0.00	0.00	171,489.81
LINCOLN STEURY RECONSTRUCT	TION	AP19	ST - AP1ST				No						
Item Description		Comm	odity	U	nits	Price	Amount	Tax	Shipping	Di	iscount	Total	
LINCOLN STEURY RECONSTRU Distributions	CTION	N/A		(0.00	0.00	171,489.81	0.00	0.00		0.00	171,489.81	
Account Number 4502-5-00-4440000	Account ARP/CAP		ITLAYS	Project	Accou	nt Key	Amount 171,489.81		ocent 0.00%				
14 CONSOLIDATED COURTS ROADV	Invoice VAY IMPRO	. AP19	9/11/2025 ST - AP1ST	8/19/2025	9/1	18/2025	8/19/2025 No	227,47	0.49	0.00	0.00	0.00	227,470.49
Item Description		Comm	odity	U	nits	Price	Amount	Тах	Shipping	Di	iscount	Total	
CONSOLIDATED COURTS ROA Distributions	DWAY IM	N/A	×**	(0.00	0.00	227,470.49	0.00	0.00		0.00	227,470.49	
Account Number	Account	Name		Project	Accou	nt Key	Amount	Pe	rcent				
1115 5 00 1100000	00110 00	111000 10					227 470 40	100	000/				

100.00%

227,470.49

CONS RR/US33/CAPITAL PROJECT

4446-5-00-4420000

Packet: APPKT03160 - RDC - 9/11/25

Payable Summary

Туре	Count	Gross	Тах	Shipping	Discount	Total	Manual Payment	Balance
Invoice	15	683,146.18	0.00	0.00	0.00	683,146.18	0.00	683,146.18
	Grand Total:	683,146.18	0.00	0.00	0.00	683,146.18	0.00	683,146.18

Account Summary

Account	Name		Amount
2226-5-00-4310502	REDV OP/CONTRACT SVCS		892.50
		Total:	892.50
Account	Name		Amount
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS		55,985.70
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ		50,600.00
		Total:	106,585.70
Account	Name		Amount
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS		15,441.34
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT		247,068.33
		Total:	262,509.67
Account	Name		Amount
4502-5-00-4440000	ARP/CAPITAL OUTLAYS		171,489.81
		Total:	171,489.81
Account	Name		Amount
4653-5-00-4390500	BRLF - GRANT AWARDED	.,	141,668.50
		Total:	141,668.50



Payable Register

Payable Detail by Vendor Name Packet: APPKT03153 - RDC - 9/4/25

Payable # Payable Description	Payable Type Ban	Post Date ik Code	Payable Date	Due Date	Discount Date On Hold	Amou	int	Tax S	Shipping	Discount	Total
Vendor: 0210420 - AMAZON	CAPITAL SERVICE	CES, INC.							Vendor	Total:	21.98
1XJ7-3DCX-KMC4 MARK PHONE Items	Invoice AP1	9/4/2025 .ST - AP1ST	8/15/2025	9/14/2025	8/15/2025 No Payment	21.s t Date: 9/4,		0.00	0.00 Bank D	0.00 raft:	21.98 DFT0001148
Item Description	Comn	nodity	Uni	ts Price	Amount	Tax	Shipping	Disco	ount	Total	
MARK PHONE Distributions	N/A		0.0	0.00	21.98	0.00	0.00	(0.00	21.98	
Account Number 2226-5-00-4290001	Account Name REDV OP/OTHER	R SUPPLIES	Project A	ccount Key	Amount 21.98						

Payable Register -

Packet: APPKT03153 - RDC - 9/4/25

Payable Summary

Туре	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	21.98	0.00	0.00	0.00	21.98	21.98	0.00
	Grand Total:	21.98	0.00	0.00	0.00	21.98	21.98	0.00

Account Summary

Account	Name		Amount
2226-5-00-4290001	REDV OP/OTHER SUPPLIES		21.98
		Total:	21.98



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, 2024. However, previously unrelocated utilities were discovered that conflicted with the proposed construction. These utilities could not be

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

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 and Olive Street have been replaced in the right-of-way. Niblock completed new storm outfalls to Rock Run Creek and storm sewer on Lincoln Avenue and Olive Street. Roadway reconstruction is continuing west of Steury Avenue this fall. After re-opening to traffic over the winter, Lincoln Avenue will close again next spring so that Niblock can complete the new storm sewer system and utility services. Once Lincoln Avenue re-opens to traffic in 2026, work will continue along Steury Avenue with drainage improvements, utility replacements, and the reconstruction of the roadway to smooth out the "S" curves.

3. FORMER WESTERN RUBBER SITE / ARIEL CYCLEWORKS DEVELOPMENT

PROJECT DESCRIPTION

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

PROJECT UPDATE

AP Development is moving forward with a mixed-use project featuring approximately 136 apartments and 1,000 square feet of commercial space. 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 complete, which included improvements to 10th Street, Douglas Street and Reynolds Street. Utility improvements included new water main and a new storm sewer system, as well as replacement of water and sanitary services, including new services for the Ariel Cycleworks site. Roadways and sidewalks were fully reconstructed, with curb-and-gutter added on 10th Street north of Plymouth Avenue.

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

As no full-priced offers were received in August, less than full price offers will be received at the September 11th Board of Works meeting and distributed for review in advance of our October Commission meeting.

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 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 Stucturepoint 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 is expected in 2026. Bridge and roadway construction would follow in 2027.

Estimated costs are shown in Table 1 on page 8 of the Report.

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

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10-foot multi-use path on the north side of College Ave from US 33 west to Ninth Street. The 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 8 of the Report. The project is scheduled to be bid in August 2029. Considering utility relocations, it is likely that construction will extend into 2032.

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

PROJECT DESCRIPTION

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

PROJECT UPDATE

Abonmarche has completed field survey work and is working on utility coordination, environmental assessment, and design. Railroad coordination has also started. Stage I plans 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 8 of the Report. The project is scheduled to bid in August 2028. Construction may begin that fall and would extend through 2029, at least.

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.

9. WEST JEFFERSON STREETSCAPE

PROJECT DESCRIPTION

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

PROJECT UPDATE

This project has been fully designed in-house. We are nearly ready to bid the project and anticipate that occurring before the end of the year for a 2026 construction season.

10. 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 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 now open for Reliance Road traffic, but work will continue on Peddlers Village Road and will be completed by Thanksgiving.

11. 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.

12. FIDLER POND CONNECTOR PATH

PROJECT DESCRIPTION

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

PROJECT UPDATE

An RFP is being prepared to hire a consultant to assist the city in evaluating route options and obtaining resident feedback from this area. Once a route is selected, we will move forward with the project design. It is anticipated that construction of any trailway connection will not occur until the East College Avenue – Phase I project is completed in 2027.

13. 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 next spring.

14. ANNEX RENOVATION PROJECT

PROJECT DESCRIPTION

The city is planning updates to the Annex building, including renovating the 2nd floor to create additional office space, installing fire suppression throughout the building, and adding a new elevator to improve accessibility. Kil Architecture has completed the design plans, and an RFP was issued to hire a Construction Manager as Constructor (CMc). This approach, similar to the BOT model, allows the city to engage a General Contractor early in the process to collaborate with the design team on cost estimation, constructability, and value engineering before finalizing a Guaranteed Maximum Price (GMP).

PROJECT UPDATE

The city has executed an agreement with DJ Construction as the CMc for this project. Due to the impacts of recent State legislation, the full Annex Renovation project is currently on hold. The City is working with DJ Construction to obtain estimates for a revised and reduced scope of work, including, at minimum, replacement of the platform lift, installation of more energy efficient windows, and mortar repairs.

15. 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 October. Construction of Century Drive between College Avenue and Eisenhower Drive would occur before the College Avenue - Phase I road closures in 2027.

16. 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 this fall, with construction of the project occurring in 2026.

17. 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 year 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.

18. 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 year for the design of the overall project. It is anticipated that the trailway will extend even if a pedestrian bridge is not considered to be viable. Our hope is to have this fully designed for 2027 construction.

Table 1 Estimated Costs for College Avenue LPA Projects

Project	Phase	Total Costs	Federal Costs		Local Costs								
		Current	Current	Future Revised Funding Request /	Budgeted	Revised Cost with Federal			Revised Cost with Federal				
		Estimate	Programmed	Revised Funding Level	Cost	Funds at 60%	Net Change	Federal %	Funds as Requested	Net Change	Federal %		
College Avenue - Phase I (US 33 to Century)	Preliminary Engineering (PE)	\$745,008	\$520,486	\$596,006	\$120,000	\$224,522	\$104,522	69.86%	\$149,002	\$29,002	80.00%		
	Right-of-Way (RW)	\$1,050,223	\$881,780	\$840,178	\$200,000	\$210,045	\$10,045	80.00%	\$210,045	\$10,045	80.00%		
	Subtotal, PE & RW	\$1,795,231	\$1,402,266	\$1,436,185	\$320,000	\$434,567	\$114,567	75.79%	\$359,046	\$39,046	80.00%		
	Construction & Contingency	\$7,600,000	\$3,100,000	\$4,225,000	\$3,130,000	\$3,040,000	-\$90,000	60.00%	\$3,375,000	\$245,000	55.59%		
	Railroad												
	Construction Inspection (CI)	\$1,260,000			\$1,000,000	\$1,260,000	\$260,000		\$1,260,000	\$260,000			
	Subtotal, Construction & CI	\$8,960,000	\$3,100,000	\$4,225,000	\$4,130,000	\$4,400,000	\$270,000	50.89%	\$4,735,000	\$605,000	47.15%		
	Additional Cost (Bridge 410)	\$226,200				\$226,200	\$226,200		\$226,200	\$226,200			
	Total, All Phases	\$10,981,431	\$4,502,266	\$5,661,185	\$4,450,000	\$5,060,767	\$610,767	53.92%	\$5,320,24 6	\$870,246	<u>51.55%</u>		
College Avenue - Phase II (Century east to City Limits)	Preliminary Engineering (PE)	\$429,800	\$343,840	\$343,840	\$140,000	\$85,960	-\$54,040	80.00%	\$85,960	-\$54,040	80.00%		
	Right-of-Way (RW)	\$50,000	\$40,000	\$40,000	\$40,000	\$10,000	-\$30,000	80.00%	\$10,000	-\$30,000	80.00%		
	Subtotal, PE & RW	\$479,800	\$383,840	\$383,840	\$180,000	\$95,960	-\$84,040	80.00%	\$95,960	-\$84,040	80.00%		
	Construction & Contingency	\$7,691,725	\$4,600,000	\$6,153,380	\$920,000	\$3,076,690	\$2,156,690	60.00%	\$1,538,345	\$618,345	80.00%		
	Construction, Non-Participating	\$1,000,000							\$1,000,000	\$1,000,000			
	Subtotal, Construction	\$8,691,725	\$4,600,000	\$6,153,380	\$920,000	\$3,076,690	\$2,156,690	64.60%	\$2,538,345	\$1,618,345	70.80%		
	Railroad	\$250,000		\$250,000)	\$100,000	\$100,000	60.00%	\$0	\$0	100.00%		
	Construction Inspection (CI)	\$1,216,842		\$973,473		\$486,737	\$486,737	60.00%	\$243,368	\$243,368	80.00%		
	Subtotal, Construction & CI	\$10,158,567	\$4,600,000	\$7,376,853	\$920,000	\$3,663,427	\$2,743,427	63.94%	\$2,781,713	\$1,861,713	72.62%		
	Total, All Phases	\$10,638,367	\$4,983,840	\$7,760,693	\$1,100,000	\$3,759,387	\$2,659,387	64.66%	\$2,877,673	\$1,777,673	72.95%		
	Note: Railroad costs are estimated based on Phase III estimate												
College Avenue - Phase III (9th Street to US 33)	Preliminary Engineering (PE)	\$866,450	\$693,160	\$693,160	\$180,000	\$173,290	-\$6,710	80.00%	\$173,290	-\$6,710	80.00%		
	Right-of-Way (RW)	\$1,300,000	\$1,040,000	\$1,040,000	\$270,000	\$260,000	-\$10,000	80.00%	\$260,000	-\$10,000	80.00%		
	Subtotal, PE & RW	\$2,166,450	\$1,733,160	\$1,733,160	\$450,000	\$433,290	-\$16,710	80.00%	\$433,290	-\$16,710	80.00%		
	Construction & Contingency	\$13,020,000	\$5,900,000	\$10,416,000	\$2,400,000	\$5,208,000	\$2,808,000	60.00%	\$2,604,000	\$204,000	80.00%		
	Construction, Non-Participating	\$900,000							\$900,000	\$900,000			
	Subtotal, Construction	\$13,920,000	\$5,900,000	\$10,416,000	\$2,400,000	\$5,208,000	\$2,808,000	62.59%	\$3,504,000	\$1,104,000	74.83%		
	Railroad	\$250,000		\$200,000	1	\$100,000	\$100,000	60.00%	\$50,000	\$50,000	80.00%		
	Construction Inspection (CI)	\$1,948,800		\$1,559,040		\$779,520	\$779,520	60.00%	\$389,760	\$389,760	80.00%		
	Subtotal, Construction & CI	\$16,118,800	\$5,900,000	\$12,175,040	\$2,400,000	\$6,087,520	\$3,687,520	62.23%	\$3,943,760	\$1,543,760	75.53%		
	Total, All Phases	\$18,285,250	\$7,633,160	\$13,908,200	\$2,850,000	\$6,520,810	\$3,670,810	64.34%	\$4,377,050	\$1,527,050	76.06%		
	Note: Non-Participating construction	n costs reflect a p	ossible water main	replacement from 9th Street to 11th .	Street		· · · · · · · · · · · · · · · · · · ·						