



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF April 13, 2021**

To access online streaming of the meeting, go to <https://us02web.zoom.us/j/88473622441>

The Goshen Redevelopment Commission will meet on April 13, 2021 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. APPROVAL OF MINUTES

3. PRESENTATION – Goshen Community Schools Manufacturing Academy

4. OPEN PROPOSALS – 217 West Wilden Avenue

5. NEW BUSINESS

Resolution 15-2021 - Interlocal Agreement with the County of Elkhart for the Consolidated County Court Site

Resolution 16-2021 Authorization to Sign Agreement for the Sale and Purchase of Real Estate at 2601 Woodland Drive, Goshen, IN 46526

Resolution 17-2021 – Reimbursement of Part of the Purchase Price for Repairs to 613 S Third Street, Goshen, IN

Resolution 18-2021 – Dedication of Public Right-of-Way at 102 Olive Street

Resolution 19-2021 – Approve Amendment to Agreement for the Lease and Development of Real Estate between the City of Goshen through the Goshen Redevelopment Commission and Goshen Brewing Company

Resolution 20-2021 – Approve Request to Solicit Bids for the Lincoln Avenue/Steury Avenue Roadway Reconstruction and Drainage Improvement Project

Resolution 21-2021 – Approve Execution of Change Order No. 9 for Kercher Road Reconstruction Phase 2

Resolution 22-2021 – Request to Approve Use of Pro Time Metal Roofing for Roof Replacement at 65736 State Road 15 and Release of Insurance Funding to Contractor

Resolution 23-2021 – Approve Request to Negotiate and Execute an Agreement with Heron Environmental, LLC for a Phase 2 Environmental Site Assessment (ESA) at 113 West Jefferson Street

6. DISCUSSION

Sale of 209 West Monroe Street

Vault Grant Program

7. APPROVAL OF REGISTER OF CLAIMS

8. MONTHLY REDEVELOPMENT STAFF REPORT

9. OPEN FORUM

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

10. ANNOUNCEMENTS

Next Regular Meeting – May 11, 2021 at 3:00 p.m.

11. EXECUTIVE SESSION

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

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of March 9, 2021

The Goshen Redevelopment Commission met in a regular meeting on March 9, 2021 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 Thomas Stump. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Brian Garber, Andrea Johnson, Thomas Stump, Vince Turner, Brett Weddell and
Bradd Weddell

Absent: None

ELECTION OF OFFICERS

Commissioner Stump nominated Commissioner Turner for President of the Goshen Redevelopment Commission and Commissioner Weddell seconded. A motion was made by Commissioner Weddell and seconded by Commissioner Stump to close the nominations. The motion was adopted unanimously and Commissioner Turner was elected as President of the Goshen Redevelopment Commission for the 2021 calendar year.

Commissioner Weddell nominated Commissioner Garber for Vice President of the Goshen Redevelopment Commission and Commissioner Stump seconded. A motion was made by Commissioner Weddell and seconded by Commissioner Stump to close the nominations. The motion was adopted unanimously and Commissioner Garber was elected as Vice President of the Goshen Redevelopment Commission for the 2021 calendar year.

Commissioner Weddell nominated Commissioner Johnson for Secretary of the Goshen Redevelopment Commission and Commissioner Garber seconded. A motion was made by Commissioner Weddell and seconded by Commissioner Stump to close the nominations. The motion was adopted unanimously and Commissioner Johnson was elected as Secretary of the Goshen Redevelopment Commission.

APPROVAL OF MINUTES

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve the minutes of the February 9, 2021 regular meeting and executive session.

The motion was adopted unanimously.

OPEN PROPOSALS - 2601 Woodland Drive

Commission President Turner opened the following proposals from:

Len & Marci Morris - \$260,000

Brian Moore - \$255,000

Mario Garcia - \$275,000

Mark Brinson, Community Development Director, asked for volunteers to be on the review committee and Commissioner Weddell and Commissioner Johnson volunteered.

NEW BUSINESS

Resolution 11-2021 – Release of Mortgage on 401 South Third Street and 204 West Madison Street (7:15) Larry Barkes, Commission Attorney, stated that all the required improvements have been made and asking for release of the mortgage.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 11-2021.

The motion was adopted unanimously.

Mark Brinson, Community Development Director, stated for the record that an inspection confirmed that all improvements have been made.

Resolution 12-2021 – Approve Request to Issue a Request for Proposals for College Avenue Reconstruction Phase 2

(9:00) Dustin Sailor, Director of Public Works, stated that the City was awarded \$7,485,600.00 from Federal Highway Administration (FHWA) Group II Surface Transportation Program Group (STBG) for the reconstruction of College Avenue between Ninth Street and US 33. Mr. Sailor explained the project. The STBG funds will provide 80% of the projects total anticipated cost with the local portion expected to be around \$1,900,000. Construction slated to begin in 2027.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 12-2021.

The motion was adopted unanimously.

Resolution 13-2021 – Approve Execution of Change Order No. 5 for Ninth Street Multi-Use Path

(10:40) Josh Corwin, City Engineer, stated this is the final change order. The net value of the adjustments and total value of this change order is \$1884.78 bringing the final contract amount to \$1,240,835.78.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 13-2021.

The motion was adopted unanimously.

Resolution 14-2021 – Approve Request to Solicit Bids for the Crossing Stormwater Drainage System Project

(11:45) Becky Hutsell, Redevelopment Project Manager, this project has been developed over the past two years and provides benefit to the Plymouth Avenue TIF. This will be funded using all of the existing TIF funds for Plymouth Avenue TIF, which has now expired, as well as stormwater funding. The plan is to have the project completed this year.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 14-2021.

The motion was adopted unanimously.

DISCUSSION

Vault Grant Program

(14:37) Dustin Sailor, Director of Public Works, stated at the last meeting Clear Creek & Associates were present and gave their report of the vault assessment. Mr. Sailor explained the rating system. The Redevelopment Commission participated in the closure program from 2012-2017 and explained the process of the program. A summary of how much has been spent over time was included in the memo in the packet. Asking if the Commission would reconsider starting the program again and be willing to cover the fill amount at approximately \$5,000 per site for a total of approximately \$100,000 and 100% of the sidewalk replacement.

(18:42) Questions and discussion between staff and Commission members regarding costs.

All Commissioners agreed they would like to see a list of properties, who the owners are and the grade of their vaults to see if the problems were present in 2012-2017 before making a commitment. Mr. Sailor said he would provide that information.

613 South Third Street

(27:00) Larry Barkes, City Attorney, stated he was contacted with a request to for credit for certain conditions that were not identified at time of purchase. Photos were included in the packet. The first condition, which he supports, is the many of layers of shingles on roof. The cost for removal of the extra layers is \$6850. Second is terminate damage that was not seen until the siding was removed and third for removal of asbestos.

(29:19) Clay Shetler, indicated the asbestos was found in the attic when they were trying to insulate it. Mr. Shetler indicated they noticed the home had been treated for termites but did not see the damage. The issue with the roof came to light when the insurance company would not insure the house because the shingles were too old and the roof had to be replaced. A & M Home Services replaced the roof and other items for a total cost of \$16,000. He is seeking relief in the amount of \$6850 for the extra cost due to the excessive layers of roofing material.

(38:00) Comments and discussion between Mr. Shetler and Commission members regarding costs. It was determined that there will be relief from \$3425.00 to a maximum of \$4800.00

(46:34) Larry Barkes, Commission Attorney, stated that a resolution will be prepared for the Commission to consider and will leave the amount blank and will decide at the April Commission meeting.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve payment of the Register of Claims totaling \$208,426.06

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

Ayes: Garber Johnson Stump Turner Weddell

Nays: None

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Community Development Director Mark Brinson offered to answer any questions about the monthly report; however the Commission did not have any questions. Mr. Brinson thanked the Commission members for taking a tour of the Manufacturing Academy at Goshen High School.

OPEN FORUM

No one from the Commission or public spoke during the open forum.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for April 13, 2021 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 3:50 p.m.

APPROVED on April 13, 2021

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

204 East Jefferson Street, Suite 6 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626

communitydevelop@goshencity.com • www.goshenindiana.org

Memo

To: Goshen Redevelopment Commission

From: Mark Brinson

Subject: Goshen High School Manufacturing Academy- Funding Request

Date: April 9, 2021

The Redevelopment Commission provided a grant in the amount of \$100,000 to Goshen High School in 2019. The grant was used to purchase training equipment for the Manufacturing Academy, which was in the early stages of development. The Commission expressed interest in continuing to support this program due to career opportunities it offers students and the skilled workforce it brings to local manufacturers. At the time there was discussion about a multi-year commitment to the Academy which would allow them to better plan for training equipment needs in the future.

Included in the meeting packet is a proposal with detailed information about the purpose of the Manufacturing Academy and how it will benefit the Goshen community. The proposal includes a list of the specific equipment that would be purchased over the next five years and the annual budget. A summary of the funding request by year is as follows:

Year One:	\$122,501
Year Two:	\$98,448
Year Three:	\$100,950
Year Four:	\$97,050
<u>Year Five:</u>	<u>\$92,450</u>
TOTAL	\$511,399

This project is not currently included in the most recently approved five-year Capital Plan or the proposed Capital Plan. If the Commission approves the funding request, the 2021-2025 Capital Plan will be adjusted to reflect this change.

The

Manufacturing Academy

at

Goshen High School



Purpose

The purpose of the Manufacturing Academy at Goshen High School is to provide graduates with the experiences and training that lead to obtaining good jobs in high-need, high-paying local manufacturing businesses. The manufacturing Academy at Goshen High School will also provide the resources local manufacturers need to train incumbent workers. Providing student graduates and incumbent workers with the training necessary to fill these jobs, Goshen Community Schools is poised to not only provide it's students with great employment opportunities, but provides a service to the entire community as a catalyst to bring in more manufacturing businesses. Additional businesses would help diversify the local manufacturing sector, making Goshen and the Goshen community more recession proof and a more stable economy.

Need

The Elkhart-Goshen area has led the nation in the largest job percentage gain, and retaining that ranking requires filling roughly 9,500 open positions.¹ Non-farm jobs in Elkhart and Goshen grew by 5.3 percent from November 2016 to November 2017, according to data released by the U.S. Bureau of Labor Statistics. Goshen mayor Jeremy Stutsman in explaining the city's growth stated, "It's certainly an exciting thing for our community to be able to boast that we have that many jobs being created. Each community in Elkhart County is working to manage that growth and we're seeing the effects of that". Stutsman further explained that city leaders have been working with developers to bring more housing to the area, as well as redeveloping brownfields and continuing the process of building quality of life and quality-of-place projects in hopes that we will continue to attract higher-paying jobs which will in turn help our communities and our schools thrive.²

The jobless rate in the Elkhart region plunged from 20% in March 2009, worst in the U.S., to just over 2% in January, half the national average. The local unemployment rate is near zero with some 9,500 left unfilled. Each day, about 25,000 workers commute into Elkhart County. A county economic development agency is hunting for job candidates across Appalachia

¹ Goshen News, January 7, 2018

² Goshen News, January 7, 2018

and as far as Puerto Rico.³ The local jobs rebound is the largest rebound in the United States. As the national unemployment rate drops toward 4%, the Elkhart region has been at that level or below for 30+ consecutive months. Opportunities abound for local development and growth with such a robust jobs outlook.

The Indiana State Board of Education was also a stimulus for change in creating need. In December of 2017 the Indiana State Board of Education transformed Indiana’s graduation requirements away from standardized testing and toward performance indicators, readying graduates for college and careers. The new ‘Graduation Pathways’ ensure every Indiana student will graduate from high school with a broad awareness of their individual career interests and options, a strong foundation of academic and technical skills and demonstrable employability skills that lead directly to meaningful opportunities, such as entering the workforce, earning a college degree or industry-recognized credential or enlisting in the military.

Local Jobs Market

Over 92% of Indiana’s manufacturing firms are experiencing a shortage of skilled production workers.⁴ Further, nearly on quarter of Indiana’s entire workforce is employed in manufacturing and logistics. The average income of those in the manufacturing industry is \$77, 092 compared to \$51, 820 for those employed outside of manufacturing, The local jobs market in manufacturing and manufacturing-related careers continue to rise. The chart below shows the broad current job need in the Elkhart-Goshen area with education level, average salary and demand for position over the next decade.

Position	Education Needed	Salary	Demand
Manufacturing Engineer	Bachelor’s	\$72, 980	8.44%
Manufacturing Sales	Bachelor’s	\$67,510	7.38%
Production Technician	Credential	\$63,900	4.91%

All figures from the Indiana department of Workforce Development

³ The Wall Street Journal; April 13, 2018

⁴ HireTech, Connexus Indiana

Goshen Community Schools stands ready to meet this local need for our economy by creating pathways in which students may earn credentials that are needed in area industries.

Programming

The Manufacturing Academy at Goshen High School will provide students with manufacturing technology and machine shop skills needed to enter the local job market. Students will also be able to take their skills and credentials earned to further their study at Ivy Tech Community College or other postsecondary institutions to complete two- and four-year degrees. Programming may also include training for incumbent workers.

Community Partners

The Goshen Community Schools has partnered with Horizon Education Alliance (HEA) to bring manufacturing training into our schools. HEA supports a network of businesses, schools and community stakeholders to develop pilot projects to design, test and adopt solutions to improve local education outcomes. HEA has been instrumental in this cross-sector partnership to provide local industries with the talent needed to fill exiting a future jobs. HEA has promoted, along with local industry leaders, the need to provide a work force with specific training to fill the number of skilled trade jobs. This training of new workers and retraining of the incumbent workforce provides the critical resource of trained labor that is needed to transform Goshen's industrial base from the manufacturing of yesterday to the Lean manufacturing that will be needed to strengthen and diversify Goshen's industrial base. The Goshen Community Schools will also rely heavily on the many manufacturers to provide students with meaningful internships as they transition from high school to the workforce.

Resources

In order to provide the training necessary to bolster our local economy, The Goshen Community Schools will need resources in personnel and equipment. Attracting and retaining teachers with the skills, training and certifications necessary to teach manufacturing classes is a challenge with most candidates with those perquisites finding more lucrative positions in industry. Goshen High School has found such a teacher with twenty plus years in the manufacturing sector.

In addition to personnel, Goshen High School will need to create and maintain a world-class manufacturing education facility. The Goshen Community Schools is investing in a renovation and update of its existing facilities to accommodate the new Manufacturing Academy. Along with the physical space, Goshen High School will need to invest in the same equipment used in local industries. The acquisition of such equipment is necessary to provide students and incumbent workers with the real world application of skills needed to enter the workforce. This equipment is also needed in order to test students and workers for certifications. A complete list of equipment needed is attached as an appendix. Please see the attached five-year budget.

Equipment	Quantity	Price Each	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5
Cutting Tools for mills / lathes			\$1,500.00	\$1,000.00	\$1,200.00	\$1,400.00	\$1,400.00
Drill press vises	4	\$75.00	\$225.00	\$75.00			
Band saw spare blades			\$250.00				
90 deg vertical vise for NC mill			\$450.00				
Sine or Angle mill vise		\$350.00		\$350.00			
Measurement / Inspection equipment Gauge pins, digital calipers/micrometers			\$1,200.00				
Sheet metal brake			\$6,000.00				
Sheet metal shear				\$3,000.00			
Plasma cutter			\$35,000.00				
Pneumatic Plate Marking Tool					\$2,500.00		
Plasma cutter consumables			\$500.00	\$750.00	\$1,000.00	\$1,000.00	\$1,000.00
Gravity Feed Conventional Paint Spray Gun			\$200.00				
Welding Equipment							
Gas bottles		\$270.00	\$1,080.00	\$1,200.00	\$1,350.00	\$1,350.00	\$1,350.00
MIG Welder		\$3,200.00		\$3,200.00	\$3,200.00		
TIG Welder		\$3,500.00			\$3,500.00		
Consumables			\$350.00	\$500.00	\$500.00	\$500.00	\$500.00
Welding gun replacement for existing MIG		\$300.00	\$300.00				
Spool Gun (Aluminum welding)	2	\$1,500.00	\$1,500.00		\$1,500.00		
Welding tables	3	\$500.00	\$1,000.00	\$500.00			
AugmentedArc Trainer	3	\$25,400.00	\$25,400.00				\$50,800.00
Helmets	4	\$50.00	\$100.00	\$100.00			
Welding Jackets	4	\$35.00	\$140.00				
Magnets / clamps	12	\$10.00	\$120.00	\$80.00			
Wire	3	\$57.00	\$171.00	\$250.00	\$300.00	\$350.00	\$400.00
Welding screen + frames	6	\$200.00	\$800.00	\$400.00			
Hand Tools / Air Tools			\$1,000.00				
Stock Material							
Sheet metal			\$2,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
Bar stock			\$2,500.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00
Delrin / plastic			\$2,500.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
IGNITE (Amatrol Equipment)							
Instructors Packages	6	\$185.00	\$740.00	\$370.00			
Pegasus Simulation Software (C1)	1	\$725.00	\$725.00				
Electrical Fabrication 1 Learning System (C2)	1	\$3,450.00	\$3,450.00				
Automated Can Crusher Project Kit (C2)	1	\$1,074.00	\$1,074.00				
Automated Hydroponics Project Kit (C3)	1	\$3,113.00	\$3,113.00				
Ergonomic Workstation Project Kit (C3)	1	\$1,992.00	\$1,992.00				

REQUEST FOR PROPOSALS TO PURCHASE REAL ESTATE

The City of Goshen Redevelopment Commission (hereinafter referred to as “Redevelopment”) is requesting proposals to purchase the real estate commonly referred to as 217 West Wilden Avenue, Goshen, Indiana.

REAL ESTATE TO BE PURCHASED

The legal description for the real estate to be purchased is as follows:

Lots numbered 399,400, and the East¼ of Lot number 401 in Wilden's Walnut Hill, 4th Addition, to the City of Goshen, Indiana, said plat being recorded in Deed Record 86, page 420, in the Office of the Recorder of Elkhart County, Indiana.

Parcel Number: 20-11-04-454-002.000-015

SUBMISSION OF PROPOSAL

Any proposal to purchase 217 West Wilden Avenue, Goshen, Indiana shall be submitted to Mark Brinson, Community Development Director at 204 East Jefferson Street, Goshen, Indiana 46528-3405, no later than 12:00 p.m. (noon) on April 13, 2021.

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. The proposal shall be submitted in a sealed envelope clearly marked as a Proposal to Purchase 217 West Wilden Avenue. The proposal shall contain the name, address and telephone number of the person or entity submitting the proposal.

Redevelopment reserves the right to waive informalities or irregularities in the selection process. Mark Brinson may be contacted to answer any questions; however, any oral communication will be considered unofficial and non-binding.

This Request for Proposals does not commit Redevelopment to sell the 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. Redevelopment may require a person or entity submitting a proposal to submit any additional data or information Redevelopment deems necessary.

Redevelopment may request a person or entity submitting a proposal to revise one (1) 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. The terms offered in any proposals shall be maintained through the evaluation period.

CONDITIONS OF SALE

Purchase Price

The purchase price shall be tendered in cash or in other functionally equivalent form at the closing.

Warranty

The real estate is to be purchased AS IS without any warranty of habitability.

Use of Premises

- a) Purchaser must use the real estate in conformity with all applicable laws and regulations of any government entity or public authority.
- b) Purchaser must not use the real estate in a manner that would be reasonably offensive to the owners or users of adjoining real estate or would tend to create a nuisance.

Risk of Loss

Purchaser shall be responsible for loss to the real estate beginning on the date of closing.

Trusts

Any proposal submitted by a trust must identify each beneficiary of the trust and whether the settler is empowered to revoke or modify the trust as required by Indiana Code 36-7-14-22.

Purchase Agreement

The person or entity submitting the selected proposal will be required to enter into a Purchase Agreement incorporating the terms of this Request for Proposals, the terms of the successful proposal, and the terms added or modified during the course of the negotiations between the parties including other provisions deemed appropriate by Redevelopment.

SELECTION PROCESS AND SCHEDULE

The proposals will be opened by the Goshen Redevelopment Commission at the Redevelopment Commission meeting on April 13, 2021 at 3:00 p.m. in the Goshen City Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

The proposals will be considered by the Goshen Redevelopment Commission. The Redevelopment Commission reserves the right to refer the proposals received to Mark Brinson, Community Development Director, and such other staff as the Commission deems appropriate to review the proposals and make a recommendation to the Redevelopment Commission. The Commission reserves the right to interview the parties submitting proposals or to request the parties submitting proposals to provide supplemental information.

Redevelopment reserves the right to accept or reject any or all proposals. If Redevelopment selects a proposal, it will select the highest and best proposal. Redevelopment may then enter into purchase negotiations with the entity submitting the highest and best proposal.

In determining which proposal is the highest and best proposal, Redevelopment will consider the following:

- a) Purchaser's proposed purchase price.
- b) Whether Purchaser is a trust, which did not identify all its beneficiaries, and whether the settler is empowered to revoke or modify the trust.
- c) Whether the proposed purchase will serve the interest of the community.
- d) The purchaser's intended use of the real estate.

If no proposal offers a purchase price of Seventeen Thousand Nine Hundred Dollars (\$17,900.00) or more, the Redevelopment Commission may select a proposal offering less than Seventeen Thousand Nine Hundred Dollars (\$17,900.00), but only after the Redevelopment Commission accepts additional proposals until May 17, 2021. The additional proposal will be opened by the Goshen Board of Public Works and Safety at its meeting on May 17, 2021 at 2:00 p.m. The additional proposals after they are opened will be referred to Redevelopment Staff. 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.

REQUESTS FOR CLARIFICATIONS AND ADDENDA

Entities intending to submit proposals who have questions or are interested in touring the site should contact Mark Brinson, Community Development Director.

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 the City to be necessary. An entity submitting a proposal shall rely only on written addenda issued by Mark Brinson, Community Development Director. Requests for clarification shall be made in writing and may be directed to:

Mark Brinson, Community Development Director
City of Goshen Redevelopment Commission
204 East Jefferson Street, Suite 6
Goshen, Indiana 46528
Telephone: (574) 537-3824
E-Mail: markbrinson@goshencity.com

Interpretations or clarifications determined necessary by the City will be issued by addenda mailed, faxed or otherwise delivered to all parties recorded by the City 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.

PREPARATION AND SUBMISSION OF PROPOSALS

Cover Letter

A cover letter signed by a person authorized to submit and sign the proposal must be submitted with the proposal. The cover letter shall include the following:

- a) The person or entity's name, address, and telephone number;
- b) The name of the person authorized to submit/sign the proposal, his/her title, telephone number and e-mail address;
- c) The person or entity's Federal ID number or last four digits of the social security number; and

A financial statement for the entity or person submit the proposal that is specific enough so that a proper determination can be made of the person or entity's financial capability to fulfill the financial obligations of the proposal.

Submission of Proposal

- a) All proposals shall be submitted in a sealed envelope. The envelope must be labeled with the submitting person or entity's name and address; and be clearly marked as a Proposal to Purchase 217 West Wilden
- b) If a proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of the outer envelope.
- c) Proposals shall be filed with Mr. Mark Brinson, Community Development Director, City of Goshen Redevelopment Commission, 204 East Jefferson Street, Suite 6, Goshen, Indiana 46528.
- d) All proposals submitted become the property of the City and are a matter of public record.
- e) Any entity wishing to make a proposal must submit their sealed, written proposal no later than April 13, 2019 by 12:00 p.m. Goshen time.
- f) The City of Goshen is not responsible for late or lost proposals due to mail service inadequacies, traffic or other similar reasons.
- g) Proposals received after the designated time will not be considered in the selection process unless no proposal is received offering to purchase the real estate for at least the asking price or more.
- h) The City reserves the right to accept or reject any or all proposals and to waive informalities or irregularities in the selection process.

Withdrawal of Modification of Proposal

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 who signed the original proposal submitted. No proposal may be amended after the opening of the proposals unless the period of time to accept proposal because no proposal equals the asking price was received

GENERAL TERMS AND CONDITIONS

Conflict of Interest/Non-Collusion

- a) All submitting entities must certify that the entity has not entered into a 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 a person to refrain from submitting a proposal.
- b) The submitting entity's proposal is made without reference to any other proposal unless specifically so indicated.
- c) All submitting entities certify 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.
- d) 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, or the scope of services to be rendered to the Redevelopment Commission.
- e) 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 the Redevelopment Commission.
- f) The submitting entity if selected must sign and have notarized a Conflict of Interest / Non-Collusion Affidavit.

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.

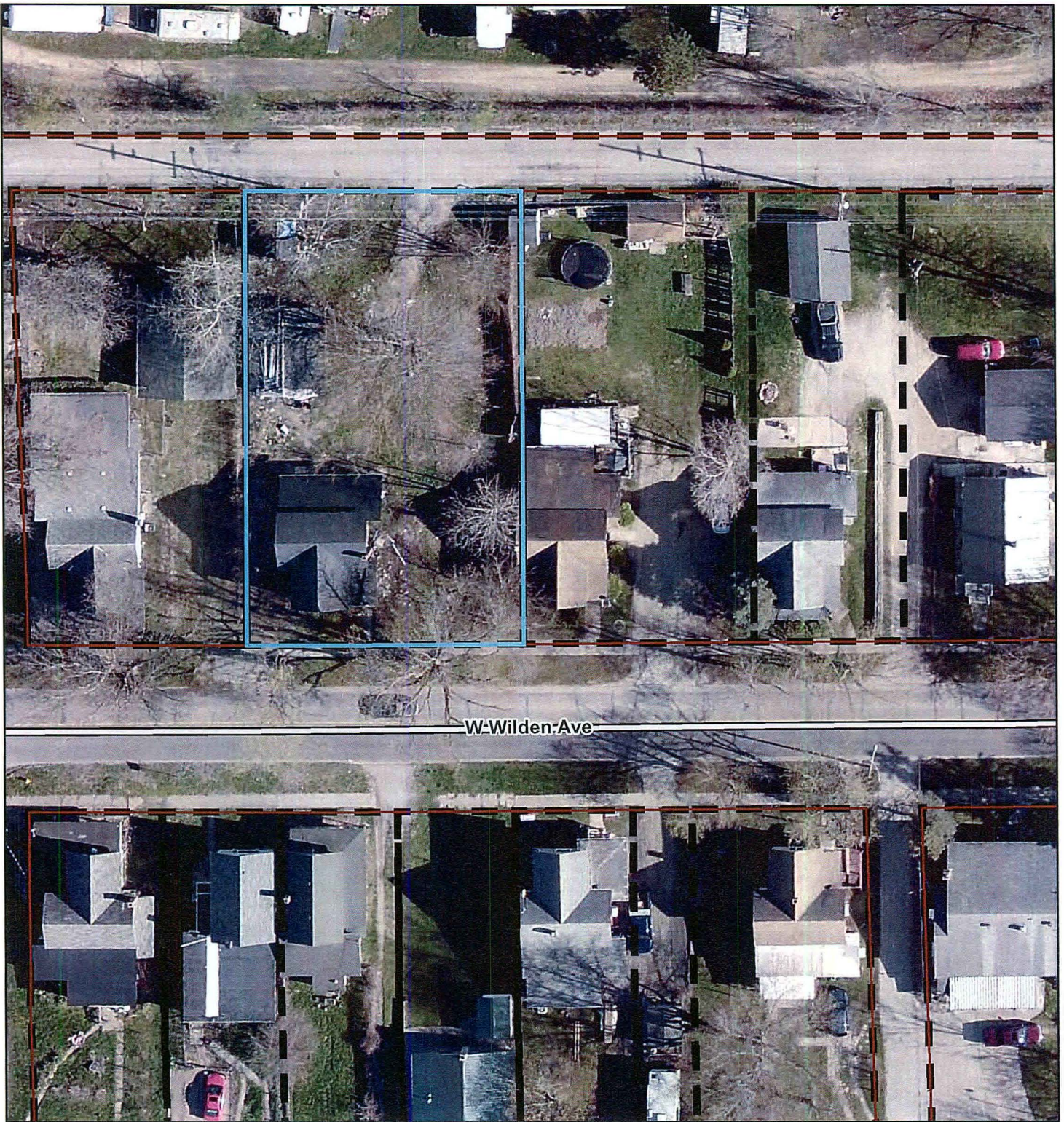
Costs for Submitting Proposal

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 nor its Redevelopment Commission are liable for any costs for work or services performed by the selected Proposer prior to the award of a contract.

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 entity before affixing his or her signature to the proposal.

Exhibit A



*The house depicted on the map has been demolished

RESOLUTION 15-2021

**Interlocal Agreement
with the County of Elkhart
for the Consolidated County Court Site**

WHEREAS the City of Goshen and the County of Elkhart have negotiated an agreement to identify the duties and responsibilities of the parties to extend and/or improve needed infrastructure to the proposed Consolidated County Court Site located in the area of US 33, Reliance Road and County Road 17.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Interlocal Agreement with the County of Elkhart for the Consolidated County Court Site attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Community Development Director is authorized to execute the Interlocal Agreement on behalf of the Goshen Redevelopment Commission and the City of Goshen.

PASSED and ADOPTED by the Goshen Redevelopment Commission on April 13, 2021.

President

Secretary

**INTERLOCAL AGREEMENT
FOR CONSOLIDATED COUNTY COURT SITE**

THIS AGREEMENT is made and entered this _____ day of _____, 2021 by and between the CITY OF GOSHEN, INDIANA (City), by and through the Goshen Board of Public Works and Safety and Stormwater Board and the Goshen Redevelopment Commission, and with the approval of the Goshen Common Council, and the COUNTY OF ELKHART, INDIANA (County) by and through the Board of Commissioners of the County of Elkhart, Indiana, and with the approval of the Elkhart County Council.

WHEREAS, the County is moving the location of most of the Elkhart County Courts to a site in the area of US 33, Reliance Road and County Road 17.

WHEREAS, the Goshen Redevelopment Commission agrees to provide part of the funding for infrastructure needed for the new County Court site which is located within the City of Goshen.

WHEREAS, the City and County enter into this agreement to identify the duties and responsibilities of the City and County to extend and/or improve needed infrastructure to the proposed Consolidated Court Site.

THEREFORE, in consideration of the following terms, conditions, and commitments, the parties agree as follows:

CONSOLIDATED COURT SITE

1. County will locate most, if not all, of the Elkhart County courts to a location within the corporate limits of the City. County will be responsible for the design and construction of all on-site buildings, parking lots, and infrastructure, including water, sewer, sidewalks and stormwater.
2. The Consolidated Court Site is east of County Road 17, west of Reliance Road and north of Mohawk Drive and Peddlers Village Road (County Road 28) as shown on the map attached to this agreement as Exhibit A.

3. All county building construction and on-site infrastructure construction will be designed, constructed and paid for by County.

JOINT PROJECTS

1. Joint Projects do not include the building construction projects and infrastructure projects located on County's real estate as shown in Exhibit A.
2. Joint Projects include the following projects:
 - a. Road construction. Road improvements needed along Reliance Road between US 33 and Peddler's Village Road, along Peddler's Village Road between US 33 and County Road 17, and along CR 17 from Peddler's Village Road to the US 33 overpass, including center turn lanes and acceleration/deceleration lanes where appropriate and the necessary improvements at all intersections included in the affected corridors.
 - b. Stormwater piping. Stormwater piping will be constructed to City of Goshen standards to take stormwater run-off from Reliance Road to an approved outlet and may be incorporated into the stormwater retention area on the Consolidated Court Site if determined feasible by both parties and without restricting the County's planned and future development needs for the Consolidated Court Site.
3. City will serve as the Lead Agency for the Joint Projects including, but not limited to, the following duties:
 - a. Bidding the Joint Projects in compliance with governmental requirements applicable to the City and County.
 - b. Obtaining any permits or approvals required to construct the Joint Projects.
 - c. Administrating any contract or contracts awarded to a successful bidder or bidders for the Joint Projects.
 - d. Providing or contracting for engineering review and construction inspection services for the Joint Projects to the extent that such are not the responsibility of the successful bidder or bidders.
 - e. Maintaining the documents, contracts, notes, and other records connected with the Joint Projects.
 - f. Providing the County with a financial summary of all funds needed for the Joint Projects, all funds received for the Joint Projects and all funds spent on the Joint Projects, including the reconciliation of the funding provided by the City and County.
 - g. Providing or contracting for rights-of-way acquisition services and obtaining right-of-way needed for the Joint Projects.

- h. Paying all administrative costs and expenses associated with serving as the Lead Agency for the Joint Projects.

TRAFFIC IMPACT STUDY

1. City will conduct a traffic impact study to evaluate the impacts of the new court facility that will determine the level of service of existing roads and potential public roadway improvements.
2. The scope of work for the traffic impact study will include analysis and evaluation of the following:
 - a. Utility conflicts;
 - b. Right-of-way requirements/impact/options;
 - c. Consideration for route and intersection lighting;
 - d. Stormwater management;
 - e. Opinions of probable cost;
 - f. Construction impacts to the affected properties and existing improvements; and
 - g. Feasible alternatives for access to the Consolidated Court Site.
3. City will expedite completion of the traffic impact study to accommodate the County's project timeline.
4. The funding for the study will count towards the City's One Million Five Hundred Thousand Dollar (\$1,500,000) funding commitment described below.

DESIGN CONSULTANT

1. City shall provide or contract for an engineer to serve as the "Design Consultant" on the Joint Projects. The Design Consultant will furnish design engineering services necessary for the Joint Projects, including, but not limited to, survey and geotechnical services.
2. The design engineering services shall include a preliminary phase to identify the necessary expanded rights-of-way and real estate to be acquired. This work shall have the approval of the City and County before work shall begin on the final design engineering and design standards.
3. The final design engineering and design standards for the Joint Projects shall be subject to the approval of the County and City.

COUNTY PARTICIPATION

City will serve as the Lead Agency for the Joint Projects. City and County acknowledge that City will provide the administrative and oversight services required for the Joint Projects. County will be significantly involved with the Joint Projects. County participation shall include, but not be limited to, the following:

1. County will review and approve the Joint Projects design engineering. The design engineering services shall be obtained or provided by City as part of its Lead Agency role.
2. County will pay its share of all costs and expenses associated with the design engineering, land acquisition, and construction needed for the Joint Projects, including necessary appraisals and review appraisals, and shall cooperate with City on the rights-of-way acquisition for the Joint Projects.
3. County participation shall include its share of all direct and indirect costs associated with the Joint Projects. Direct and indirect costs associated with the Joint Projects shall include, but not be limited to, utility relocation, change orders, and compaction and materials testing.
4. County shall appropriate and have available for use by City all funds required of County for its share of the direct or indirect costs. The transfer of such funds to City must occur in advance or essentially simultaneous with the bidding as City is not in a position to advance the funds for all costs associated with the Joint Projects.

APPROVALS AND FUNDING PARTICIPATION

1. This Agreement is subject to the approval of the Goshen Board of Public Works and Safety and Stormwater Board, Goshen Redevelopment Commission and Goshen Common Council for City, and the Board of Commissioners of the County of Elkhart, Indiana and Elkhart County Council for County.
2. After design engineering has been completed for the Joint Projects, the City shall provide written notice of design engineering completion to the County pursuant to the Notice provisions of this Agreement. For a period of thirty (30) days after receipt of the Notice that design engineering is complete, both the City and the County shall have the right to withdraw from further participation in the Joint Projects by providing written notice to the other party if the estimated cost of the Joint Projects exceed Three Million Dollars (\$3,000,000). In the event that neither party withdraws, then both parties agree to complete the Joint Projects in accordance with the terms and provisions of this Agreement.
3. If one of the parties withdraws from this agreement, City and County each agree to pay for one-half (1/2) of the design engineering costs for the Joint Projects. If the parties are contractually obligated for any costs other than design engineering costs, the withdrawing party shall pay seventy-five percent (75%) of such costs and the non-withdrawing party shall pay twenty-five percent (25%) of the costs. Prior to the expiration of the thirty (30) day right to withdraw period, City and County agree that any contractual obligation for

costs, other than design engineering costs, will only be entered with the written consent of both City and County.

4. In the event that neither party withdraws from participating in the Joint Projects, the City and County will be responsible for the costs and expenses of the Joint Projects as follows:
 - a. City will pay the first One Million Five Hundred Thousand Dollars (\$1,500,000) of all direct and indirect costs of the Joint Projects including design, rights-of-way acquisition, and construction costs.
 - b. County will pay the next Five Hundred Thousand Dollars (\$500,000) of all direct and indirect costs of the Joint Projects including design, rights-of-way acquisition, and construction costs.
 - c. City and County will each pay one-half (1/2) of all direct and indirect costs of the Joint Projects which exceed Two Million Dollars (\$2,000,000).

TIME IS OF THE ESSENCE; DURATION OF PROJECT

1. City and County agree to cooperate so that the design engineering, rights-of-way acquisitions, and preliminary bidding process can be completed in time to accept bids for the Joint Projects by May 1, 2022.
2. The Joint Projects construction will commence no earlier than June 1, 2022, and then only if City and County have the required funding in place.
3. Time is of the essence with regard to constructing the Joint Projects. City and County agree to communicate with each other in establishing a construction schedule that will allow the Joint Projects to be completed in a timely fashion no later than November 30, 2023 consistent with subparagraphs 1 and 2 above.
4. This Agreement shall be in effect through December 31, 2024 and shall thereafter automatically renew on a year-to-year calendar basis unless either party shall give written notice of termination to the other party at least ninety (90) days prior to the end of the initial term of this Agreement or any renewal year of this Agreement. Once construction has started or the construction agreement has been fully executed, neither party may terminate the Agreement until the Joint Projects are completed.

OWNER OF PROJECT

The Joint Projects, or respective portions thereof, shall be owned by the entity with jurisdiction over the Joint Project, or those respective portions of such Project for which the entity has jurisdiction.

FILING REQUIREMENTS

Within thirty (30) days after the approval and execution of this Agreement, County shall have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

SUPPLEMENTAL DOCUMENTS

City and County agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

LIMITATIONS OF LIABILITY

1. City acknowledges that County shall not be liable to City for completion of or the failure to complete any activities which are an obligation of City to perform pursuant to this Agreement, and City agrees to defend, indemnify, and hold harmless County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from City's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claims or judgments, including without limitation court costs, attorney's fees, and other expenses.
2. County acknowledges that City shall not be liable to County for completion of or the failure to complete any activities which are an obligation of County to perform pursuant to this Agreement, and County agrees to defend, indemnify, and hold harmless City and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from County's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claim or judgments, including without limitation court costs, attorney's fees, and other expenses.

NON-DISCRIMINATION

Pursuant to Indiana Code 22-9-1-10, neither City nor County, nor any of their contractors or subcontractors, shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

MISCELLANEOUS

1. Amendment. This Agreement, and any exhibits attached, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of an amendment by the parties.

2. No Other Agreement. Except as otherwise expressly provided, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.
3. Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.
4. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
5. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail:

County: Board of Commissioners of the County of Elkhart, Indiana
c/o Jeff Taylor, County Administrator
Elkhart County Administration Building
117 North Second Street
Goshen, IN 46526
Fax: (574) 535-6747
Email: jaylor@elkhartcounty.com

City: City of Goshen, Indiana
Board of Public Works and Safety
c/o Mayor Jeremy Stutsman
202 South Fifth Street
Goshen, IN 46526
Fax: (574) 533-3074
Email: mayor@goshencity.com

with copies to:

Bodie J. Stegelmann, Goshen City Attorney
Goshen Legal Department
City Annex Building
204 East Jefferson Street, Suite 2
Goshen, IN 46528
Fax: (574) 537-3817
Email: bodiestegelmann@goshencity.com

and

Craig M. Buche, Elkhart County Attorney
Yoder Ainlay Ulmer & Buckingham, LLP
130 North Main Street
Goshen, IN 46526
Fax: (574) 534-4174
Email: cbuche@yaub.com

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

IN WITNESS WHEREOF, the parties have duly executed this agreement pursuant to all requisite authorizations as of the dates set forth below.

[Signatures on separate sheets.]

COUNTY OF ELKHART, INDIANA

Date: _____, 2021

Board of Commissioners of the
County of Elkhart, Indiana

Suzanne M. Weirick

Frank R. Lucchese

Bradley D. Rogers

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Frank R. Lucchese, Suzanne M. Weirick, and Bradley D. Rogers of the Board of Commissioners of the County of Elkhart, Indiana, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2021.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

APPROVAL

The Elkhart County Council of the County of Elkhart, Indiana approves the foregoing Interlocal Agreement on this ____ day of _____, 2021.

Elkhart County Council
County of Elkhart, Indiana

Thomas W. Stump, President

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Thomas W. Stump, President of the Elkhart County Council of the County of Elkhart, Indiana, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the Approval of foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana.

Witness my hand and Notarial Seal this ____ day of _____, 2021.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

CITY OF GOSHEN, INDIANA

Date: _____, 2021

Goshen Board of Public Works and Safety
and Stormwater Board
City of Goshen, Indiana

Jeremy P. Stutsman

Michael A. Landis

Mary Nichols

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Michael A. Landis, and Mary Nichols of the Goshen Board of Public Works and Safety and Stormwater Board of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2021.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

Date: _____, 2021

Goshen Redevelopment Commission
City of Goshen, Indiana

Printed: _____
President

Printed: _____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared _____, President and _____, Secretary of the Goshen Redevelopment Commission of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 2021.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

APPROVAL

The Goshen Common Council of the City of Goshen, Indiana approves the foregoing Interlocal Agreement on this ____ day of _____, 2021.

Jeremy P. Stutsman, Presiding Officer

ATTEST:

Adam C. Scharf, Clerk-Treasurer
City of Goshen, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Presiding Officer of the Goshen Common Council of the City of Goshen, Indiana, and Adam C. Scharf, Clerk-Treasurer of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the Approval of foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana.

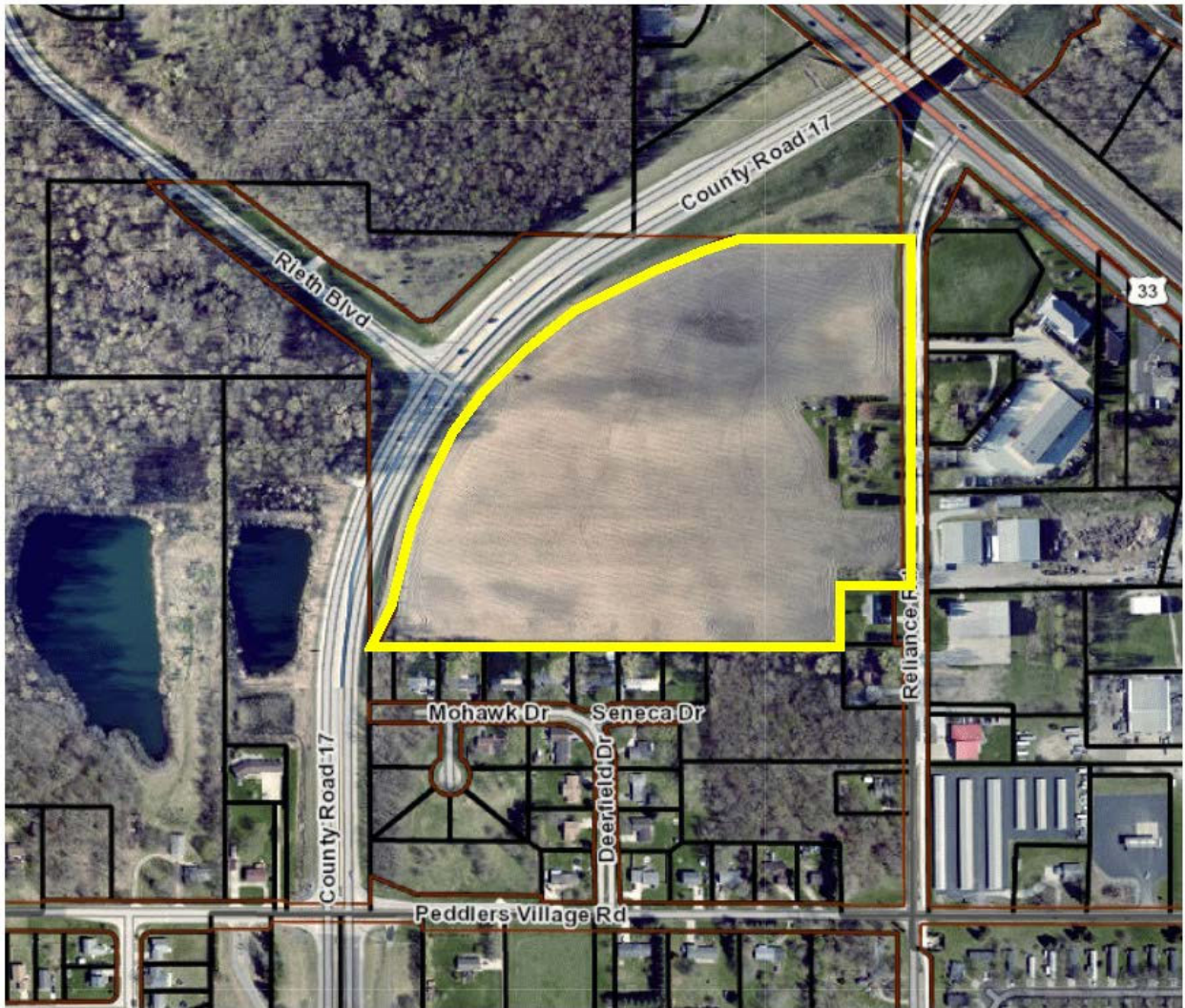
Witness my hand and Notarial Seal this ____ day of _____, 2021.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

This instrument was prepared by Larry A. Barkes, Attorney No. 3568-20, 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 (Larry A. Barkes).

EXHIBIT A
CONSOLIDATED COURT SITE



RESOLUTION 16-2021

**Authorization to Sign Agreement for the Sale and Purchase of Real Estate
2601 Woodland Drive, Goshen, IN 46526**

WHEREAS an Agreement for the Sale and Purchase of Real Estate was executed by the Buyers on March 24, 2021.

IT IS THEREFORE agreed by the Redevelopment Commission said Agreement for the Sale and Purchase of Real Estate should be authorized and duly executed.

PASSED and adopted by the Goshen Redevelopment Commission on April 13, 2021.

Vince Turner, President

Andrea Johnson, Secretary

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on _____, 2020, by and between **City of Goshen**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission and Goshen Board of Public Works and Safety, hereinafter referred to as "Seller," and Mario Garcia and Diana Estrada, Husband and Wife, hereinafter referred to as "Buyers".

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Seller agrees to sell and Buyers agrees to purchase the following real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as 2601 Woodland Drive, Goshen, Indiana, 46526, and more particularly described as follows:

Parcel number 20-11-28-228-005.000-015

Lot Number Twenty-two (22) in Martin Manor Addition, located in the Northeast corner of Section 28, Township 36 North, Range 6 East, as appears of record in Plat Book 3, Page 116 in the office of the Recorder of Elkhart County.

And Also:

A part of Lot Number 23 as the said Lot is known and designated on the Plat of Martin Manor Addition, a subdivision in Elkhart County, Indiana; said Plat being recorded in Plat Book 3, page 116 in the Office of the Recorder of Elkhart County and being more particularly described as follows:

Beginning at a rebar marking the Southeast corner of said Lot Number 23; thence North 00 degrees 01 minute 48 seconds West along the East line of said Lot Number 23 a distance of 141.91 feet (recorded as 141.85 feet) to the Northeast corner of said Lot Number 23; thence Southwesterly along the North line of said Lot Number 23, being on the arc of a 547.96 foot radius curve to the left, concave to the Southeast, a distance of 12.24 feet (chord bearing South 79 degrees 46 minutes 04 seconds West, chord distance 12.24 feet) to a rebar; thence South 04 degrees 57 minutes 23 seconds East a distance of 140.26 feet to the point of beginning of this description containing 855 square feet or 0.02 of an acre, more or less, being subject to all easements, restrictions and public rights of way of record.

Less and Excepting:

A part of Lot 22 in Martin Manor Addition as per plat thereof, recorded in Plat Book Number 3, Page 116 on the 6th day of May, 1948 in the Office of the Recorder of Elkhart County, Indiana being more particularly described as follows:

Beginning at the Northeast corner of said Lot 22, thence South 00°01 '23" West along the East line of said Lot 22, 15.00 feet; thence North 89°58'37" West, 55.15 feet; thence South 88° 23' 59" West, 94.89 feet to a point on the Westerly line of said Lot 22; thence North 00°01'23" East along said Westerly line, 9.75 feet to the Northwest corner of said Lot 22; thence Northeasterly 92.27 feet along an arc to the right having a radius of 535.00 feet and subtended by a long chord having a

bearing North 85°04'55" East and length of 92.16 feet; thence South 89°58'37" East, 58.18 feet to the point of beginning and containing 0.05 acres, more or less.

And Also:

A part of Lot 23 in Martin Manor Addition as per plat thereof, recorded in Plat Book Number 3, Page 116 on the 6th day of May, 1948 in the Office of the Recorder of Elkhart County, Indiana being more particularly described as follows:

Beginning at the Northeast corner of said Lot 23; thence South 00°01'23" West along the East line of said Lot 23, 9.75 feet; thence South 88°23'59" West, 11.37 feet; thence North 04°53'53" West, 7.86 feet; thence Northeasterly 12.25 feet along an arc to the right having a radius of 535.00 feet and subtended by a long chord having a bearing North 79°29'07" East and a length of 12.25 feet to point of beginning and containing 104 square feet, more or less.

The above described real estate is hereinafter referred to as the "Real Estate."

The Real Estate shall include all land, all pertinent rights, privileges and easements and all buildings and fixtures in their present condition.

PURCHASE PRICE

Buyers agrees to pay and Seller agrees to accept the total sum of Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00) to be paid at the closing.

TAXES AND ASSESSMENTS

Seller shall pay the real estate taxes and assessments for 2020 due and payable in 2021. The real estate taxes and assessments for 2021 due and payable in 2022 shall be prorated between Seller and Buyers as of the date of closing. If the tax rate and/or assessment for 2021 taxes payable in 2022 have not been determined, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of proration and credit for due but unpaid taxes and assessments. Buyers shall pay all real estate taxes and assessments for 2022 due and payable in 2023 and thereafter.

TITLE INSURANCE

At the time of closing, Seller agrees to provide Buyers with a policy of title insurance in standard ALTA owner's form insuring the title to the Real Estate to be conveyed by Seller to Buyers in the amount Two Hundred Seventy-Five Thousand Dollars (\$275,000.00), to be free of defects except such defects that are included in the standard exceptions forming a part of such policies, and easements, public ways and restrictions of record.

TITLE SEARCH

A title search for the Real Estate shall be obtained. The cost of the title search shall be paid by Seller. Any encumbrances or defects in title must be removed and Seller must convey merchantable title subject to standard title exceptions. Seller agrees to pay the cost of obtaining all other documents necessary to perfect title so that a merchantable title can be conveyed.

CLOSING

A closing will be held on or before July 1, 2021 unless the parties agree to a later date in writing.

If the inspection reports reveal defects in the condition of the Real Estate and improvements that remain unresolved, or the title search reveals defects in the title to the Real Estate that have not been resolved, the Seller shall have until August 1, 2021 to remedy said defects.

Buyers will pay the cost of the closing agent and costs of the closing except to the extent that such costs are specifically designated as the cost of the Seller by the terms of this agreement.

WARRANTY DEED

Seller shall deliver to Buyers a warranty deed conveying merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments. Title shall be transferred to Mario Garcia and Diana Estrada, Husband and Wife.

POSSESSION OF REAL ESTATE

Possession and occupancy of the Real Estate will be delivered to Buyers on the date of closing unless a later date of occupancy is agreed to in writing by Seller and Buyer.

As long as Seller retains possession, Seller shall be responsible for all utilities.

RISK OF LOSS

Seller shall assume the risk of loss until the closing at which time Buyers shall assume the risk of loss.

WARRANTIES

(1) Seller warrants that Seller will convey a good and merchantable title to Buyers. Buyers accept the Real Estate AS IS without warranty of habitability. Seller makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.

(2) Buyers have made their own inspection of the Real Estate and relies solely upon Buyers' observation in deciding to purchase the Real Estate. Buyers do not rely upon any representation of Seller or any agent of Seller.

MISCELLANEOUS

(1) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

(2) In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

(3) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

(4) In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability

of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

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

(6) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Buyers and Seller.

IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below.

Seller

Buyers

Mark Brinson
Community Development Director
Goshen Redevelopment Commission
City of Goshen, Indiana

Mario Garcia, Husband

Date: _____

Date: _____

Jeremy P. Stutsman, Mayor
Goshen Board of Public Works and Safety
City of Goshen, Indiana

Diana Estrada, Wife

Date: _____

Date: _____

RESOLUTION NO 17-2021

**Reimbursement of Part of the Purchase Price for Repairs to
613 S. 3rd Street, Goshen, Indiana**

WHEREAS Jonathon Shelter (Shelter) purchased real estate commonly known at 613 S. 3rd Street, Goshen, Indiana from the Goshen Redevelopment Commission (Redevelopment).

WHEREAS Shelter agreed to pay Redevelopment Forty Thousand Dollars (\$40,000.00) and make a number of repairs and improvements to the real estate as consideration for the purchase of the real estate.

WHEREAS Shelter made the required repairs and improvements to the real estate.

WHEREAS in the course of making the repairs and improvements Shelter discovered additional needed repairs in addition to the repairs and improvements listed in the purchase agreement between Shelter and Redevelopment. These additional repairs include removing and disposing of several layers of roofing material and replacing the existing roof, termite damage, and removal of asbestos.

WHEREAS Redevelopment has concluded that given the age and condition of the house, the termite damage, and need to remove asbestos could have been reasonably anticipated.

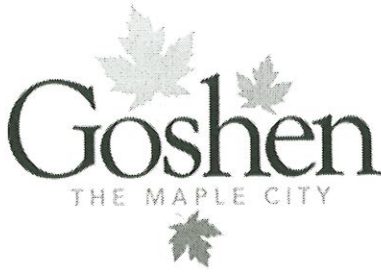
WHEREAS Redevelopment concludes that the need to replace the roof was also a repair that should have been anticipated. However, the extent of roofing material that needed to be removed and disposed was not reasonably foreseeable.

IT IS THEREFORE agreed by the Redevelopment Commission that ____ Dollars (\$____) of the purchase price will be returned to Shelter by Redevelopment to reimburse Shelter for the unforeseeable costs he incurred.

PASSED and adopted by the Goshen Redevelopment Commission on April _____, 2021.

Vince Turner, President

Andrea Johnson, Secretary



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

To: Goshen Redevelopment Commission

From: Larry Barkes

Date: March 9, 2021

Re: Jonathan Shetler 613 S. Third Street, Goshen, IN 46526

Jonathon Shetler has completed the improvements he was required to make to 613 S. Third Street and is prepared to pay off Redevelopment's mortgage. Redevelopment's mortgage is in the amount of Forty Thousand Dollars (\$40,000.00).

The agreement for the sale and purchase of real estate executed by Jonathon Shetler and the Redevelopment Commission on October 16, 2017 acknowledged that the central air conditioning needed to be repaired or replaced. The agreement provided that Redevelopment would pay for one half of the cost of the air conditioner repair or replacement up to the maximum of One Thousand Five Hundred Dollars (\$1,500.00). The cost of replacement of the central air exceeded Three Thousand Dollars (\$3,000.00) so in accordance with the terms of the purchase agreement, Jonathon Shetler is entitled to a One Thousand Five Hundred Dollar (\$1,500.00) credit against the mortgage leaving a balance of Thirty-Eight Thousand Five Hundred Dollars (\$38,500.00).

Jonathon Shetler is asking for credit for the following repairs that were not identified at the time of the purchase.

1. The first is the replacement of the roof. While replacement of the roof may have been expected, the extent which it needed to be replaced was a surprise. Attached is an explanation of the roof repair from A&M Home Services, a picture showing the layers of roofing material and an invoice showing the total charges from A&M Home Services. A&M Home Services shows the extra cost of the roof repair/replacement due to the excessive layers of roofing material to be Six Thousand Eight Hundred Fifty Dollars (\$6,850.00).
2. Jonathon Shetler is also requesting credit for repairs required by termite damage that could not be seen until the siding was removed.
3. Finally, Jonathon Shetler is requesting credit for removal of asbestos.

We are asking that these requests be discussed at the Redevelopment Commission meeting on March 9, 2021. Depending on the discussion the Legal Department will prepare a Resolution to be approved at the April 13, 2021 Redevelopment Commission Meeting.

Marks, Shannon

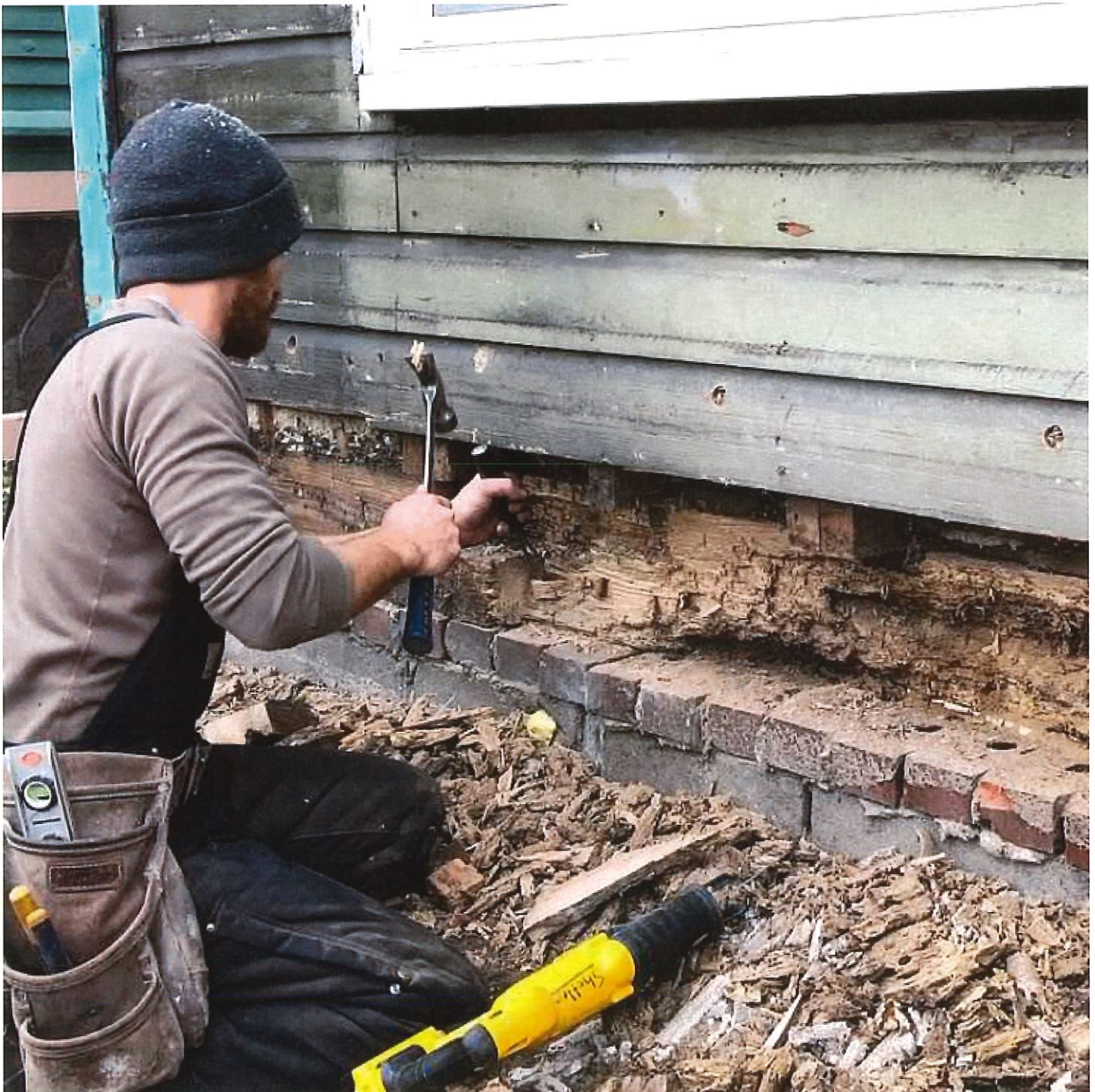
From: clayes@goshen.edu
Sent: Tuesday, February 23, 2021 1:10 PM
To: Marks, Shannon
Cc: Clay Shetler
Subject: Repairs to East side termite damaged beam.



Sent from my iPhone

Marks, Shannon

From: clayes@goshen.edu
Sent: Tuesday, February 23, 2021 1:07 PM
To: Marks, Shannon
Cc: Clay Shetler
Subject: Termite damage on East (front of house) not visible until siding was removed.



Sent from my iPhone

Marks, Shannon

From: clayes@goshen.edu
Sent: Tuesday, February 23, 2021 1:03 PM
To: Marks, Shannon
Cc: Clay Shetler
Subject: Repairs completed on beam on South side of house. Note that termite damage was not visible until siding was removed.



Marks, Shannon

From: clayes@goshen.edu
Sent: Tuesday, February 23, 2021 12:57 PM
To: Marks, Shannon
Cc: Clay Shetler
Subject: Termite eaten beam on South side of house.



Sent from my iPhone

Marks, Shannon

From: clayes@goshen.edu
Sent: Tuesday, February 23, 2021 12:49 PM
To: Marks, Shannon
Cc: Clay Shetler
Subject: Picture of various layers of shingles, nearly 4" thick.



Sent from my iPhone

574-855-1050



Name: Jon Shelter
 Address: 603 South 3rd St.
 City/State/Zip Code: Goshen IN
 Home Phone: 574-738-7258
 Email: Jonathan.m.shelter@gmail.com
 Date: 9/3/2020

Certified Master Elite Contractor ID # 25290

- Full Tear-Off and Removal. Layers All layers
- New Aluminum Drip Edge. Color white
- All New Pipe Boots & Flashing Color white
- Replace up to 3 Boards of Decking

additional 4x8 sheet @ \$73
 Any Additional 1x6 Decking replaced at \$2.50 per linear foot

Ice & Water Leak Barrier (Valleys, Eaves & Penetrations)

- 3' Eaves
- 6' Eaves

Underlayment's

- Tiger Paw
- Felt Buster
- Synthetic Underlayment

Shingle Starter

Shingles

- GAF Designer _____ Color: _____
- GAF Timberline HD Arch, Color: Dun Fickett
- GAF Timberline Natural Shadow Color: _____

Hip & Ridge Cap

- GAF Timbertex (Designer Only)
- GAF Seal-a-Ridge

Ventilation

- GAF Snow Country Advanced Ridge Vent
- Ridge Vents
- Box Vents

Roof Warranty (see brochures)

- GAF Golden Pledge-50 yrs. Material, 25 yrs. GAF workmanship
- GAF Silver Pledge-50 yrs. Material, 10 yrs. GAF workmanship
- GAF System Plus-50 yrs., 5 yrs. A&M workmanship
- GAF Natural Shadow (see brochure)



- | | | |
|-------------------------------------|-------------------------------------|---|
| Yes | No | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Skylights: _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Insulation to Attic: <u>2nd story only Add 13in</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Seamless Gutter/Downspouts: _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Leaf Relief Gutter Cover: _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Ventilated Soffit/Fascia: _____ |
| | | Type _____ Color _____ Sz _____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fascia Type <u>smooth</u> Color <u>white</u> Sz _____ |

N/S 2nd story gables fascia
1st st South West fascia Board
D. 20200 Metal
N. Gable 1st story
* Remove Electric Landing
* Replace low slope white Epdm
* Install white Epdm in deep
Valley
* Full Redeck
* Install Cobra Intake on All
Leaves

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Additional detailed information can be found on back of this form.

Total Project Cost: 15,599.⁰⁰ **Home Owner's Signature:** [Signature] **Date:** 9/3/2020

NOTE: A 1.5% monthly finance charge will be applied to any balance remaining unpaid 30 days from the date of completion of work. Work is considered complete on the day the original invoice is issued. In the event, it is necessary for A&M Home Services to initiate litigation to collect any portion of the amount owed, we will be entitled to all cost of collection, including attorney fees in addition to principal and interest. When satellites are installed on roof, A&M Home Services is not responsible for loss of satellite signal due to roof replacement. During the installation of a new roof A&M attempts to be as careful as we can to prevent damage to the gutters. A&M Home Services, is not responsible for replacement of gutters due to roof repair. A&M is not responsible for damage or leaks to reused or existing skylights. A&M Home Services, undertakes no testing for the growth of mold or fungus existing at the property and owner hereby waives any and all claims for, an A&M assumes no liability for any action, suit, debt or damages, including incidental and consequential damages, judgements, executions, claims and demands whatsoever, in law or in equity, whether known or unknown, and whether matured or not matured, which said owner ever had, now has, can, shall or may have against A&M, for, or upon, or by reason of any manner, cause, or thing whatsoever, that results from the growth, development, intrusion or invasion of mold and fungus on, in, or into the subject roof and underlying building area. Owner acknowledges that it is recommended to maintain property and perform regular maintenance. Additional wood repair cost will be added to the final invoice. Michigan Contractor # 2103209880

This proposal may be withdrawn by us if not accepted within 3 days. Authorized Signature: [Signature]

Payment Terms: Cash/Check Credit Card Insurance Financing

Down Payment: 1600.⁰⁰
 CK# 1239
 Due Completion: 13,999.⁰⁰
 CK# _____
Note: All cash/check contracts will have an additional 3% finance fee on all credit card transactions.

A&M Home Services, Inc.
 602 East Jefferson St.
 Plymouth, IN 46563
 (574) 855-1050

BBB Rating: A+

Available Financing: _____
 Amount Financing: _____
 Estimated Monthly Payments: _____
 Application ID: _____
 Last 4 of SS#: _____

A&M HOME SERVICES

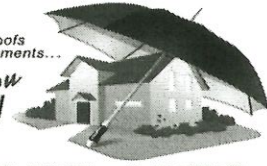
Licensed ■ Bonded ■ Insured

Roofing ■ Waterproofing
Masonry Repair

www.callAMnow.com

From roofs
to basements...

*We've got you
Covered!*



574.855.1050

Property Owner: Jon Shetler

Property Address: 119 West Garro Street, Plymouth Indiana

To Who it may concern,

I Joshua Fairchild was called to the property of 613 South 3rd Street Goshen, Indiana for a roofing estimate. Upon my inspection I found the roofing system had an excessive amount of layers on the roofing system. The roofing system had 3 layers of asphalt shingles, 1 layer of decking fastened on top of 1 layer cedar shake wood tiles. After the previous removal of the roofing system the entire system needed a complete replacement of sheathing. Due to the excessive layers we had to charge much more than a standard removal of 1 layer.

The extra costs of the removal system:

15 sq @ 325 per sq totaling \$4,875.00 for the removal of the roofing system

46 sheets of osb with install @ \$43 per sheet totaling \$1,9975.00

3 layers of asphalt, sheathing nailed to 1 layerss of asphalt, and 1 layer of cedar shake



A&M Home Services, Inc.
602 East Jefferson Street
Plymouth, In 46563
574-855-1050

A&M HOME SERVICES

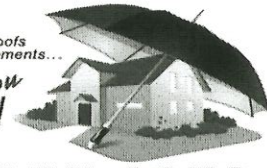
Licensed ■ Bonded ■ Insured

**Roofing ■ Waterproofing
Masonry Repair**

www.callAMnow.com

From roofs
to basements...

*We've got you
Covered!*



574.855.1050



A&M Home Services, Inc.
602 East Jefferson Street
Plymouth, In 46563
574-855-1050

A&M HOME SERVICES

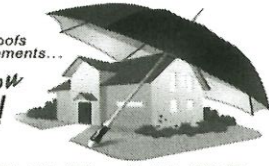
Licensed ■ Bonded ■ Insured

Roofing ■ Waterproofing
Masonry Repair

www.callAMnow.com

From roofs
to basements...

*We've got you
Covered!*



574.855.1050

Photo of the below first layer of decking



A&M Home Services, Inc.
602 East Jefferson Street
Plymouth, In 46563
574-855-1050

A&M HOME SERVICES

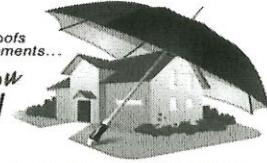
Licensed ■ Bonded ■ Insured

Roofing ■ Waterproofing
Masonry Repair

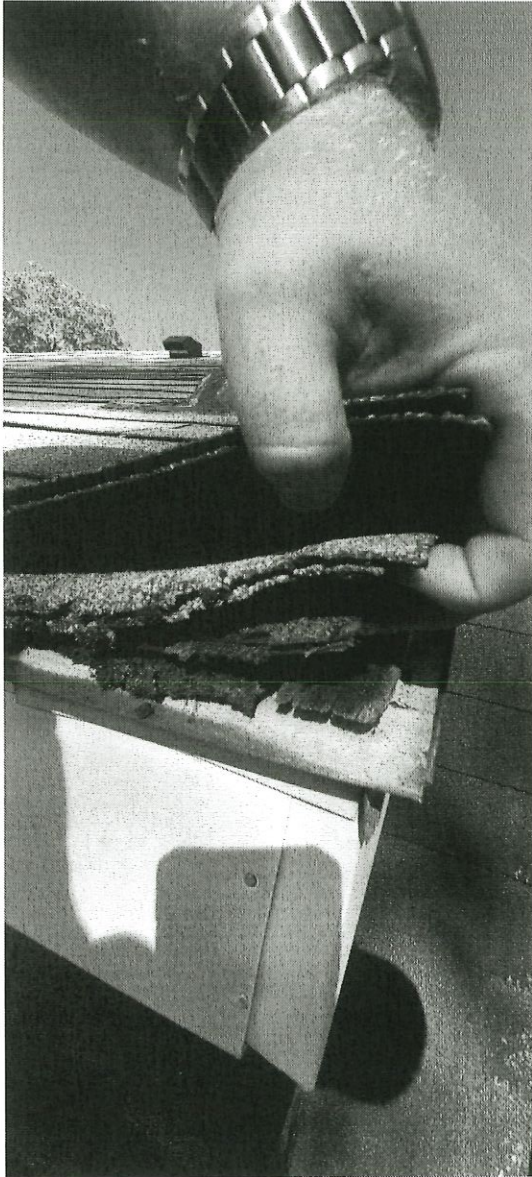
www.callAMnow.com

From roofs
to basements...

*We've got you
Covered!*



574.855.1050



A&M Home Services, Inc.
602 East Jefferson Street
Plymouth, In 46563
574-855-1050

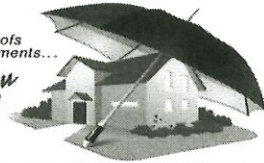
A&M HOME SERVICES

Licensed ■ Bonded ■ Insured

From roofs
to basements...

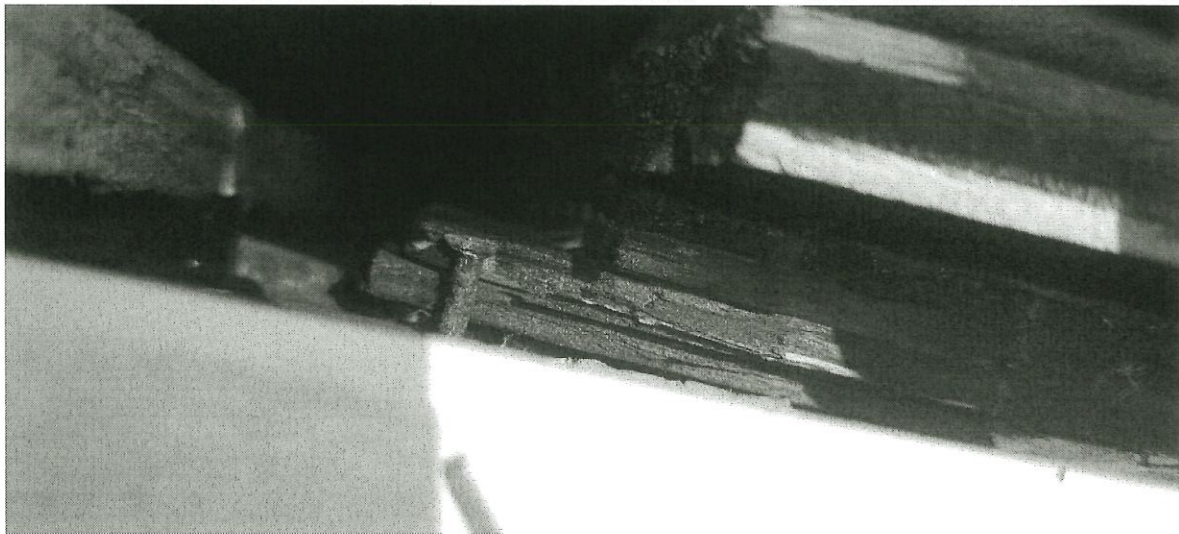
**Roofing ■ Waterproofing
Masonry Repair**

*We've got you
Covered!*



www.callAMnow.com

574.855.1050



A&M Home Services, Inc.
602 East Jefferson Street
Plymouth, In 46563
574-855-1050

RESOLUTION 18-2021

Dedication of Public Right-of-Way at 102 Olive Street

BE IT RESOLVED that the Goshen Redevelopment Commission, on behalf of the City of Goshen, Indiana for the use and benefit of its Department of Redevelopment, dedicates public right-of-way located at 102 Olive Street to the City of Goshen, Indiana as described and depicted in the Deed of Dedication attached to this resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director, is authorized to execute all documents related to the dedication of public right-of-way.

PASSED and ADOPTED on April 13, 2021.

President

Secretary

DEED OF DEDICATION

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, dedicates public right-of-way 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, Goshen, Indiana 46528, for no consideration, the real estate as depicted upon the attached Right-of-Way Parcel Plat being a part of the real estate more commonly known as 102 Olive Street, Goshen, Indiana, and more particularly described as follows, to-wit:

A PART OF LOT NUMBER ONE (1) AND A PART OF LOT NUMBER TWO (2) AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE PLAT OF LETTIE MERCER'S FIRST ADDITION, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD VOLUME 21, PAGE 291, BEING A PART OF THE WEST HALF OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA AND BEING A PART OF A PARCEL OF LAND CONVEYED TO CITY OF GOSHEN, INDIANA FOR THE USE AND BENEFIT IF ITS DEPARTMENT OF REDEVELOPMENT AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2019-02964 AS DEPICTED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT AS THE CITY OF GOSHEN DEPARTMENT OF REDEVELOPMENT PARCEL, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF EAST LINCOLN AVENUE WITH THE EAST RIGHT OF WAY LINE OF OLIVE STREET, ALSO BEING THE SOUTHWEST CORNER OF AFORESAID LOT NUMBER ONE (1) AND POINT NUMBER "300" AS DESIGNATED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT; THENCE NORTH 00 DEGREES 13 MINUTES 52 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF SAID OLIVE STREET, ALSO BEING THE WEST LINE OF SAID LOT NUMBER ONE (1) AND SAID LOT NUMBER TWO (2), A DISTANCE OF 85.23 FEET TO POINT NUMBER "301" AS DESIGNATED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT; THENCE SOUTH 33 DEGREES 17 MINUTES 33 SECONDS EAST, A DISTANCE OF 47.96 FEET TO POINT NUMBER "302" AS DESIGNATED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT; THENCE SOUTH 68 DEGREES 10 MINUTES 40 SECONDS EAST, A DISTANCE OF 47.96 FEET TO A POINT ON THE

NORTHERLY RIGHT OF WAY LINE OF SAID LINCOLN AVENUE, ALSO BEING THE SOUTH LINE OF SAID LOT NUMBER ONE (1) AND BEING POINT NUMBER "303" AS DESIGNATED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT; THENCE SOUTH 68 DEGREES 49 MINUTES 29 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID LINCOLN AVENUE, A DISTANCE OF 75.61 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 2,352 SQUARE FEET OR 0.054 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

Part of Parcel No. 20-11-10-160-018.000-015

IN WITNESS WHEREOF, the undersigned has executed this Deed of Dedication on April _____, 2021.

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

Mark Brinson
Community Development Director

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on April _____, 2021, personally appeared Mark Brinson, Community Development Director on behalf of the **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, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

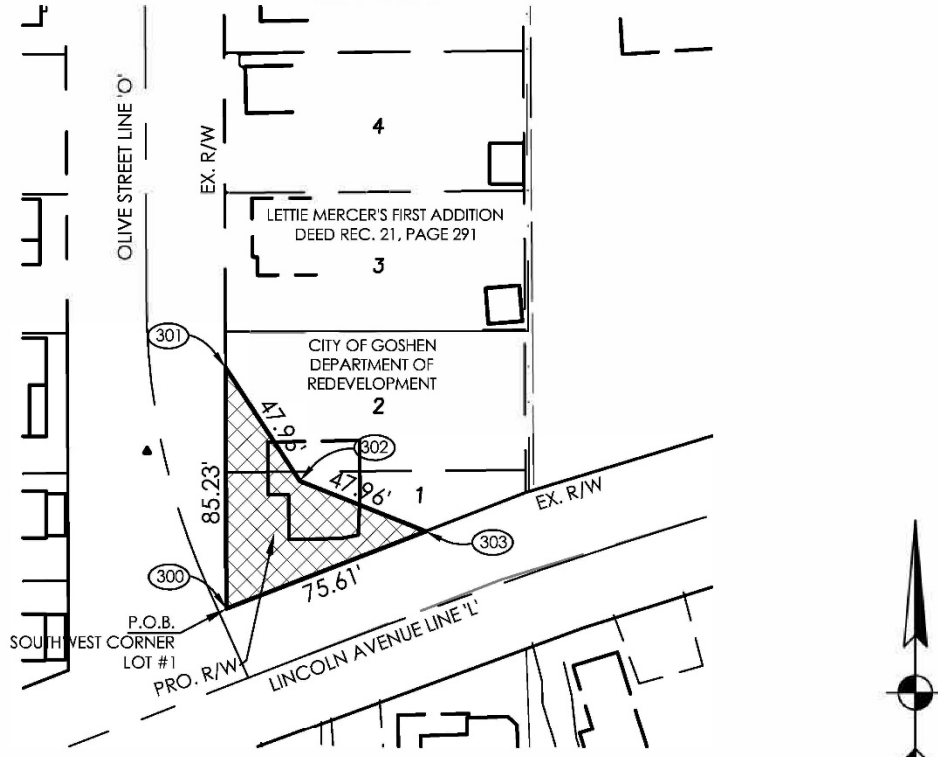
Shannon Marks, Notary Public
Resident of Elkhart County, Indiana
Commission Number NP0685467
My Commission Expires May 17, 2024

Prepared by Larry A. Barkes, Attorney No. 3568-20, 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 (Larry A. Barkes).

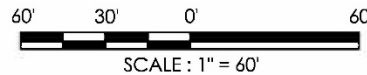
RIGHT-OF-WAY PARCEL PLAT

PREPARED BY ABONMARCHE CONSULTANTS, INC. FOR ELKHART COUNTY, INDIANA
JOB # 19-0916



NOTE:
SEE LOCATION CONTROL ROUTE SURVEY FOR
ADDITIONAL POINTS.*

STATIONS AND OFFSETS CONTROL OVER BOTH
NORTH & EAST COORDINATES AND BEARINGS
& DISTANCES.



COORDINATE CHART (U.S. SURVEY FEET)					
POINT	CENTERLINE	STATION	OFFSET	NORTHING	EASTING
300	O	110+25.50	2.94' R	8344.1906	9068.5117
301	O	111+12.87	26.68' R	8429.4199	9068.1679
302	O	110+60.65	44.01' R	8389.3309	9094.4938
303	L	144+35.42	26.32' L	8371.5027	9139.0172

AREAS OF TAKING



= PROPOSED RIGHT OF WAY, ±0.054 ACRE

LAND SURVEYOR'S STATEMENT
TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH
THE "LOCATION CONTROL ROUTE SURVEY" RECORDED AS DOCUMENT NO.
2015-25690 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY,
INDIANA, (INCORPORATED HEREIN AND MADE A PART HEREOF BY
REFERENCE) COMPRISE A ROUTE SURVEY, EXECUTED IN ACCORDANCE
WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 (RULE 12).

PROJECT #: 19-0916
PARCEL: RIGHT OF WAY TAKING - PROPOSED
KEY #: 20-11-10-160-018.000-015
GRANTOR: CITY OF GOSHEN DEPARTMENT
OF REDEVELOPMENT
GRANTEE: CITY OF GOSHEN, INDIANA

OWNER: CITY OF GOSHEN DEPARTMENT OF REDEVELOPMENT
PARCELS: N/A
PARCEL ROAD: OLIVE STREET
COUNTY: ELKHART
SECTION: 10
TOWNSHIP: 36 NORTH
RANGE: 6 EAST



1009 South Ninth Street
Goshen, IN 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Portage/Kalamazoo Goshen
Benton Harbor Hobart
South Haven Lafayette
Fort Wayne South Bend
Valparaiso

Engineering Architecture Land Surveying

DRAWN BY: DAJ
CHECKED BY: GCS
QA/QC BY: GCS

DATE: 12-28-2020
DATE: 12-28-2020
DATE: 12-28-2020

PROJECT: 2019-0916
DES. NO.: N/A
CODE: N/A

WARRANTY DEED INSTRUMENT NO. 2019-02964

TAKING : ±0.054 OF AN ACRE

TAX KEY NO.: 20-11-10-160-018.000-015

ACCEPTANCE

The **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Deed of Dedication from **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, and accepts the dedication of public right-of-way on April _____, 2021.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on April _____, 2021, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing Acceptance.

Shannon Marks, Notary Public
Resident of Elkhart County, Indiana
Commission Number NP0685467
My Commission Expires May 17, 2024

RESOLUTION 19-2021

Approve Amendment to Agreement for the Lease and Development of Real Estate Between the City of Goshen through the Goshen Redevelopment Commission and Goshen Brewing Company

WHEREAS the City entered into an Agreement with Goshen Brewing Company dated October 31, 2013.

WHEREAS Amendments to the October 31, 2013 agreement were made on February 11, 2014, July 12, 2016, January 17, 2017 and November 12, 2019.

WHEREAS, the City and Goshen Brewing have agreed to amend the October 31, 2013 agreement. The amendment is attached and made a part of the resolution.

WHEREAS, all the provisions of the original October 31, 2013 agreement remain in full force and effect unless a provision in the attached amendment specifically modifies or eliminates a provision in the October 13, 2013 agreement. The earlier amendments are null and void.

WHEREAS, by the terms of this amendment to the agreement, Goshen Brewing Company is exercising the right to purchase the real estate located at 315 W. Washington Street.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Amendment to the Agreement for the Lease and Development of Real Estate that is attached to and made a part of this Resolution. Community Development Director Mark Brinson is authorized to execute the Agreement for the Lease and Development of Real Estate on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED by the Goshen Redevelopment Commission on April _____, 2021.

Vince Turner, President

Andrea Johnson, Secretary

**Amendment to Agreement for the
Lease and Development of Real Estate**

This amendment modifies an agreement between the City of Goshen, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (Redevelopment) and Goshen Brewing Company (Brewing) dated October 31, 2013. The October 31, 2013 agreement was amended by the parties on February 11, 2014, July 12, 2016, January 17, 2017 and November 12, 2019. These earlier amendments are null and void. All provisions of the original October 31, 2013 agreement remain in full force and effect unless a provision in this amendment specifically modifies or eliminates a provision in the October 31, 2013 agreement.

In consideration of the terms, covenants and conditions to be kept and performed under the original agreement dated October 31, 2013 and under the terms, covenants and conditions of this amendment, Redevelopment and Brewing agree as follows:

Lease/Mortgage Payments

1. Beginning on May 1, 2021 and continuing through the payment due October 1, 2021, Brewing agrees to pay Redevelopment the sum of Two Hundred Fifty Dollars (\$250.00) per month for the lease of the subject real estate until title to the subject real estate passes to Brewing.
2. Beginning November 1, 2021 Brewing agrees to pay Redevelopment the sum of One Thousand Dollars (\$1,000.00) each month. This payment will be applied to the mortgage described in this amendment.

Purchase

1. Brewing previously notified Redevelopment that Brewing is exercising its option to purchase the subject real estate under the terms set forth in the October 31, 2013 agreement and the terms in this amendment. The notice of Brewing's exercise of the option to purchase the subject real estate is attached as Exhibit A.
2. Brewing will close on the purchase of the subject real estate no later than December 15, 2021.

However, Redevelopment agrees to close on the real estate within thirty (30) days of receiving notice from Brewing that Brewing is ready to close provided Brewing has fulfilled all of its obligations under the October 31, 2013 agreement and the terms of this amendment and the notice to close the sale is prior to December 1, 2021.

3. Brewing will execute a promissory note and mortgage to Redevelopment in the amount of Ninety-Five Thousand Dollar (\$95,000.00) at the time of the closing. If Brewing begins making mortgage payments in the amount of One-Thousand Dollars (\$1,000.00) a month prior to the closing, such payments will be credited against the Ninety-Five Thousand

Dollar (\$95,000.00) purchase price and these payments will reduce the balance owed on the purchase.

4. Brewing will pay the mortgage in full on or before December 31, 2023.
5. No interest on the Ninety-Five Thousand Dollars (\$95,000.00) mortgage will accrue until January 1, 2024. If the mortgage is not paid in full on or before December 31, 2023 Brewery will be considered in default and interest will accrue each month beginning on January 1, 2024 in the amount of six percent (6%) per annum.
6. Brewing will pay all real estate taxes and other assessments on the real estate beginning with the 2022 tax year payable in 2023.

Subject Real Estate

The subject real estate is part of Elkhart County Parcel #20-11-09-329-006.000-015 and is more particularly described as follows:

LEGAL DESCRIPTION LEASE AREA 0.254 OF AN ACRE
315 W. WASHINGTON STREET, GOSHEN

A PART LOT 263, A PART OF LOT 264, A PART OF THE VACATED ALLEY LYING EAST OF SAID LOT 263, AND A PART OF THE VACATED WASHINGTON STREET RIGHT OF WAY AS SAID LOTS, ALLEY, AND RIGHT OF WAY ARE KNOWN AND DESIGNATED ON THE PLAT OF ORIGINAL PLAT OF THE TOWN (NOW CITY) OF GOSHEN, INDIANA AND BEING A PART OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 258 IN THE ORIGINAL PLAT OF THE TOWN (NOW CITY) OF GOSHEN, INDIANA; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 45.75 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 406.53 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, A DISTANCE OF 29.66 FEET (CHORD BEARING NORTH 14 DEGREES 41 MINUTES 23 SECONDS WEST, CHORD DISTANCE 29.66 FEET); THENCE SOUTH 89 DEGREES 40 MINUTES 28 SECONDS WEST, A DISTANCE OF 6.56 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 27 MINUTES 14 SECONDS WEST, A DISTANCE OF 37.38 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 19 SECONDS WEST, A DISTANCE OF 32.09 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 36 SECONDS WEST, A DISTANCE OF 78.58 FEET TO THE POINT OF CURVATURE OF A 9.80 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 9.80 FOOT RADIUS CURVE, A DISTANCE OF 15.39 FEET (CHORD BEARING SOUTH 45 DEGREES 03 MINUTES 03 SECONDS WEST, CHORD DISTANCE 13.85 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00 DEGREES 01 MINUTE 51 SECONDS WEST, A DISTANCE OF

20.04 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 4.94 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 75.27 FEET; THENCE SOUTH 60 DEGREES 22 MINUTES 58 SECONDS EAST, A DISTANCE OF 25.19 FEET TO THE POINT OF CURVATURE OF A 13.50 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 13.50 FOOT RADIUS CURVE, A DISTANCE OF 7.01 FEET (CHORD BEARING SOUTH 75 DEGREES 15 MINUTES 32 SECONDS EAST, CHORD DISTANCE 6.93 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89 DEGREES 51 MINUTES 54 SECONDS EAST, A DISTANCE OF 44.60 FEET TO THE POINT OF CURVATURE OF A 5.80 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 5.80 FOOT RADIUS CURVE, A DISTANCE OF 9.06 FEET (CHORD BEARING NORTH 45 DEGREES 05 MINUTES 55 SECONDS EAST, CHORD DISTANCE 8.17 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00 DEGREES 19 MINUTES 56 SECONDS EAST, A DISTANCE OF 5.85 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST, A DISTANCE OF 37.21 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 0.254 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

Closing Prerequisites

Before title to the real estate can be transferred from Redevelopment to Brewing the following needs to occur.

1. Brewing will contract and pay for a site plan and re-plat to create a two (2) lot minor subdivision for the subject real estate and the real estate to be retained by the City of Goshen. Redevelopment, City of Goshen, and Brewing agree to join in the request to create a minor subdivision. The minor subdivision shall include the following provisions.
 - a) Redevelopment or City of Goshen shall retain a five (5) foot easement along the current paved roadway that provides access to the public parking lot.
 - b) Redevelopment will retain an easement for the sewer main on the east side of the subject real estate for the purpose of permitting Goshen Utilities to maintain the sewer main.
 - c) Redevelopment will retain an easement for the existing storm sewer on subject real estate including such additional area as is necessary to properly maintain the storm sewer.
 - d) Redevelopment and City agree to dedicate as public right of way the access on the south and west of the subject real estate that permits entrance into the City's public parking north of the subject real estate.
 - e) Brewing agrees to grant Redevelopment a permanent easement five (5) feet wide on the west side of the real estate that is added to the subject real estate for the purpose of providing pedestrian and bicycle access to the public parking lot north of the subject real estate.
 - f) Brewing will be permitted to utilize City's existing storm water under drain system.

2. Brewery may make improvements to buildings and grounds on the subject real estate prior to the transfer of the real estate to Brewery provided Brewery obtains approval of Goshen Building Department, Planning and Zoning Department, Engineering Department and the Community Development Director.

IN WITNESS WHEREOF, the parties have set their hands to the Amendment to the Lease Agreement this _____ day of _____, 2020.

CITY OF GOSHEN

GOSHEN BREWING COMPANY

Mark E. Brinson, Director
Community Development

Jesse Sensenig, President

EXHIBIT A

Notice of Tenant/Buyers Exercise of Option
to Purchase Real Estate

This notice is given to the City of Goshen and the Goshen Redevelopment Commission by Goshen Brewing Company. Goshen Brewing Company hereby exercises its right to purchase the real estate at 315 West Washington Street, Goshen under the terms and conditions set forth in the October 31, 2013 Agreement For The Lease And Development Of Real Estate executed by the City of Goshen Redevelopment and Goshen Brewing Company by its President, Jesse Sensenig as modified by amendments to the agreement executed on November 12, 2019.

Goshen Brewing Company
Jesse Sensenig, President
315 W. Washington Street
Goshen, IN 46526

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public, personally appeared _____
and acknowledged the execution of this Agreement on _____ day of _____, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____, Notary Public
Resident of _____ County, Indiana
My Commission Expires: _____

RESOLUTION 20-2021

Approve Request to Solicit Bids for the Lincoln Avenue/Steury Avenue Roadway Reconstruction and Drainage Improvement Project

WHEREAS planning for this project began in 2014 and the first phase of construction included salvage yard cleanup and detention basin construction.

WHEREAS now ready to proceed with all of the roadway and stormwater improvements.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Request to Solicit Bids for the Lincoln Avenue/Steury Avenue Roadway Reconstruction and Drainage Improvement Project.

PASSED and ADOPTED on April 13, 2021.

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 21-2021

**Approve Execution of Change Order No. 9 for Kercher Road Reconstruction
Phase 2**

WHEREAS this change order is the final adjustment in quantities to account for project over/underruns.

WHEREAS the amount of this change order is \$38,313.46

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Number Nine (9) which is attached to and made part of this Resolution and Community Development Director Mark Brinson is authorized to execute Change Order Number Nine (9) on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on April 13, 2021

Vince Turner, President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Goshen Redevelopment Commission

From: Engineering

**RE: KERCHER ROAD – PHASE 2 – CHANGE ORDER NO. 9
(JN: 2004-0021 / Des. # 1401747)**

Date: April 7, 2021

Attached for the Commission's consideration is Change Order No. 9. The change order is the final adjustment in quantities to account for the following project over/underruns:

An increase of 2,173.49 CYs in the quantity of common excavation is required to account for discrepancies between plan and check cross sections, removal of unsuitable soils for temporary widening construction and excavation of temporary HMA pavement and base that was not included in the original quantities. The cost associated with the increased quantity of common excavation is \$54,337.25.

An increase of \$34,619.61 for HMA Quality Adjustment to account for the installation of asphalt pavement that exceeded the quality specified in the contract documents.

A reduction of 682.2 CYs in the quantity of Topsoil resulting from the utilization of existing topsoil stockpiled on site during excavation. The cost savings associated with the decrease in the quantity of topsoil is \$23,243.00.

The 16-inch line stops were able to be eliminated from the contract as additional valves encountered in the field that weren't shown on the plans were able to be utilized instead. The cost savings associated with the elimination of this item is \$27,400.00

The net cost for Change Order No. 9 is \$38,313.46.

This project is being partially funded under an LPA agreement, with funding made available through the Michiana Area Council of Governments (MACOG). If funding is available, this work is eligible for 80/20 participation.

Requested Motion: Move to approve Change Order No. 9 in the amount of \$38,313.46 for the final adjustment in quantities to account for the project over/underruns for the Kercher Road – Phase 2 project, Jn: 2004-0021.

Contract No:R -38157

Change Order No.: 009

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Page: 1

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: R -38157

AE:Koch, Michael

Letting Date:02/06/2019

PE/S:Ludwig, Jack

Status:Pending

Change Order Information

Date Generated: 00/00/0000

Reason Code: CHANGED COND, Quantity Related

Description: Overrun / Underrun

Original Contract Amount

\$ 3,758,000.00

Current Change Order Amount

\$ 38,313.46

Percent: 1.020 %

Total Previous Approved Changes

\$ 413,363.68

Percent: 11.000 %

Total Change To-Date

\$ 451,677.14

Percent: 12.020 %

Modified Contract Amount

\$ 4,209,677.14

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____

SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (- LE \$ 2 M -) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y, Copy to Program Budget Manager _____

Scope/Design Recommendation Required? Y N If Y, Referred to Project Manager(PM) _____
Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA 3/8/21 Date Returned _____

FHWA Signatures Required? Y N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No: R -38157
Change Order No: 009

INDIANA
Department of Transportation

Date: 03/03/2021
Page: 3

Contract: R -38157
Project: 1401747 - State: 140174700LC2
Change Order Nbr: 009
Change Order Description: Overrun / Underrun
Reason Code: CHANGED COND, Quantity Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0004	1401747	0004	109-08440	DOL	1.000	34619.610	C	Amount:\$ 34,619.61
Item Description: QUALITY ADJUSTMENTS, HMA Supplemental Description1: Supplemental Description2:								
0014	1401747	0014	203-02000	CYS	25.000	2173.490	C	Amount:\$ 54,337.25
Item Description: EXCAVATION, COMMON Supplemental Description1: Supplemental Description2:								
0053	1401747	0053	621-06570	CYS	37.000	-628.200	C	Amount:\$ -23,243.40
Item Description: TOPSOIL Supplemental Description1: Supplemental Description2:								
0065	1401747	0065	715-04995	EACH	13,700.000	-2.000	C	Amount:\$ -27,400.00
Item Description: LINE STOP Supplemental Description1: , 16 IN. Supplemental Description2:								

Total Value for Change Order 009 = \$ 38,313.46

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

Construction Change 2 was required after discrepancies between original cross sections in plans and check sections taken by Bertsch Frank prior to construction were found. This increased the common excavation quantity by 478 cys. A 3 ft. wide x 1 ft. deep undercut at the outside section of the temporary widening was required due to unsuitable soils that the temporary pavement could not be constructed on. This excavation was required in 3704 feet out of the total 4840 feet of temporary pavement constructed. This undercut came to a total of 411.56 cys. The quantity of excavation of the temporary HMA pavement and aggregate base was not included in the original plan quantity of common excavation. Per INDOT spec 402.20 of the 2018 specs excavation of this material is not included in the cost of the temporary HMA pavement. This excavation came to 1283.93 cys. All of these calculations are included in attachments and come to a total of 2173.49 cys over plan quantity..... Item 004... Quality Adjustment HMA came to a total of 34,619.61 dollars. This is considered an overrun of over 20,000 dollars therefore requires this change order. All quality adjustment calculations are included in the attachments..... Item 0053 TopsoilThe existing topsoil was removed and stockpiled after clearing was complete. Before seeding and sodding was complete some topsoil was hauled in to mix in with the existing material and add to areas needed. The use of the existing topsoil resulted in an underrun of 682.2 cys which amounts to an underrun of 23,243 dollars..... Item 0065 16 inch line stop....The two line stops were not required. During construction there were valves encountered that were not shown on the plans. This allowed the work of the 16 inch water main to be completed without using line stops. The underrun of 2 line stops equals an underrun of 27,400 dollars.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: EW BERTH - BIRLEY CON.

Signed By: EW

Contract No:R -38157
Change Order No:009

INDIANA
Department of Transportation

Date:03/03/2021
Page: 4

Date: 3-8-2021

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -38157
Change Order No:009

INDIANA
Department of Transportation

Date:03/03/2021
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Ludwig, Jack	00/00/0000	Action Pending

RESOLUTION 22-2021

Request to Approve Use of Pro Time Metal Roofing for Roof Replacement at 65736 State Road 15 and Release of Insurance Funding to Contractor

WHEREAS in January 2021 the Redevelopment Commission sold the property at 65736 State Road 15 to Nate and Amber Butler.

WHEREAS a claim was made to the City's insurance carrier for damages to the roof caused by hail and the City has received payment from insurance and placed the proceeds into an escrow account in the amount of \$6,920.16.

WHEREAS to remain in compliance with the purchase agreement, requesting Commission approval to utilize Pro Time Metal Roofing and release of insurance funds directly to Pro Time Metal Roofing.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Request to Approve Use of Pro Time Metal Roofing for Roof Replacement at 65736 State Road 15 and Release of Insurance Funding to Contractor.

PASSED and ADOPTED on April 13, 2021.

Vince Turner, President

Andrea Johnson, 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 Project Manager

Date: April 13, 2021

RE: Request to Approve Use of Pro Time Metal Roofing for Roof Replacement at 65736 SR 15 and Release of Insurance Funding to Contractor

In January 2021, the Redevelopment Commission sold the property at 65736 SR 15 to Nate and Amber Butler. As part of the approved Purchase Agreement, the Insurance section of the document reads as follows:

- 3) City made a claim to the City's insurance carrier for damages to the roof of the Real Estate caused by hail. The City received a payment from the insurance carrier. City agrees to place the insurance proceeds into an escrow account. Once the roof on the real estate is repaired by a contractor selected by Purchaser, approved by Redevelopment, City will instruct the escrow agent to pay the roofing contractor the sum of Six Thousand Nine Hundred Twenty Dollars and Sixteen Cents (\$6,920.16) as partial payment for the roof repair.

The Butler's are moving forward with full roof replacement and have informed staff that they would like to enter into a contract with Pro Time Metal Roofing. A copy of the estimate for the work is attached and totals \$25,700.00. To remain in compliance with the purchase agreement, they are requesting the Commission's approval to utilize Pro Time Metal Roofing. In addition, they are requesting that the insurance funds, currently held in escrow, be released directly to Pro Time once the portion of the roof covered by the insurance claim is substantially completed.

We are requesting the Commission's approval of the Butler's requests.

Pro Time Metal Roofing

215 E Harper Rd
Leesburg, IN 46538 US
(574) 354-0747
Alex@protimemetalroofing.com
http://protimemetalroofing.com

Estimate

ADDRESS

Nate Butler
65736 IN-15
Goshen, IN 46526

ESTIMATE # 1552

DATE 03/04/2021

EXPIRATION DATE 04/05/2021

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Standing Seam / Concealed Fastener Metal Roof	26 Gauge Standing Seam / Concealed Fastener Metal Roof with a Lifetime Warranty on Paint and Craftsmanship	1	22,100.00	22,100.00
	Solar Barrier	Recommended Insulation Upgrade for Increased Energy Efficiency	1	1,000.00	1,000.00
	Ice & Snow Rail	Ice and Snow Rail Option	1	900.00	900.00
	Gutters	5" Seamless Gutters + Downspouts	0	4,800.00	0.00
	Gutter Guards	Guards have a Lifetime warranty	0	1,800.00	0.00
	1x4 Furring Strips	Required to raise side roofs to allow metal application, and on top roof to ensure flat straight application.	1	1,700.00	1,700.00

Price includes Sales Tax, Labor, and all Materials. Any Options chosen will be added to Total with the amounts listed. Our Standing Seam Metal Upgrade holds a Lifetime Paint and Craftsmanship Warranty. Exposed Fastener holds the same Lifetime Paint Warranty along with a 10 year Craftsmanship warranty on the Exposed style. Unless otherwise specified all work will be completed over existing shingles. We are currently about 6-8 weeks out on all installs (this is of course weather permitting, and dependent), please sign the attached invoice along with choosing your color and we will get you scheduled for a Roof that keeps on giving for years to come.

TOTAL **\$25,700.00**

Color _____

Accepted By

Accepted Date

RESOLUTION 23-2021

Approve Request to Negotiate and Execute an Agreement with Heron Environmental, LLC for a Phase 2 Environmental Site Assessment (ESA) at 113 West Jefferson Street

WHEREAS in February 2021, the Commission approved the agreement with Heron Environmental, LLC for a Phase 1 Environmental Site Assessment (ESA) at 113 West Jefferson Street.

WHEREAS the report is complete and a Phase 2 ESA is recommended and a request for a proposal from Heron Environmental, LLC to complete the additional assessment work. The proposal includes a not-to-exceed cost of \$5,450.00

NOW, THEREFORE, BE IT RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Agreement with Heron Environmental, LLC for a Phase 2 Environmental Site Assessment at 113 West Jefferson Street on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on April 13, 2021

Vince Turner, President

Andrea Johnson, 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 Project Manager

Date: February 9, 2021

RE: Request to Execute an Agreement with Heron Environmental, LLC for a Phase II Environmental Site Assessment (ESA) at 113 W Jefferson St

In February, the Redevelopment Commission approved an agreement with Heron Environmental, LLC to complete a Phase I Environmental Site Assessment (ESA) for the property at 113 W Jefferson (former D&T property). The report has been completed and a Phase II ESA is recommended. We requested a proposal from Heron to complete the additional assessment work and they provided a proposal with the following scope of work:

1. Ground penetrating radar (GPR) scan of the building interior and the area to the west of the building to identify the presence or absence of underground storage tanks (USTs) at the property
2. Collection of five (5) soil samples at key locations where on the site where environmental concerns are greatest with subsequent lab analysis for volatile organic compounds (VOCs)
3. Collection of five (5) groundwater samples at the soil sampling locations with subsequent lab analysis for VOCs
4. Completion of a Phase II ESA Report to include a summary of services performed, tabulated analytical results compared to the applicable IDEM Remediation Closure Guide (RCG) screening levels, figures depicting the property and boring locations, boring logs, laboratory analytical reports and discussion of findings and conclusions

The proposal includes a not-to-exceed cost of \$5,450 to complete the scope of work.

An application was made to the City's Brownfield Revolving Loan Fund committee for the proposed Phase II work. The committee members agreed to provide a grant to the Redevelopment Commission to fund the work. An agreement will be taken to Board of Works on Monday, April 12th, to approve the grant.

We're requesting that the Commission allow authorization of an agreement with Heron Environmental, LLC per the attached proposal with the funding being provided through a grant. We will then bring back an executed agreement for ratification next month. A copy of the Executive Summary from the Phase I ESA is attached for review along with Heron's proposal for the Phase II ESA work.



March 2, 2021

Goshen Redevelopment Commission
204 E. Jefferson St. Suite 6
Goshen, Indiana 46528

RE: Proposal for Phase II Environmental Site Assessment
233 S. Main St. & 113 W. Jefferson St., Goshen, Indiana
Heron Proposal No. 21-0505-2

Heron Environmental, LLC (HERON) is pleased to provide this Proposal to perform a Phase II Environmental Site Assessment at the vacant commercial properties located at 233 S. Main Street and 113 W. Jefferson Street, in Goshen, Indiana (the Property). At the request of Goshen Redevelopment Commission, HERON completed a Phase I Environmental Site Assessment, dated February 23, 2021, which identified the following Recognized Environmental Conditions (RECs) in connection with the Property:

- A gasoline station operated at the Property from at least the 1940s through 1983. Limited closure documentation was only available for one UST associated with the station, and evidence suggests that three other USTs may remain in-place beneath the existing building, for which no assessment has been performed for verification that the historical operation of the USTs did not result in any spills or releases to the subsurface environment.
- A remnant in-ground hydraulic lift system was observed in the service garage area of the building and the system controls, piping, and subsurface reservoir tank appear to remain in-place. The potential exists for hydraulic oil remaining in the system to leak into the subsurface environment.
- Several 55-gallon drums of unknown liquids/wastes were observed in the service garage area of the building with significant oily surficial staining/oily residue observed on the concrete floor around the drums and in a trench-style floor drain beneath the drums. Significant staining was also observed on the concrete floor within a storage room in the northeastern portion of the building and on the ground surface outside a door at the northwest exterior of the building. The residue/staining and potential spillage to the floor drain is evidence of improper storage and disposal of such materials. The trench-style floor drain in the garage area reportedly discharges to the municipal sanitary sewer system; however, the drain did not appear to be maintained in good condition and the integrity is unknown.

The Phase I assessment concluded that further assessment would be needed to verify the presence or absence of the historical USTs and to determine if the historical gasoline station and automotive repair operations have adversely impacted the subsurface environment at the Property. If petroleum and/or hazardous materials releases have occurred beneath the building, a potential for a vapor encroachment condition (VEC) also exists.

The following Scope of Work will be completed in performing such further assessment.

SCOPE of WORK

Field Services

HERON proposes five soil borings to be completed at the Property (refer to attached Figure). Prior to boring advancement, public utilities will be located via IUPPS and a ground penetrating radar (GPR) scan will be completed by Ground Penetrating Radar Systems (GPRS) inside the building and to the west of the building to identify the presence or absence of USTs at the Property. Boring locations are subject to change based on the results of the GPR scan. Borings will be advanced using a hydraulically driven, direct push sampling probe. HERON anticipates borings will be completed to total depths of 25-feet below ground surface (ft. bgs). Borings will be advanced in 5-foot intervals and soil samples will be collected from every 2-foot interval and split into two portions. For each sample, one portion will be placed directly into laboratory provided sample containers and placed on ice in a cooler, while the other portion will be placed in a plastic baggie for field screening. Field screening will be completed with a photoionization detector (PID) to detect the presence of volatile organic vapors in parts per million. Soil conditions and field screening results will be recorded on soil boring logs completed for each boring. One soil sample will be submitted for analysis from each boring from the interval that demonstrates the highest field screening result. Selected samples will be submitted for laboratory analysis of volatile organic compounds (VOCs) via US EPA Method 5035/8260.

Upon completion of soil sampling, a temporary well will be installed in each borehole using a 10-foot section of 1.0-inch diameter, 0.010-inch slotted screen PVC placed at a depth to straddle the groundwater interface and completed to the surface with 1.0-inch diameter PVC riser. A peristaltic pump will be used to pump the well until discharge becomes relatively free of suspended particles and groundwater samples will be collected into laboratory supplied containers and submitted for analysis of VOCs via US EPA Method 8260. Following sample collection, each temporary well will be removed, and the borehole backfilled with bentonite chips.

Report

Upon receipt of laboratory analytical results, a Phase II Environmental Site Assessment Report will be prepared to document the assessment. The Report will include a summary of the Property and services performed, tabulated analytical results compared to the applicable Indiana Department of Environmental Management's (IDEM) Remediation Closure Guide (RCG) screening levels, figures depicting the Property and boring locations, boring logs, laboratory analytical report, and discussion of findings and conclusions.

COST and SCHEDULE

Heron proposes the following fee schedule for completion of the Scope of Work described herein:

Field Services

Drilling contractor for borings	\$1,950
Ground penetrating radar scan	\$ 850
Coordination and sample collection activities	\$ 950
Laboratory analysis	\$ 750

Report

Preparation, Review and Client Correspondence	\$ 950
Total Cost	\$5,450

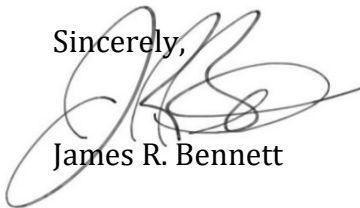
The Costs outlined here should be considered a maximum that will not be exceeded without prior Client authorization. In the event of unforeseen expenses or delays the Client will be notified immediately and changes, if necessary, to these costs will be provided.

Upon authorization HERON will coordinate the field collection schedule with the drilling and utility contractors. It is anticipated that borings will be completed within 2 weeks of authorization. Laboratory analysis will be completed on a standard 5 business day turnaround. Laboratory results will be communicated to the Client with 48-hours of receipt and the Report will be provided to the Client within 5 business days of receipt of laboratory results.

AUTHORIZATION

We appreciate the opportunity to provide our services. If you find this Proposal to be acceptable, please complete the attached Authorization and return to me at jbennett@heronenviro.com. Should you have any questions or need any additional information please contact me at 574-333-4553.

Sincerely,



James R. Bennett







-  Proposed Boring Locations
-  Trench Floor Drain
-  Remnant Hydraulic Lift
-  Approx. Property Boundaries



FIGURE
Proposed Boring Locations
 Vacant Commercial Property
 233 S. Main St./113 W. Jefferson S.
 Goshen, Indiana

Heron Project: 21-0505-2

Source: Google Earth
 2017 Aerial Photograph

Approx. Scale: 1" = 30'
 Prepared: Mar. 2021 By: JRB



RE: Proposal for Phase I Environmental Site Assessment
Commercial Properties
233 S. Main St. & 113 W. Jefferson St., Goshen, Indiana
Heron Proposal No. 21-0505-2

Date:

Authorized by (name and title) "Client":

Signature:

Company:

Billing Address:

Phone:

Email:

Property Contact (name and number/email):

STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to the above referenced Proposal ("Services") and constitutes the contract between Heron Environmental LLC ("Company") and Client. Services will be provided by Company in a professional manner, exercising reasonable skill and diligence expected of qualified environmental professionals. There are no other representations express or implied, and no warranty or guarantee is included or intended. Client acknowledges and agrees that Services may be performed by subcontractor chosen by Company.

Payment Terms: Projects will be invoiced at completion or every 30 days (when applicable). Payment is due on the date of the invoice and must be settled within 30 days of date of invoice. Invoices past due more than 30 days will be assessed at an interest rate of 1.5% per month.

Client agrees that the Company's total liability for any and all claims arising in any way related to these Services from any cause shall not exceed and limited to the lessor of total compensation paid to Company for Services or the amount of Company's insurance pursuant to Services.

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Commercial Property
233 S. Main Street &
117 W. Jefferson Street
Goshen, Indiana 46528

Prepared for:

Goshen Redevelopment Commission
204 E. Jefferson Street, Suite 6
Goshen, Indiana 46528

Prepared by:



Project No. 21-0505

February 23, 2021

TABLE OF CONTENTS

Section No.	Page No.
1.0 SUMMARY.....	1
2.0 INTRODUCTION.....	4
2.1 Purpose and Scope of Services.....	4
2.2 Location and Description.....	4
2.3 Limiting Conditions, Deviations and Exceptions.....	5
2.4 Significant Assumptions.....	5
2.5 Special Terms and Conditions.....	5
3.0 USER PROVIDED INFORMATION.....	5
3.1 Environmental Liens and Activity and Use Limitations.....	5
3.2 Specialized or Actual Knowledge.....	5
3.3 Fair Market Value.....	5
3.4 Commonly Known Information.....	6
3.5 Reason for Performing Phase I.....	6
4.0 RECORDS REVIEW.....	6
4.1 Physical Setting.....	6
4.2 Standard Environmental Records Sources.....	7
4.3 Additional Environmental Records.....	15
4.4 Historical Use Information.....	16
4.5 Historical Use Information on Adjoining Properties.....	18
5.0 SITE RECONNAISSANCE.....	19
5.1 Methodology and Limiting Conditions.....	19
5.2 General Site Setting.....	19
5.3 Interior and Exterior Observations.....	20
6.0 INTERVIEWS.....	22
6.1 Interview with Property Owner.....	22
6.2 Interview with Property Manager.....	22
6.3 Interview with Property Occupant.....	22
6.4 Interview with Local Government Official.....	23
6.5 Interview with Others.....	23
7.0 EVALUATION.....	23
7.1 Findings.....	23
7.2 Opinion.....	24
7.3 Conclusions.....	25
7.4 Data Gaps and Deviations.....	25
7.5 Statement and Signature of Environmental Professional.....	25
8.0 NON-SCOPE SERVICES.....	26
9.0 REFERENCES.....	26



1.0 SUMMARY

Heron Environmental, LLC (HERON) has performed a Phase I Environmental Site Assessment in conformance with the ASTM E1527-13 “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”. The subject of the Phase I Environmental Site Assessment are the adjoining parcels of commercial real estate located at 233 S. Main Street and 117 W. Jefferson Street, in Goshen, Indiana (the “Property”). HERON understands that the Goshen Redevelopment Commission has requested this Phase I Environmental Site Assessment in consideration of potential acquisition of the Property.

The Property is identified by address at 233 S. Main Street and 117 W. Jefferson Street and located within the incorporated area of the City of Goshen. The Property is situated within the downtown district of the City, on the northwest corner of the intersection of S. Main Street and W. Jefferson Street. The Property consists of two adjoining land parcels, Parcel Nos. 20-11-09-414-029.000-015 and 20-11-09-414-030.000-015, totaling approximately 0.25-acres.

The Property is currently improved with a commercial building situated on the eastern portion of the Property. The building was reportedly constructed in 1984, is slab on-grade, masonry block and steel frame construction, totaling approximately 3,350-square feet. The Property is accessed via ingress/egress from W. Jefferson Street adjoining to the south. Approximately 1,200-square feet of paving is present at the south exterior of the building. The remaining western portion of the Property is currently unimproved, and gravel covered. A building was formerly situated on the far western portion of the Property, was reportedly slab on-grade, wood frame construction, totaling approximately 1,000-square feet and was demolished in early 2020.

The Property is currently unoccupied and vacant. The existing building at the Property was occupied by D&T Muffler and Brake from circa 2001 through 2019. Prior occupancy included Care Muffler & Brake and Quality Muffler & Brake dating to circa 1984. A gasoline station owned/operated by Colonial Oil Co. occupied the east-central portion of the Property from at least 1941 to 1983. The building formerly situated on the western portion of the Property and demolished in early 2020 was most recently occupied by a non-profit bicycle shop from circa 2013 to 2018. Prior to the bicycle shop the building was reportedly vacant dating to at least 2001 and was historically occupied by a café/restaurant from at least the 1930s to late 1990s. Prior to the gasoline station, a building was situated on the southeastern portion of the Property and reportedly occupied by a tire shop in the 1920s and 1930s. A building historically situated on the northern portion of the Property, which was demolished in the late 1960s, was occupied by House of Harter, a sporting goods store, from at least the 1940s to the 1960s. This building was reportedly occupied by a pharmacy in the 1920s and 1930s, and the Goshen Buggy Top Co. from the late 1890s through the 1910s. The Property appears to have also been used for residential purposes from at least the late 1800s through the 1910s.

An Indiana Department of Environmental Management (IDEM) Notification for Underground Storage Tanks (USTs) dated April 1986 lists United (Colonial) at 233 S. Main Street as the location of USTs owned by R.I. Marketing, Inc. of Indianapolis, Indiana. The form lists four USTs; two being 8,000-gallon capacity storing gasoline, one 6,000-gallon storing gasoline, and one 3,000-gallon storing kerosene. The USTs are noted as painted steel with no internal protection, having been installed prior to 1966 and last used in October 1983. The USTs are noted as filled with inert material indicating the tanks were not removed from the ground at that time. No other documents concerning the USTs was available for review from the IDEM Virtual File Cabinet (VFC). The only

related documents provided by the owner were a laboratory analytical report, dated September 1990, listing three soil samples analyzed for petroleum hydrocarbons (quantitated as #2 Fuel Oil), and resulting in no detectable concentrations above 10 parts per million. Two photographs accompanying the laboratory report note a 3,000-gallon tank removed September 6, 1990 from 233 S. Main Street. No other information was available concerning the specific location from which the UST was removed or where the samples were collected, or regarding the other three USTs that were reportedly operated at the Property. Based on a review of available aerial photographs, there appears to have been three dispenser islands on the far eastern portion of the Property, which may indicate that the USTs, if remaining in-place, are located beneath the existing building.

Six 55-gallon drums and two 30-gallon drums of unknown liquids/wastes were observed in the service garage area of the building. Significant oily surficial staining/oily residue was observed on the concrete floor and in a trench-style floor drain at the location of the drums, as well as on the concrete floor within a storage room in the northeastern portion of the building. Staining was also observed on the ground surface outside a door at the northwest exterior of the building. A remnant in-ground hydraulic lift system was observed in the service garage area of the building. It appears that two cylinders associated with the system have been removed and the cylinder casings filled with concrete; however, the system controls, piping, and subsurface reservoir tank appear to remain in-place. The trench-style floor drain in the garage area reportedly discharges to the municipal sanitary sewer system. However, the drain did not appear to be maintained in good condition, was significantly stained with oily residue, and the integrity is unknown.

Regarding potential for off-site environmental concerns for the Property, adjacent properties to the southeast and south have been the subject of environmental investigations related to former gasoline stations/USTs, have subsequently received No Further Action (NFA) determinations, and are subject to activity and use limitations (AULs); however, there is no evidence that related contaminants have migrated to the Property. The Former Eagle Uniform Facility, adjacent to the west of the Property, has been the subject of investigative and remedial actions since at least 2012 in response to tetrachloroethylene (PCE) contamination related to historical dry-cleaning operations and received a NFA determination on June 23, 2020. A January 2019 Remediation Completion Report (RCR) revealed that monitor wells MW-11 were previously installed on the south-central portion of Property and routinely monitored, having been reportedly properly abandoned in July 2020 in response to the NFA letter. The RCR shows the source of the PCE contamination being less than 100-feet west of the Property boundary; however, groundwater flows west-northwesterly away from the Property, with the PCE plume generally impacting properties further west. Depth to groundwater at the Property and site has been shown to be between 15 and 20 feet below ground surface. Analytical results for groundwater samples collected from MW-11 at the Property, collected quarterly from September 2013 through June 2018 did not report volatile organic compounds (VOCs) above the laboratory detection limits except for PCE in September and December 2015 at concentrations of 0.38 and 0.48 micrograms per liter (ug/l), respectively, well below the applicable IDEM Remediation Closure Guide Screening level of 5.0 ug/l.

Heavy snow cover at the time of the reconnaissance prevented direct observation of the exterior ground surface, which may have prevented observation of areas of staining or evidence of the presence of underground storage tanks or other subsurface features. There were no other limiting conditions, significant data gaps or deviations during the completion of this assessment.



In conclusion, this Phase I Environmental Site Assessment has revealed the following Recognized Environmental Conditions (RECs) in connection with the Property:

- A gasoline station operated at the Property from at least the 1940s through 1983. Limited closure documentation was only available for one UST associated with the station, and evidence suggests that three other USTs may remain in-place beneath the existing building, for which no assessment has been performed for verification that the historical operation of the USTs did not result in any spills or releases to the subsurface environment.
- A remnant in-ground hydraulic lift system was observed in the service garage area of the building and the system controls, piping, and subsurface reservoir tank appear to remain in-place. The potential exists for hydraulic oil remaining in the system to leak into the subsurface environment.
- Several 55-gallon drums of unknown liquids/wastes were observed in the service garage area of the building with significant oily surficial staining/oily residue observed on the concrete floor around the drums and in a trench-style floor drain beneath the drums. Significant staining was also observed on the concrete floor within a storage room in the northeastern portion of the building and on the ground surface outside a door at the northwest exterior of the building. The residue/staining and potential spillage to the floor drain is evidence of improper storage and disposal of such materials. The trench-style floor drain in the garage area reportedly discharges to the municipal sanitary sewer system; however, the drain did not appear to be maintained in good condition and the integrity is unknown.

It is HERON's opinion that no historical-RECs (HRECs) or controlled-RECs (CRECs) were identified in connection with the Property. Further assessment would be needed to verify the presence or absence of the historical USTs and to determine if the historical gasoline station and automotive repair operations have adversely impacted the subsurface environmental at the Property. If petroleum and/or hazardous materials releases have occurred beneath the building, a potential for a vapor encroachment condition (VEC) also exists.



2.0 INTRODUCTION

2.1 Purpose and Scope of Services

Heron Environmental, LLC (HERON) has performed a Phase I Environmental Site Assessment in conformance with the ASTM E1527-13 “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”, which defines good commercial and customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products. The subject of the Phase I Environmental Site Assessment are the parcels of commercial real estate located at 233 S. Main Street and 117 W. Jefferson Street, in Goshen, Indiana (the “Property”).

HERON understands that the Goshen Redevelopment Commission, is considering acquisition of the Property and intends to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability, the “landowner liability protections (LLPs)”, which is the practice that constitutes all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial and customary practice as defined at 42 U.S.C. §9601(35)(B).

The objective of the Phase I Environmental Site Assessment is to identify Recognized Environmental Conditions (RECs), defined as “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. Furthermore, an Historical Recognized Environmental Condition (HREC) is a REC defined as “a past release of any hazardous substances or petroleum products that has occurred in connection with the Property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the Property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls); a Controlled Recognized Environmental Condition (CREC) is a REC defined as “a REC resulting from a past release of hazardous substance or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls. De minimis conditions are those that generally do not present a threat to human health or the environment and generally would not be the subject of an enforcement action if brought to the attention of the appropriate governmental agencies. De minimis conditions are not RECs nor CRECs.

2.2 Location and Description

The Property is identified by address at 233 S. Main Street and 117 W. Jefferson Street and located within the incorporated area of the City of Goshen. The Property is within the Southeast $\frac{1}{4}$ of Section 9, Township 36 North, Range 6 East, Elkhart Township, in Elkhart County, Indiana. The Property is situated within the downtown district of the City, on the northwest corner of the intersection of S. Main Street and W. Jefferson Street. The Property is topographically located on Figure 1 in Appendix A. The Property consists of two adjoining land parcels, Parcel Nos. 20-11-09-414-029.000-015 and 20-11-09-414-030.000-015, totaling approximately 0.25-acres. The full legal description for the Property is provided on the most recent deed in Appendix B.



2.3 Limiting Conditions, Deviations and Exceptions

Heavy snow cover at the time of the reconnaissance prevented direct observation of the exterior ground surface, which may have prevented observation of areas of staining or evidence of the presence of underground storage tanks or other subsurface features. There were no other limiting conditions, deviations, or exceptions from the ASTM E1527-13 standard practice.

2.4 Significant Assumptions

No environmental site assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. This Assessment is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with a property and recognizes reasonable limits of time and cost. All appropriate inquiries does not mean an exhaustive assessment of a property.

This Assessment is site-specific to the Property described herein and relative to the dates of the work performed. This Assessment does not address issues raised in transactions such as purchases of business entities, or interests therein, or of their assets, that may well involve environmental liabilities pertaining to properties previously owned or operated or other off-site environmental liabilities. In comparison with any subsequent inquiry, this Assessment must be evaluated based on the reasonableness of judgements made at the time and under the circumstances in which they were made. Subsequent environmental site assessments should not be considered valid standards to judge the appropriateness of any prior assessment based on hindsight, new information, use of developing technology or analytical techniques, or other factors.

2.5 Special Terms and Conditions

No Special Terms or Conditions apply to this Phase I Environmental Site Assessment.

3.0 USER PROVIDED INFORMATION

A User Questionnaire completed by Ms. Becky Hutsell, representative for the Goshen Redevelopment Commission, is provided in Appendix C.

3.1 Environmental Liens and Activity and Use Limitations

Ms. Hutsell is not aware of any environmental liens or activity and use limitations (AULs) filed or recorded against the Property. HERON did not identify any environmental liens or AULs associated with the Property during the review of public records.

3.2 Specialized or Actual Knowledge

Except for general knowledge that the Property was historically a gasoline station, the User claims no specialized or actual knowledge regarding the Property.

3.3 Fair Market Value

The User claims no knowledge of any known or obvious environmental conditions and the Property is considered as being offered at fair market value with no valuation reduction due to environmental



conditions.

3.4 Commonly Known Information

Commonly known past use of the Property is limited to automotive service and repair and the historical gasoline station.

3.5 Reason for Performing Phase I

The Goshen Redevelopment Commission is considering acquisition of the Property and has requested this environmental site assessment to qualify for an LLP to CERCLA liability. This environmental site assessment is intended for use and reliance by the Goshen Redevelopment Commission. Any other entity intending to use this assessment must satisfy the User's Responsibilities and should contact HERON for agreement to the terms and conditions of services.

4.0 RECORDS REVIEW

4.1 Physical Setting

A review of the USGS 7.5 Minute Topographic Map – Goshen Quadrangle (2013) identifies the Property as being approximately 800 feet above mean sea level (amsl). Topography at the Property is relatively flat. Area topography generally slopes to the west.

4.1.1 Soils

According to the US Department of Agriculture Natural Resources Conservation Service (NRCS) Web Soil Survey (websoilsurvey.sc.egov.usda.gov), soils in the area of the Property are described as Urban land-Bainter complex. The Urban land designation indicates that based on extensive development, soils have been reworked to the point that they may no longer retain native soil properties. The Bainter Series is derived from loamy outwash over sandy and gravelly outwash on outwash plains. A typical profile consists of sandy loam to a depth of approximately 44-inches, underlain by sandy clay loam to approximately 54-inches, underlain by coarse sand to approximately 80-inches. Bainter soils are well drained with moderate available water capacity.

4.1.2 Geology

The area of the Property is underlain by approximately 150 to 250 feet of unconsolidated deposits, generally composed of fine to medium sand with zones of coarse sand and gravel. Interspersed within these deposits are thin clay or till units of limited areal extent. The Bedrock Geology of Indiana Map indicates that bedrock in the vicinity of the Property generally consists of the Mississippian-Devonian Shale.

4.1.3 Hydrology/Hydrogeology

The Property is located within the St. Joseph Aquifer System, which includes unconsolidated deposits typically composed of sand and gravel layers that vary in thickness. These aquifers are considered capable of meeting the needs of domestic and high-capacity use, typically generating from 100 to 1,500 gallons per minute domestic yield, with some significant withdraw facilities reporting up to 2,200 gallons per minute. This aquifer system is highly susceptible to contamination.



Groundwater typically follows regional topography towards surface waters; however, site-specific groundwater flow direction can vary based on seasonal precipitation fluctuations, subsurface features, or nearby extraction. Based upon available information, groundwater in the area of the Property is likely encountered at approximately 15 to 20 feet below surface grade, flowing westerly toward an hydraulic canal and the Elkhart River, located approximately 700-feet west of the Property.

4.2 Standard Environmental Records Sources

Standard federal, state, and tribal environmental records sources were reviewed and made available to HERON by Environmental Data Resources, Inc. (EDR), as specified by the ASTM standard practice. The following summarizes the findings of the review and a copy of the EDR Database Report is provided in Appendix D.

4.2.1 Federal Records Sources

The following federal records sources are maintained by the U.S. Environmental Protection Agency (US EPA).

NATIONAL PRIORITIES LIST SITES

The National Priorities List (NPL-Superfund) is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program.

- The Property is not identified on the NPL.
- There were no NPL sites within a 1.0-mile radius of the Property.

DELISTED NPL SITES

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA utilizes to delete sites from the NPL where no further response is appropriate.

- The Property is not identified on the Delisted NPL.
- There were no Delisted NPL sites within a 0.5-mile radius of the Property.

SUPERFUND ENTERPRISE MANAGEMENT SYSTEM LIST

The Superfund Enterprise Management System (SEMS), formerly known as the Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS), tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program. The list contains data on potentially hazardous waste sites that have been reported to EPA pursuant to CERCLA and also contains sites which are either proposed to or on the NPL and sites which are in the screening and assessment phase for possible inclusion on the NPL.

- The Property is not identified on the SEMS List.
- There was one SEMS site identified within a 0.5-mile radius of the Property:

Listed Site	Details
North 5 th Street Groundwater Contamination 308 North 5 th St. 0.398-miles north/northeast (down gradient)	<i>Refer to 4.2.3.</i>



SEMS ARCHIVE LIST

SEMS-ARCHIVE, formerly known as CERCLIS-NFRAP, tracks sites that have no further interest under the Superfund Program based on available information. Archived status indicates that, to the best of EPA’s knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the NPL, unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time.

- The Property is not identified on the SEMS-ARCHIVE List.
- There were four SEMS-ARCHIVE sites identified within a 0.5-mile radius of the Property:

Listed Site	Details
Jaxon Cleaners 5 th & Jefferson St. 0.085-miles east (up gradient)	Ongoing remedial actions; review of 2020 quarterly monitoring data did not reveal evidence of contaminants migrating toward the Property and site is not an environmental concern to the Property.
Anderson Bolling Mfg 214 Jefferson St. 0.151-miles west (down gradient)	Discovery, preliminary assessment and archived in 1989; not an environmental concern to the Property.
OK Marketing Superfund 525 E. Lincoln 0.448-miles east-northeast (cross gradient)	Discovery in 1992; preliminary assessment and site investigation in 1996; archived in 1996; not an environmental concern to the Property.
Artco Metal Finishing 610 E. Madison St. 0.472-miles east-southeast (up gradient)	Discovery in 1980; preliminary assessment and archived in 1984; not an environmental concern to the Property.

RESOURCE CONSERVATION & RECOVERY ACT CORRECTIVE ACTION FACILITIES LIST

The Resource Conservation and Recovery Act (RCRA) Corrective Action (CORRACTS) list identifies hazardous waste handlers with RCRA corrective action activity. The following information was identified from the CORRACTS list, dated March 2019:

- The Property is not identified on the CORRACTS List.
- There were two CORRACTS sites identified within a one-mile radius of the Property:

Listed Site	Details
Anderson Bolling Mfg 214 Jefferson St. 0.151-miles west (down gradient)	Corrective actions not reported; administered through Brownfields with institutional controls.
Johnson Controls, Inc. 1302 E. Monroe St. 0.955-miles east-southeast (up gradient)	Referred to VRP; not an environmental concern to the Property.

RESOURCE CONSERVATION & RECOVERY ACT INFORMATION SYSTEM LIST

The Resource Conservation and Recovery Act (RCRA) information system provides access to data supporting RCRA and the Hazardous and Solid Waste Amendments (HSWA). The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by RCRA.



RCRA Treatment, Storage, and Disposal (TSDF) - sites that treat, store, or dispose of waste.

- The Property is not identified as a TSDF site.
- There were no TSDF sites identified within a 1.0-mile radius of the Property.

RCRA Large Quantity Generators (LQG) - sites that generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

- The Property is not identified as a LQG site.
- There were no LQG sites identified within a 0.25-mile radius of the Property.

Small Quantity Generators (SQG) - sites that generate between 100 kg and 1,000 kg of hazardous waste per month.

- The Property is not identified as a SQG site.
- There were no SQG sites identified within a 0.25-mile radius of the Property.

Very Small Quantity Generators (VSQG) – formerly conditionally exempt small quantity generators (CESQG), sites that generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous wastes per month.

- The Property is not identified as a VSQG site.
- There were two VSQG sites identified within a 0.25-mile radius of the Property:

Listed Site	Details
CVS Pharmacy 6472 410 S. Main St. 0.137-miles south-southeast (up gradient)	VSQG status dates to 2019; historical SQG or LQG dating to 2012; no violations reported.
Former City Street Department 311 W. Madison St. 0.180-miles west-southwest (down gradient)	VSQG status dates to 2010; compliance evaluation inspection on-site in 1999 with no violations reported.

Non-Generators are sites that do not presently generate hazardous wastes.

- The subject property does not appear on the RCRA Non-Generator List.

INSTITUTIONAL CONTROL/ENGINEERING CONTROL REGISTRIES

Listing of sites with institutional/engineering controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

- The Property is not identified on the institutional or engineering control registries.
- There were no adjoining properties identified on the registries.

EMERGENCY RESPONSE NOTIFICATION SYSTEM

The Emergency Response Notification System (ERNS) records and stores information on reported



releases of oil and hazardous substances.

- The Property is not identified on the ERNS.
- There were no adjoining properties identified on the ERNS.

4.2.2 State and/or Tribal Records Sources

The following state records sources are maintained by the Indiana Department of Environmental Management (IDEM).

PERMITTED SOLID WASTE FACILITIES LIST

Solid Waste Facilities/Landfill Sites (SWF/LF) records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. These may be active or inactive sites or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

- The Property is not identified on the LF/SW list.
- There were no LF/SW sites identified within a 0.5-mile radius of the Property.

LEAKING STORAGE TANK LIST

Leaking Underground Storage Tank (LUST) incident reports records contain an inventory of reported leaking underground storage tank incidents.

- The Property is not identified as a LUST site.
- There were nine LUST sites identified within a 0.5-mile radius of the Property:

Listed Site	Details
Goshen Quick Mart Inc 301 S. Main St. Adjoining to the south (cross gradient)	LUST incident reported in 1992; medium priority indicating soil and groundwater impacts; NFA-Conditional Closure issued.
Goshen Iron & Metal 409 W. Lincoln Ave. 0.282-miles northwest (down gradient)	LUST incident reported in 1989; low priority indicating soil impacts only; NFA-Unconditional Closure issued.
Goshen Marathon 501 E. Madison St. 0.370-miles east-southeast (up gradient)	LUST incident reported in 1989; high priority indicating soil and groundwater impacts and free product; NFA-Unconditional Closure issued.
Michiana Tire of Goshen 410 W. Pike St. 0.389-miles north-northwest (down gradient)	LUST incident reported in 1995; low priority indicating soil impacts only; NFA-Unconditional Closure issued.
Greg Smucker 406 Pike St. 0.391-miles north-northwest (down gradient)	LUST incident reported in 2004; low priority indicating soil impacts only; NFA-Unconditional Closure issued.
Mogul Rubber Corp. 317 W. Douglas St. 0.420-miles south (cross gradient)	LUST incident reported in 1989; medium priority indicating soil and groundwater impacts; NFA-Unconditional Closure issued.
Acme General Warehouse 606 Legion St. 0.454-miles east-northeast (cross gradient)	LUST incident reported in 1990; low priority indicating soil impacts only; NFA-Unconditional Closure issued.
Nationwise Auto Parts 600-700 W. Lincoln Ave. 0.481-miles west-northwest (down gradient)	LUST incident reported in 1995; low priority indicating soil impacts only; NFA-Unconditional Closure issued.

7-11 Store No. 32592 613 E. Madison. 0.484-miles east (up gradient)	LUST incident reported in 1999; medium priority indicating soil and groundwater impacts; NFA-Unconditional Closure issued.
---	--

REGISTERED STORAGE TANKS LIST

Registered Underground Storage Tanks (USTs) are regulated under Subtitle I of RCRA and must be registered with the state department responsible for administering the UST program (IDEM).

- ***The Property is identified on the UST list (refer to Section 4.2.3).***
- There were eight UST sites identified within a 0.25-mile radius of the Property:

Listed Site	Details
Goshen Quick Mart Inc 301 S. Main St. Adjoining to the south (cross gradient)	Three USTs permanently out of service; reportedly closed in 1997; LUST incident reported-NFA issued.
Eagle Uniform & Linen 117 W. Jefferson. Adjoining to the west (down gradient)	One UST permanently out of service; closure date not reported; no LUST incidents reported.
Promotor Engines & Components 201 S. 3 rd St. 0.074-miles northwest (down gradient)	Five USTs permanently out of service; closure dates not reported; no LUST incidents reported.
Home Lumber Co. 212 W. Washington St. 0.120-miles west-northwest (down gradient)	One UST permanently out of service; reportedly closed in 1992; no LUST incidents reported.
Doriot’s Incorporated 301 W. Washington St. 0.165-miles west-northwest (down gradient)	Two USTs permanently out of service; reportedly closed in 1990 and 1994; no LUST incidents reported.
Elkhart County Sheriff Department 111 N. 3 rd St. 0.166-miles north-northwest (down gradient)	Three USTs permanently out of service; reportedly closed in 1996; no LUST incidents reported.
Elkhart County Farm Bureau Co-Op 218 W. Lincoln Ave. 0.176-miles north-northwest (down gradient)	Four USTs permanently out of service; reportedly closed in 1991; no LUST incidents reported.
Daniel W. Miller 501 S. Main St. 0.196-miles south (cross gradient)	One UST permanently out of service; reportedly closed in 1991; no LUST incidents reported.

INSTITUTIONAL CONTROL/ENGINEERING CONTROL REGISTRIES

Activity and Use Limitations (AULs) include both engineering controls and institutional controls, including a listing of Comfort/Site Status Letter site that have been issued with controls.

- The Property is not identified on the AUL registry.
- There were three adjoining properties identified on the AUL registry:

Listed Site	Details
Goshen Quick Mart In 301 S. Main St. Adjoining to the south (cross gradient)	Environmental Restrictive Covenant recorded in 2012; residential, agriculture and groundwater use restrictions.
Eagle Uniform and Linen 117 W. Jefferson St. Adjoining to the west (down gradient)	Environmental Restrictive Covenant recorded in 2020; residential, agriculture and groundwater use restrictions.



Siegmann Parcel 1 302 S. Main St. Adjoining to the southeast (up gradient)	Environmental Restrictive Covenant recorded in 2012; residential and groundwater use restrictions.
--	--

STATE CLEANUP PROGRAM SITES

The goals of the IDEM State Cleanup Section are to manage the investigation and remediation of sites contaminated with hazardous substances or petroleum which are not included in the federal Superfund Program.

- The Property is not identified as a SCP site.
- There were six SCP sites identified within a 0.5-mile radius of the Property:

Listed Site	Details
American Uniform/Eagle Uniform 117 W. Jefferson St. Adjoining to the west (down gradient)	<i>Refer to Section 4.2.3.</i>
Jaxon Cleaners 211 S. 5 th St. 0.073-miles east-northeast (cross gradient)	Ongoing remedial actions; review of 2020 quarterly monitoring data did not reveal evidence of contaminants migrating toward the Property and site is not an environmental concern to the Property.
Goshen Auto Electric 118-124 E. Washington St. 0.089-miles northeast (cross gradient)	Site was delisted from SCP and administered through Brownfields.
Goshen Well Field 203 S. 5 th St. 0.103-miles northeast (cross gradient)	Refer to SEMS notation for North 5 th Street Groundwater Contamination.
Goshen Speedwash 118 E. Clinton St. 0.260-miles north-northeast (cross gradient)	No Further Action letter issued in January 2018.
Goshen Well Field 308 N. 5 th St. 0.398-miles north-northeast (cross gradient)	Refer to SEMS notation for North 5 th Street Groundwater Contamination.

VOLUNTARY CLEANUP SITES

The IDEM Voluntary Remediation Program (VRP) was established in 1993 for site owners, operators, or potential purchasers to voluntarily enter into agreement to clean up contaminated property. When the cleanup is complete, IDEM issues a Certificate of Completion and the Governor’s Office may issue a Covenant Not to Sue.

- The Property is not identified as a VRP site.
- There were two VRP sites identified within a 0.5-mile radius of the Property:

Listed Site	Details
Northern Indiana Public Service Corp. 315 N. 5 th St. 0.430-miles north (cross gradient)	Active status with ongoing investigative actions; not an environmental concern to the Property.
Goshen MGP 312 N. 5 th St. 0.435-miles north-northeast (cross gradient)	Active status with ongoing investigative actions; not an environmental concern to the Property.



BROWNFIELDS SITES

IDEM maintains a list of industrial or commercial property that is abandoned, inactive, or underutilized, on which expansion or redevelopment is complicated due to actual or perceived environmental contamination.

- The Property is not identified as a Brownfield site.
- There were ten Brownfield sites identified within a 0.5-mile radius of the Property:

Listed Site	Details
Siegmann Parcel 1 302 S. Main St. Adjoining to the southeast (up gradient)	Environmental Restrictive Covenant recorded in 2012; residential and groundwater use restrictions.
Jaxon Cleaners 211 S. 5 th St. 0.073-miles east-northeast (cross gradient)	Ongoing remedial actions; review of 2020 quarterly monitoring data did not reveal evidence of contaminants migrating toward the Property and site is not an environmental concern to the Property.
Goshen Auto Electric 118-124 E. Washington St. 0.089-miles northeast (cross gradient)	Comfort Letter most recently issued in December 2020; Environmental Restrictive Covenant recorded in 2017; engineered control with vapor intrusion monitoring and groundwater use restriction.
River Race Development 212 W. Madison St. 0.147-miles southwest (cross gradient)	Environmental Restrictive Covenant recorded in 2014; excavation and residential use restrictions.
Goshen Street Department 311 W. Madison St. 0.180-miles west-southwest (down gradient)	Site Status Letter issued in 2013; Environmental Restrictive Covenant recorded in 2014; residential, groundwater and excavation restrictions.
Hawkins Property 211 W. Monroe St. 0.185-miles south-southwest (cross gradient)	Site Status Letter issued in 2013; Environmental Restrictive Covenant recorded in 2014; residential use and excavation restrictions.
Goshen Millrace Power 315 W. Washington St. 0.200-miles west-northwest (down gradient)	Site Status Letter issued in 2014; Environmental Restrictive Covenant recorded in 2019; residential, groundwater and excavation restrictions.
Elkhart County FMG CW 117 N. Second St. 0.265-miles northwest (down gradient)	Oversight only; no land use restrictions reported.
Gordy Property 317 W. Douglas St. 0.420-miles south (cross gradient)	Site Status Letter issued in 2016; no land use restrictions reported.
The Chief 502 W. Lincoln Ave. 0.430-miles west-northwest (down gradient)	Comfort Letter issued in 2019; Environmental Restrictive Covenant recorded in 2019; groundwater use and excavation restrictions.

4.2.3 Summary of Records Sources Review

EDR identified the Property on the UST database and a review of the IDEM Virtual File Cabinet (VFC) revealed the following:



An IDEM Notification for USTs dated April 1986 lists United (Colonial) at 233 S. Main Street as the location of USTs owned by R.I. Marketing, Inc. of Indianapolis, Indiana. The form lists four USTs, with two being 8,000-gallon capacity storing gasoline, one 6,000-gallon storing gasoline, and one 3,000-gallon storing kerosene. The USTs are noted as painted steel with no internal protection, having been installed prior to 1966 and last used in October 1983. The USTs are noted as filled with inert material indicating the USTs were not removed from the ground. No other documents concerning the USTs was available for review from the IDEM VFC. The only documents provided by the owner were a laboratory analytical report, dated September 1990, listing three soil samples analyzed for petroleum hydrocarbons (quantitated as #2 Fuel Oil), and resulting in no detectable concentrations above 10 parts per million. Two photographs accompanying the laboratory report note a 3,000-gallon tank removed September 6, 1990 from 233 S. Main Street. No other information was available concerning the specific location from which the UST was removed or where the samples were collected, or regarding the other three USTs that were reportedly operated at the Property. Available records are provided in Appendix E.

Off-site facilities of potential environmental concern were identified within the EDR report and available records for these facilities were obtained for review from the VFC and are summarized below.

Siegmann Parcels & Goshen Quick Mart

The Siegmann Parcels, adjacent to the southeast beyond the intersection of S. Main Street and E. Jefferson Street, at 302 S. Main Street/106-108 E. Jefferson Street, and the Goshen Quick Mart, adjacent to the south beyond W. Jefferson Street at 301 S. Main Street, have each had releases related to USTs with subsequent site investigations. Both sites have received No Further Action letters and there is no evidence that either site is of environmental concern to the Property.

Former Eagle Uniform Facility

The Former Eagle Uniform Facility, adjacent to the west of the Property at 115-117 W. Jefferson Street, has been the subject of investigative and remedial actions since at least 2012 in response to tetrachloroethylene (PCE) contamination related to historical dry-cleaning operations. A No Further Action letter was issued for the site on June 23, 2020. A Remediation Completion Report (RCR), dated January 31, 2019, was reviewed and revealed that monitor well MW-11 were previously installed on the south-central portion of the Property and routinely monitored, having been properly abandoned in July 2020 in response to the NFA letter. The RCR shows the source of the PCE contamination being less than 100-feet west of the Property boundary; however, groundwater flows west-northwesterly away from the Property, with the PCE plume generally impacting properties further west. Depth to groundwater at the Property and site has been shown to be between 15 and 20 feet below ground surface. Analytical results for groundwater samples collected from MW-11 at the Property, collected quarterly from September 2013 through June 2018 did not report VOCs above the laboratory detection limits except for PCE in September and December 2015 at concentrations of 0.38 and 0.48 micrograms per liter (ug/l), respectively, well below the applicable IDEM Remediation Closure Guide Screening level of 5.0 ug/l.

North 5th Street Groundwater Contamination Site

Volatile organic compounds (VOCs) contamination has been identified in multiple wells in the Goshen North Wellfield located approximately 0.5-miles north-northeast of the Property. A letter dated March 11, 2020, from the IDEM Commissioner to the EPA recommends inclusion of the North 5th Street Groundwater Contamination Site on the NPL. An Expanded Site Inspection Report & Supplemental Expanded Site Inspection Report (the Report), dated March 2019, identifies the



Property on Page 22 of the Report as “D&T Muffler & Brake/United Colonial (233 S. Main St.)” and notes “ESI groundwater samples GW-1/GW-15(Dup) (ET0B3/ET0B4) and GW-3 (ET0B7) and Supplemental ESI groundwater sample GW-102 (ET0T0) were taken between this possible source and the capture zone of the well field to provide information about this facility. No VOCs were detected in these samples.”

The federal and state environmental records review did not identify any other adjoining or off-site properties for which releases, or threatened releases were considered a significant environmental threat to the Property based on: 1) location; 2) topography; 3) the absence of any documented or observed release conditions, and 4) the regulatory status of existing or previously reported releases.

4.3 Additional Environmental Records

4.3.1 Local Government Records

Available Elkhart County Health Department (ECHD) documents, correspondence and other pertinent information concerning the Property was obtained from the Department eAtlas (elkhartin.maps.arcgis.com). Available records are provided in Appendix F and summarized below.

The ECHD routinely conducts inspections of commercial and industrial operations as part of the County Ground Water Protection Program (GWPP). The most recent inspection form for the Property is dated July 2020, listing the occupant as D&T Automotive Specialists and reporting the facility as closed and empty. A December 2017 inspection form identifies the occupant as D&T Automotive Specialists, noting wastewater disposal to the municipal system, a French floor drain in the shop that also discharges to the municipal system, and reporting no violations. An accompanying Toxic or Hazardous Substance Storage Areas inventory lists three aboveground storage tanks (ASTs) containing used oil and totaling 750-gallons, along with 55-gallon drums of antifreeze, used oil, and oil all stored inside.

Prior inspections of D&T Automotive Specialists were conducted in June 2014, October 2010, July 2007, and May 2001, identifying wastewater discharge to the municipal system, and listing similar types/quantities of hazardous or toxic substances. The 2007 inspection notes violations for storage of 55-gallon drums near doorway and outside without secondary containment, which were noted as corrected in a follow-up inspection in August 2007.

A May 2001 inspection form identifies the occupant as Care Muffler & Brakes, reporting the facility closed and occupied by D&T Automotive Specialists. A December 2000 form also identifies Care Muffler & Brakes and reporting the facility closed and empty. A March 1999 inspection of Care Muffler & Brakes reports no violations, identifies wastewater discharge (including the floor drains) to municipal sewer, and the accompanying inventory lists three 275-gallon ASTs containing oil and waste oil, and 55-gallon drums containing antifreeze, oil, and floor cleaner. Prior inspections of Care Muffler & Brakes were conducted in March 1997, January 1995, and July 1993, and identifying wastewater discharge to the municipal system, and listing similar types/quantities of hazardous or toxic substances.

Inspections conducted in April 1990 and October 1991 identify the occupant as Quality Muffler & Brake, listing 55-gallon or smaller containers of brake fluid, degreaser, oil, solvent and grease. A letter dated November 1, 1991, requires confirmation that the floor drains in the shop are connected to the municipal sewer, which was subsequently confirmed via building blueprints and a dye test.



4.3.2 Previously Completed Environmental Site Assessments

No previously completed Phase I Environmental Site Assessments were provided for review.

4.4 Historical Use Information

4.4.1 Sanborn Fire Insurance Maps

Historical Sanborn Fire Insurance Maps were available through EDR, owners of the Sanborn Fire Insurance Map collection, and included years 1886, 1892, 1896, 1901, 1905, 1910, 1917, 1926, 1945, and 1969. A copy of the EDR Certified Sanborn Map Report is included in Appendix G and descriptions of each map reviewed are provided below.

1886-1892: The Property is depicted with a residential structure on the eastern portion and a residential structure on the western portion.

1896-1905: The residential structures remain, and a building is depicted across the northern portion of the Property and identified as “The Goshen Buggy Top Co.” noting carriage trimming and storage.

1910-1917: Structures at the Property are consistent with the prior maps; however, the north building is noted as storage and a secondhand store.

1926: Structures remain consistent with the prior maps; however, the north building is noted as a pharmacy and the east structure is labeled as “vulcanizing” indicating the structure has transitioned from residential to commercial/industrial use. Vulcanizing would refer to the hardening of rubber through treatment with sulfur.

1945: The former east building is no longer depicted, and a filling station is depicted on the southeast portion of the Property. A restaurant is depicted on the south-central portion, and the former west residence is labeled as an office. The north building appears consistent with prior maps and labeled as a pharmacy.

1969: A structure is depicted on the east-central portion of the Property and identified as a filling station. A structure is depicted on the western portion of the Property and identified as a restaurant. The building formerly located along the northern portion of the Property is no longer depicted.

4.4.2 Aerial Photographs

Aerial photographs of the Property were available through EDR and included years 1939, 1952, 1957, 1965, 1973, 1981, 1986, 1992, 1998, 1999, 2005, 2008, 2012 and 2016. A 1977 aerial photograph was available for review at the Elkhart County Surveyor’s Office and a 2019 aerial photograph was available through the Elkhart County Geographic Information System (GIS) (elkhartin.elevatemaps.io). Copies of the aerial photographs are provided as Appendix H and descriptions for each photograph reviewed are provided below.

1938-1965: Due to the scale and resolution of the photographs, specific Property features are difficult to discern. There appear to be structures at the Property consistent with the 1945 Sanborn Map.

1973: There appears to be two structures at the Property consistent with those depicted on the 1969 Sanborn Map.

1977: Generally consistent with the 1973 photograph, noting that there appear to be three suspect dispenser islands located on the far eastern portion of the Property.

1981: Generally consistent with the 1977 photograph.



1986: The prior east-central structure is gone, and the present-date structure is observed on the eastern portion of the Property. The structure remains on the western portion of the Property.
1992-2019: The Property appears generally consistent with the 1986 aerial photograph.

4.4.3 Ownership History

The Property is currently owned by Tri-State Property Management, Inc. Ownership records for the parcels was reviewed at the Elkhart County Recorder’s Office and is presented below.

20-11-09-414-029.000-015

Owner	Date of Acquisition
Tri-State Property Management, Inc.	July 26, 2001
Franklin D. Oyer Trust	July 29, 1997
Franklin D. Oyer	March 9, 1984
Colonial Oil Co., Inc.	September 1, 1970
R&R Corp.	April 8, 1965
House of Harter	April 1, 1947
Arthur & Frances Harter	October 2, 1939
Wilma & George Neiderauer	July 14, 1926
Welcome E. Whitaker	Prior to 1919

20-11-09-414-030.000-015

Owner	Date of Acquisition
Tri-State Property Management, Inc.	July 26, 2001
Franklin D. Oyer Trust	July 29, 1997
Franklin D. Oyer	March 9, 1984
Colonial Oil Co., Inc.	January 19, 1982
Carol Joyce Hirschy	October 10, 1963
Clarinda Kramer	November 21, 1949
Mayme DeGanges	September 28, 1944
Anna R. Drake	Prior to 1919

4.4.4 City Directories

City Directory listings were reviewed at the Goshen Public Library. Years reviewed were 2020 through 1912 (generally 5-year increments when available) and listings are presented below.

Directory Year	Listed Occupant - Address
2019-2005	D&T Automotive Repair – 233 S. Main St. 113 W. Jefferson St. not listed
2000	Tri-State Management – 233 S. Main St. 113 W. Jefferson St. not listed
1995	Care Muffler & Brake – 233 S. Main St. Homestyle Café - 113 W. Jefferson St.
1990-1985	Quality Muffler & Brake – 233 S. Main St. Homestyle Café - 113 W. Jefferson St.
1980-1970	Colonial Oil Co. (gas station) – 233 S. Main St.



	Homestyle Café - 113 W. Jefferson St.
1965-1960	House of Harter (sporting goods) – 231 S. Main St. Colonial Oil Co. (gas station) – 233 S. Main St. Lunchroom Restaurant - 113 W. Jefferson St.
1955	House of Harter (sporting goods) – 231 S. Main St. Colonial Oil Co. (gas station) – 233 S. Main St. William Brown Restaurant - 113 W. Jefferson St.
1948-1941	House of Harter (sporting goods) – 231 S. Main St. Colonial Oil Co. (gas station) – 233 S. Main St. Red Top Sandwich Shop - 111 W. Jefferson St. John Prough Insurance – 113 W. Jefferson St. Vallance Radio Service – 113 W. Jefferson St.
1937	New City Drug Store – 231 S. Main St. Holderman Tire Shop – 235 S. Main St. Prough Insurance Agency - 111 W. Jefferson St. Cupid Lunch – 113 W. Jefferson St.
1933	Residence – 231 S. Main St. Holderman Tire Shop – 235 S. Main St. Kewpee Restaurant – 113 W. Jefferson St.
1927	Residence – 231 S. Main St. Holderman Tire Shop – 235 S. Main St. No listings for Jefferson St. addresses
1912	Rossell Secondhand Store – 231 S. Main St. Residence – 235 S. Main St. Millers Blacksmith Shop – 109 W. Jefferson St.

4.4.5 Other Records of Historical Use

No other historical records were reviewed.

4.5 Historical Use Information on Adjoining Properties

4.5.1 Sanborn Fire Insurance Maps

Sanborn Fire Insurance Maps were available for the area surrounding the Property and are discussed below:

1886-1896: Residential structures are depicted on adjoining properties to the north and west. The Thomas & Albright’s Machine Shop and Foundry is depicted to the east beyond S. Main Street. A lumber yard is depicted to the south beyond W. Jefferson Street. A grocery store is adjoining to the north on the 1896 map.

1901-1910: Residential structures remain adjoining to the west. The north adjoining building is a portion of The Goshen Buggy Top Co. that occupies the Property. The Thomas & Albright’s Machine Shop and Foundry remains to the east. The adjoining property to the south is vacant, and to the southeast is a blacksmith and painting shop.

1917: The west adjoining property is identified as a steam laundry and the north adjoining is a wallpaper store. Properties to the south are residential, vacant, and a office/greenhouse. To the east is a warehouse and parking garage. A filling station is depicted to the south on the 1926 map.

1945-1969: The east adjoining property remains a steam laundry and the north adjoining remains



identified as a wallpaper store. Auto service and a filling station are to the south and a filling station is to the southeast. A parking structure and restaurant are identified to the east.

4.5.2 Aerial Photographs

Aerial photographs of the area surrounding the Property show commercial development along S. Main Street and the intersection with W. Jefferson Street that is generally consistent with present-date conditions and typical of downtown business areas.

5.0 SITE RECONNAISSANCE

5.1 Methodology and Limiting Conditions

The Property and area reconnaissance efforts were conducted on February 4, 2021 by James Bennett of HERON. Mr. Bennett was unaccompanied during the reconnaissance effort.

Photographs taken by Mr. Bennett document the interior and exterior conditions observed at the Property at the time of the reconnaissance and are provided in Appendix I. Adjoining properties were also observed from the Property boundaries, or by accessible public rights-of-way or other public areas. Heavy snow cover at the time of the reconnaissance prevented direct observation of the exterior ground surface, which may have prevented observation of areas of staining or evidence of the presence of underground storage tanks or other subsurface features.

5.2 General Site Setting

5.2.1 Current Use of the Property

The Property is currently unoccupied and vacant.

5.2.2 Past Uses of the Property

The existing building at the Property was constructed in 1984 and was occupied by D&T Muffler and Brake from circa 2001 through 2019. Prior occupancy included Care Muffler & Brake and Quality Muffler & Brake dating to circa 1984. A gasoline station owned/operated by Colonial Oil Co. occupied the east-central portion of the Property from at least 1941 to 1983. A building formerly situated on the western portion of the Property, and demolished in early 2020, was most recently occupied by a non-profit bicycle shop from circa 2013 to 2018. Prior to the bicycle shop the building was reportedly vacant dating to at least 2001 and was historically occupied by a café/restaurant from at least the 1930s to late 1990s. Prior to the gasoline station, a building was situated on the southeastern portion of the Property and was occupied by a tire shop in the 1920s and 1930s. A building historically situated on the northern portion of the Property, which was demolished in the late 1960s, was occupied by House of Harter, a sporting goods store, from at least the 1940s to the 1960s. This building was reportedly occupied by a pharmacy in the 1920s and 1930s, and the Goshen Buggy Top Co. from the late 1890s through the 1910s. The Property appears to have also been used for residential purposes from at least the late 1800s through the 1910s.

5.2.3 Adjoining Properties and Surrounding Area

The Property is in an area of mixed commercial and residential use. The Property is bounded to the



east by S. Main Street, the south by W. Jefferson Street, and the west by an unnamed alleyway. Adjoining to the north is a building occupied by Digital Hill Web Design. Beyond S. Main Street to the east is the Goshen Chamber of Commerce and to the southeast is Day La Sol Spa. Beyond W. Jefferson Street to the south are a Verizon store and Hoffman Bros. Auto Parts. Beyond the alleyway to the west is Treasure Hounds resale shop.

5.2.4 Physical Setting

The Property is within the incorporated area of the City of Goshen, situated in the downtown government and business district of the City. Utilities, including electric, natural gas, and telecommunications are available to the area and are present overhead and underground along roads, with lateral service connections to area structures. Municipal water and sewer services are also available. The Property and adjoining properties are shown on Figure 2 in Appendix A.

5.2.5 Property Improvements

The Property is currently improved with a commercial building situated on the eastern portion of the Property. The building was reportedly constructed in 1984, is slab on-grade, masonry block and steel frame construction, totaling approximately 3,350-square feet. The Property is accessed via ingress/egress from W. Jefferson Street adjoining to the south. Approximately 1,200-square feet of paving is present at the south exterior of the building. The remaining western portion of the Property is currently unimproved, and gravel covered. A building was formerly situated on the far western portion of the Property, was reportedly slab on-grade, wood frame construction, totaling approximately 1,000-square feet and was demolished in early 2020. Copies of the Elkhart County Assessor's Office Property Record Cards are provided in Appendix B.

5.2.6 Potable Water Supply

Potable water supply is provided via municipal service, with service connection reportedly dating to building construction.

5.2.7 Sewage Disposal System

Sewage disposal is reportedly to the municipal sanitary sewer system.

5.3 Interior and Exterior Observations

5.3.1 Hazardous Substances and Petroleum Products

Six 55-gallon drums and two 30-gallon drums of unknown liquids/wastes were observed in the service garage area of the building. During D&T Muffler and Brake operations, waste oil was reportedly burned in an on-site oil burner. A remnant in-ground hydraulic lift system was observed in the service garage area of the building. It appears that two cylinders associated with the system have been removed and the cylinder casings filled with concrete; however, the system controls, piping, and subsurface reservoir tank appear to remain in-place.

5.3.2 Storage Tanks

There are no aboveground storage tanks at the Property. There was no evidence of the current or



historical presence of USTs at the Property, as would be typically identified by dispensers, fill ports or vent pipes.

5.3.3 Odors

There were no unusual odors detected during the reconnaissance.

5.3.4 PCBs

Electrical service is present via overhead transmission lines along the western property boundary with service to the building via lateral overhead connection at the northwest exterior of the building. There were no electrical transformers or other suspect PCB-containing equipment observed at the Property.

5.3.5 Heating & Cooling

Heating equipment at the Property consists of a natural gas forced-air furnace and radiant heating units. There are no significant environmental impacts typically associated with the use of natural gas. A waste oil burner was reportedly formerly used to heat the service garage area of the building but is no longer present.

Observed cooling equipment was limited to an air conditioner for an office area in the southeastern portion of the building with no related chemical treatment.

5.3.6 Stains or Corrosion

Significant oily surficial staining/oily residue was observed on the concrete floor and in a trench-style floor drain at the location of the 55-gallon drums in the service garage, as well as on the concrete floor within a storage room in the northeastern portion of the building. Staining was also observed on the ground surface outside a door at the northwest exterior of the building.

5.3.7 Drains and Sumps

A trench-style floor drain is in the service garage area in the western portion of the building and, according to county health department records, discharges to the municipal sanitary sewer system. However, the drain did not appear to be maintained in good condition, was significantly stained with oily residue, and the integrity is unknown.

5.3.8 Pits, Ponds, or Lagoons

There were no pits, ponds or lagoons observed at the Property.

5.3.9 Stressed Vegetation

No areas of stressed vegetation were observed during the reconnaissance.

5.3.10 Solid Waste

Solid wastes are disposed to a dumpster that was observed on the western portion of the Property.



There was no evidence of dumping or burying of waste observed at the Property.

5.3.11 Wastewater

Wastewater associated with the floor drain in the service area and sanitary wastewater reportedly discharge to the municipal sanitary system.

5.3.12 Wells

There were no potable water wells observed at the Property and no records of historical potable wells were identified. Groundwater monitoring wells associated with investigative actions for a west adjoining property were formerly located on the south-central portion of the Property and reportedly abandoned in 2020. Due to snow cover at the Property, the presence and/or absence of the groundwater wells could not be confirmed.

5.3.13 Septic Systems

There is no record of septic systems at the Property and all sanitary wastewater discharges are reportedly to the municipal sewer system.

6.0 INTERVIEWS

6.1 Interview with Property Owner

Mr. Aaron Stoffer, current owner of the Property, was interviewed via telephone on February 18, 2021. Mr. Stoffer has been affiliated with the owner or operator of the Property since the 1990s. His grandfather, Mr. Glenn Hamilton, occupied the Property operating as Care Muffler & Brake in the 1990s, prior to purchasing the Property in 2001 and leasing it to D&T Muffler and Brake. Mr. Stoffer was aware of the historical operation of a gasoline station at the Property but stated that those operations had ceased long before his family's association with the Property began. Mr. Stoffer provided documentation concerning the removal of one UST at the Property but is unaware of the presence of any other USTs associated with the historical gasoline station operations. He also stated that the hydraulic lift had been taken out of service prior to their association with the Property. Mr. Stoffer was not aware of the existence of the monitoring wells reportedly formerly located at the Property related to the west adjoining historical drycleaner investigation actions. He was not aware of any spills, releases, or environmental conditions at the Property.

6.2 Interview with Site Manager

Refer to Section 6.1.

6.3 Interview with Site Occupant

Mr. Dave Porter, representative for the former occupant D&T Muffler and Brake was interviewed via telephone on February 18, 2021. Mr. Porter was not aware of any spills or releases of hazardous materials or petroleum products during his occupancy from 2001 through 2019. He stated that liquids were sometimes spilled into the floor drain, which discharged to the sanitary sewer; however, waste oil was burned on-site in an oil-burner heater. Waste antifreeze was reportedly picked up as needed by Safety Kleen. He stated that he did not use a parts washer, but that brake cleaner was contained in a pan and



disposed to the oil burner as needed. Mr. Porter was aware that borings had been completed at the Property related to the adjoining historical drycleaner but was not aware of any other information concerning the investigative activities or groundwater monitoring at the Property.

6.4 Interview with Local Government Official

HERON contacted the Elkhart County Health Department regarding available records for the Property, which are discussed in Section 4.3.1.

6.5 Interview with Others

No other interviews were conducted as part of the current Phase I Environmental Site Assessment effort.

7.0 EVALUATION

7.1 Findings

The Property is currently unoccupied and vacant. The existing building at the Property was occupied by D&T Muffler and Brake from circa 2001 through 2019. Prior occupancy included Care Muffler & Brake and Quality Muffler & Brake dating to circa 1984. A gasoline station owned/operated by Colonial Oil Co. occupied the east-central portion of the Property from at least 1941 to 1983. The building formerly situated on the western portion of the Property and demolished in early 2020 was most recently occupied by a non-profit bicycle shop from circa 2013 to 2018. Prior to the bicycle shop the building was reportedly vacant dating to at least 2001 and was historically occupied by a café/restaurant from at least the 1930s to late 1990s. Prior to the gasoline station, a building was situated on the southeastern portion of the Property and reportedly occupied by a tire shop in the 1920s and 1930s. A building historically situated on the northern portion of the Property, which was demolished in the late 1960s, was occupied by House of Harter, a sporting goods store, from at least the 1940s to the 1960s. This building was reportedly occupied by a pharmacy in the 1920s and 1930s, and the Goshen Buggy Top Co. from the late 1890s through the 1910s. The Property appears to have also been used for residential purposes from at least the late 1800s through the 1910s.

An Indiana Department of Environmental Management (IDEM) Notification for Underground Storage Tanks (USTs) dated April 1986 lists United (Colonial) at 233 S. Main Street as the location of USTs owned by R.I. Marketing, Inc. of Indianapolis, Indiana. The form lists four USTs; two being 8,000-gallon capacity storing gasoline, one 6,000-gallon storing gasoline, and one 3,000-gallon storing kerosene. The USTs are noted as painted steel with no internal protection, having been installed prior to 1966 and last used in October 1983. The USTs are noted as filled with inert material indicating the tanks were not removed from the ground at that time. No other documents concerning the USTs was available for review from the IDEM Virtual File Cabinet (VFC). The only related documents provided by the owner were a laboratory analytical report, dated September 1990, listing three soil samples analyzed for petroleum hydrocarbons (quantitated as #2 Fuel Oil), and resulting in no detectable concentrations above 10 parts per million. Two photographs accompanying the laboratory report note a 3,000-gallon tank removed September 6, 1990 from 233 S. Main Street. No other information was available concerning the specific location from which the UST was removed or where the samples were collected, or regarding the other three USTs that were reportedly operated at the Property. Based on a review of available aerial photographs, there appears to have been three dispenser islands on the far eastern portion of the Property, which may indicate that the USTs, if remaining in-place, are located beneath the existing building.



Six 55-gallon drums and two 30-gallon drums of unknown liquids/wastes were observed in the service garage area of the building. Significant oily surficial staining/oily residue was observed on the concrete floor and in a trench-style floor drain at the location of the drums, as well as on the concrete floor within a storage room in the northeastern portion of the building. Staining was also observed on the ground surface outside a door at the northwest exterior of the building. A remnant in-ground hydraulic lift system was observed in the service garage area of the building. It appears that two cylinders associated with the system have been removed and the cylinder casings filled with concrete; however, the system controls, piping, and subsurface reservoir tank appear to remain in-place. The trench-style floor drain in the garage area reportedly discharges to the municipal sanitary sewer system. However, the drain did not appear to be maintained in good condition, was significantly stained with oily residue, and the integrity is unknown.

Regarding potential for off-site environmental concerns for the Property, adjacent properties to the southeast and south have been the subject of environmental investigations related to former gasoline stations/USTs, have subsequently received No Further Action (NFA) determinations, and are subject to activity and use limitations (AULs); however, there is no evidence that related contaminants have migrated to the Property. The Former Eagle Uniform Facility, adjacent to the west of the Property, has been the subject of investigative and remedial actions since at least 2012 in response to tetrachloroethylene (PCE) contamination related to historical dry-cleaning operations and received a NFA determination on June 23, 2020. A January 2019 Remediation Completion Report (RCR) revealed that monitor wells MW-11 were previously installed on the south-central portion of Property and routinely monitored, having been reportedly properly abandoned in July 2020 in response to the NFA letter. The RCR shows the source of the PCE contamination being less than 100-feet west of the Property boundary; however, groundwater flows west-northwesterly away from the Property, with the PCE plume generally impacting properties further west. Depth to groundwater at the Property and site has been shown to be between 15 and 20 feet below ground surface. Analytical results for groundwater samples collected from MW-11 at the Property, collected quarterly from September 2013 through June 2018 did not report volatile organic compounds (VOCs) above the laboratory detection limits except for PCE in September and December 2015 at concentrations of 0.38 and 0.48 micrograms per liter (ug/l), respectively, well below the applicable IDEM Remediation Closure Guide Screening level of 5.0 ug/l.

The federal and state environmental records review did not identify any other adjoining or off-site properties for which releases, or threatened releases were considered a significant environmental threat to the Property based on: 1) location; 2) topography; 3) the absence of any documented or observed release conditions, and 4) the regulatory status of existing or previously reported releases.

Heavy snow cover at the time of the reconnaissance prevented direct observation of the exterior ground surface, which may have prevented observation of areas of staining or evidence of the presence of underground storage tanks or other subsurface features. There were no other limiting conditions, significant data gaps or deviations during the completion of this assessment.

7.2 Opinion

It is HERON's opinion that the historical gasoline station operations; in-ground remnant hydraulic lift equipment; and improper storage and disposal of petroleum and/or hazardous materials and related wastes are Recognized Environmental Conditions (RECs). No historical-RECs (HRECs) or controlled-RECs (CRECs) were identified in connection with the Property. Further assessment would be needed to verify the presence or absence of the historical USTs and to determine if the historical gasoline station and automotive repair operations have adversely impacted the subsurface environment at the



Property. If petroleum and/or hazardous materials releases have occurred beneath the building, a potential for a vapor encroachment condition (VEC) also exists.

7.3 Conclusions

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527 of 233 S. Main Street and 117 W. Jefferson Street, in Goshen, Indiana. Any exceptions or deletions from this practice are described in Section 7.4 of this report.

In conclusion, this Phase I Environmental Site Assessment has revealed the following Recognized Environmental Conditions (RECs) in connection with the Property:


- A gasoline station operated at the Property from at least the 1940s through 1983. Limited closure documentation was only available for one UST associated with the station, and evidence suggests that three other USTs may remain in-place beneath the existing building, for which no assessment has been performed for verification that the historical operation of the USTs did not result in any spills or releases to the subsurface environment.
- A remnant in-ground hydraulic lift system was observed in the service garage area of the building and the system controls, piping, and subsurface reservoir tank appear to remain in-place. The potential exists for hydraulic oil remaining in the system to leak into the subsurface environment.
- Several 55-gallon drums of unknown liquids/wastes were observed in the service garage area of the building with significant oily surficial staining/oily residue observed on the concrete floor around the drums and in a trench-style floor drain beneath the drums. Significant staining was also observed on the concrete floor within a storage room in the northeastern portion of the building and on the ground surface outside a door at the northwest exterior of the building. The residue/staining and potential spillage to the floor drain is evidence of improper storage and disposal of such materials. The trench-style floor drain in the garage area reportedly discharges to the municipal sanitary sewer system; however, the drain did not appear to be maintained in good condition and the integrity is unknown.

7.4 Data Gaps & Deviations

There were no significant data gaps or deviations during the completion of this assessment.

7.5 Statement & Signature of Environmental Professional

"I declare that, to the best of my professional knowledge and belief, I meet the definition of environmental professional as defined in §312.10 of 40 CFR § 312 and I have the specific qualifications based on education, training and experience to assess a property of the nature, history and setting of the subject Property. I have developed and performed the all the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."


James Bennett

8.0 Non-Scope SERVICES

No other additional services were requested in association with this Phase I Environmental Site Assessment. We note that suspect asbestos-containing building materials (ACBMs) (i.e., floor tile, ceiling panels, etc.) were observed. If building renovation or demolition is planned an asbestos inspection may be required to be performed by a licensed inspector for proper identification and, if necessary, abatement.

9.0 REFERENCES

ASTM International, Designation: E1527-13 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process";

The EDR Radius Map Report with GeoCheck, as provided by Environmental Data Resources (EDR), Milford, CT;

Certified Sanborn Map Report, as provided by Environmental Data Resources (EDR), Milford, CT;

The EDR Aerial Photo Decade Package, as provided by Environmental Data Resources (EDR), Milford, CT;



APPENDICES

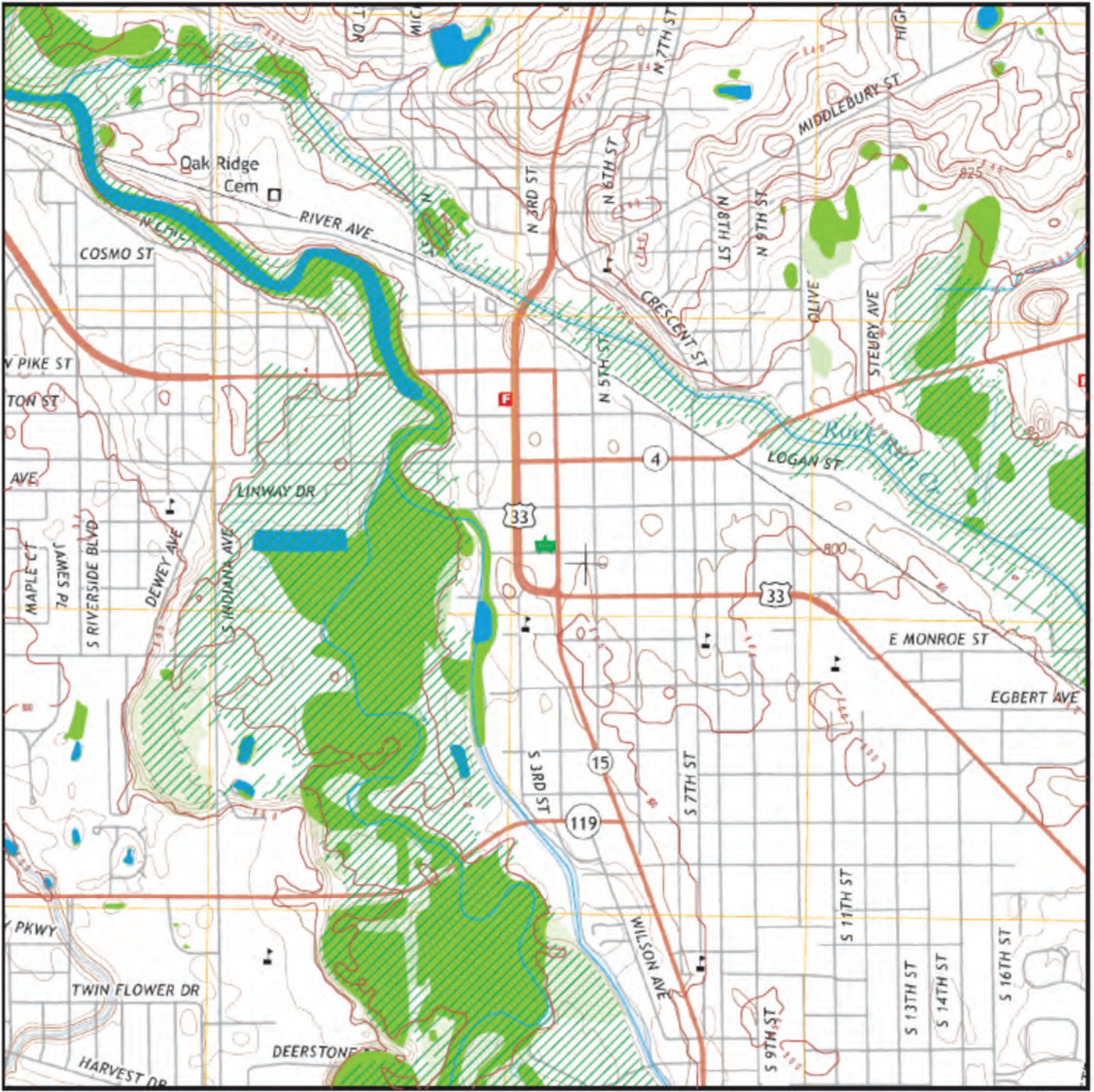
- APPENDIX A Figures
- APPENDIX B Property Records
- APPENDIX C User Questionnaires
- APPENDIX D Environmental Database Report
- APPENDIX E Regulatory Database Records - Indiana Department of Environmental Management
- APPENDIX F Regulatory Database Records - Elkhart County Health Department
- APPENDIX G Sanborn Map Report
- APPENDIX H Aerial Photographs
- APPENDIX I Property Photographs
- APPENDIX J Qualifications of Environmental Professional




APPENDIX A

FIGURES






N Target Property

	<p>FIGURE 1 TOPOGRAPHIC LOCATION Commercial Property 233 S. Main Street & 117 W. Jefferson Street Goshen, Indiana</p>	
<p>Heron Project: 21-0505</p>	<p>Source: EDR, Inc. USGS Topographic Map: 2013 Elkhart, IN</p>	<p>Approximate Scale: 1" = 1,500' Prepared: Feb. 2021 By: JRB</p>



 Approximate Property Parcel Boundaries

	<p>FIGURE 2 PROPERTY DETAIL Commercial Property 233 S. Main Street & 117 W. Jefferson Street Goshen, Indiana</p>	
<p>Heron Project: 21-0505</p>	<p>Source: Google Earth 2017 Aerial Photograph</p>	<p>Approximate Scale: 1" = 70' Prepared: Feb. 2021 By: JRB</p>



**Department of Community Development
CITY OF GOSHEN**

204 East Jefferson Street, Suite 6 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626

communitydevelop@goshencity.com • www.goshenindiana.org

Memo

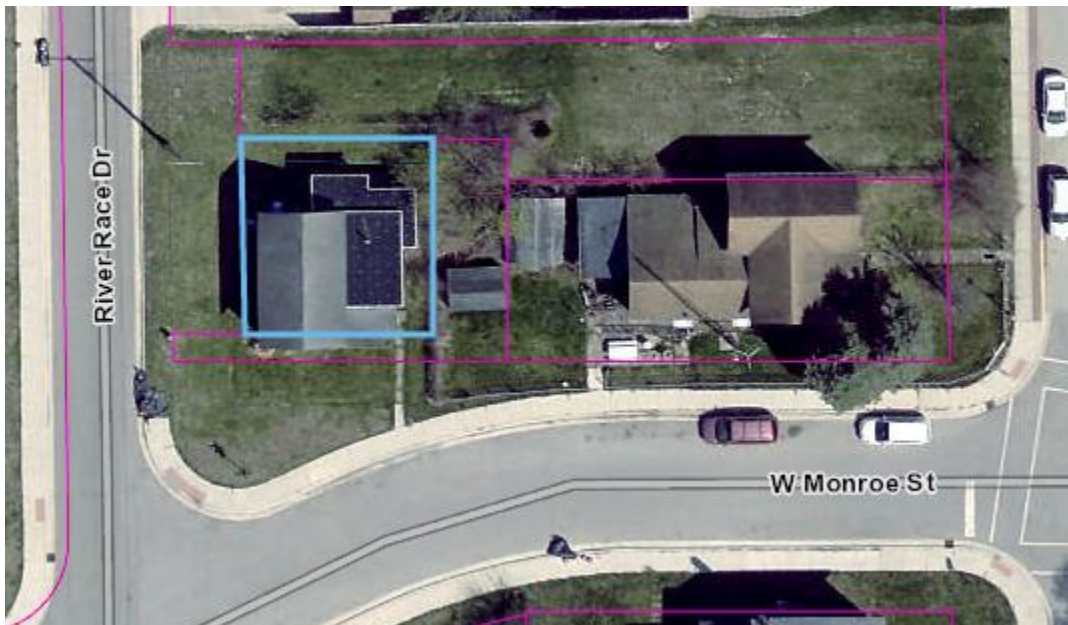
To: Goshen Redevelopment Commission

From: Mark Brinson

Subject: Potential sale of 209 W. Monroe

Date: April 2, 2021

The Redevelopment Commission acquired the single-family home located at 209 W. Monroe in 2006 for a purchase price of \$70,000. The 2020 assessed value was \$64,700. The property was originally purchased for right of way potentially needed for River Race Drive. River Race Drive has now been constructed and no additional right of way is needed.



Since the property was purchased, it has been used as a rental property. It currently generates \$835 per month in rental payments, with the tenant paying utility expenses.

The City has been contacted by the property manager because the current tenant has expressed interest in purchasing the property.

The only justification for keeping this property, is if the Commission is interested in continuing to purchase properties on this block with the goal of offering a larger parcel for redevelopment. Three additional properties would have to be purchased at a cost of \$286,000, based on current assessed values.



If the Commission is interested in offering this property for sale, the next step would be to order appraisals and prepare the Request for Proposals. The existing tenant would have to submit a proposal in the same manner as anyone else interested in purchasing the property.



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

**RE: VAULT ASSESSMENT & POTENTIAL CLOSURE ASSISTANCE
(JN: 2012-0043)**

Date: March 3, 2021

With the 2020 vault assessment complete, all known vaults in the downtown have had their condition rated in Group A, B or C. For those in Group B and C, follow-up is needed. For those that fell outside the group designation, the Goshen Building Department will be following up with the property owners in the near future to assist them with next steps. For vaults in Group C, repairs are needed or the vaults should be closed. If a decision to close a vault is made, the question to be answered is whether the Goshen Redevelopment Commission can offer another vault assistance closure program.

As a reminder, the vault closure program ran from 2012 through 2017, and the following process was followed.

1. The property owner acknowledges the problem,
2. The property owner states their intent to close the vault,
3. The property owner hires an engineer or architect to design a foundation wall to isolate their building from the vault,
4. The property owner completes a form requesting vault closure assistance and pays their participation cost,
5. The property owner removes stored materials and miscellaneous debris from the vault space,
6. The property owner hires a contractor to construct a foundation wall(s),
7. The property owner hires a contractor to relocate utilities within the vault to the building's interior,
8. The owner's contractor pulls a building permit,
9. The owner's contractor builds the foundation wall(s),
10. The City hires a contractor to remove the vault deck, fill vaults, and restore the sidewalk. Historically, this work was hired out in closure groups, but did allow for straggling closures.
 - a. The contractor removes the vault deck and disposes of the debris,
 - b. The contractor fills the vault with suitable backfill, and
 - c. The contractor restores the sidewalk.

Items highlighted in yellow are process steps that Goshen Redevelopment has participated in historically at the level shown in Table 1.

Table 1

<i>Item</i>	<i>Property/Business Owner</i>	<i>City</i>
Design of Foundation Wall	100%	0%
Construction of Foundation Wall	100%	0%
Relocation of Utilities	100%	0%
Backfill Material for the Vault	0%	100%
Sidewalk Removal & Replacement	50%	50%

A summary of participating vault closure expenses from past years is in Table 2.

Table 2

<u>Name</u>	<u>Address</u>	<u>Resident Paid</u>	<u>City Paid</u>	<u>Total Paid</u>	<u>Finished Y or N</u>
Bob McCoige	106 N. Main Street	\$931.50	\$2,586.50	\$3,518.00	Y
John Hall's True Value	209 S. Main Street	\$89.91	\$450.91	\$493.14	Y
Schrock, Mervin	110 E. Lincoln Avenue	\$224.77	\$868.27	\$1,093.04	Y
Dew Drop Inn	227 S. Main Street	\$879.66	\$2,807.16	\$3,686.82	Y
Cuauhtemoc Perez	218 N. Main Street	\$224.27	\$1,075.28	\$1,299.55	Y
1st Source Bank	101 S. Main Street	\$78.98	\$468.97	\$547.95	Y
Davis, John	115 1/2 S. Main Street	\$107.94	\$677.93	\$785.87	Y
Gutierrez Mexican Bakery	122 S. Main Street	\$396.90	\$1,416.90	\$1,813.80	Y
Sorg Jewelers	120 S. Main Street	\$911.25	\$1,671.25	\$2,582.50	Y
Jan's Sport Cards/Rep. HQ	113 E. Lincoln	\$-	\$4,340.37	\$4,340.37	Y
Shutterhugs	132 S. Main Street	Invoice EID \$1000	\$2,181.82	\$3,168.63	Y
Robert Burt	114, 112, 110 & 108 E. Washington Street	\$330.79 Invoiced EID \$2289.04	\$5,618.07	\$7,931.82	Y
The Window	221 S. Main Street	All	\$-		Y
Robert Burt	202 S. Main Street	\$279.00	\$1,557.75	\$1,836.75	Y
TOTALS -		\$7,465.01	\$25,721.18	\$33,098.24	

Because the jurisdiction for Main Street was transferred from INDOT to the City, and Goshen has invested in Main Street with pavement and sidewalk replacement at no cost to property owners, Goshen Engineering suggests the Redevelopment Commission consider covering one-hundred percent of the cost for backfill of the vault space, sidewalk removal, and sidewalk replacement. This recommendation is for the vaults that extend within the public right of way.

The potential cost commitment associated with the recommended vault closures, nine (9) vaults within the right of way are identified as Group C, needing to be filled, and ten (10) vaults are identified as

Vault Assessment & Potential Closure Assistance

March 3, 2021

Page 3

needing to be repaired or filled. The potential financial liability by assigning a participation cost of \$5,000 per site is around \$100,000.

For this round of vault closures to be effective, the Goshen Building Department will need legal guidance and/or supporting legislation that can be used to encourage property owners to eliminate the liability from the right of way.

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 **March 10, 2021 through April 8, 2021** and finds that entries are allowed in the total amount of **\$29,934.87**

APPROVED on April 13, 2021

Vince Turner, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 03/10/21 through 04/08/21

Invoice Date	Payee	Description	Claim #	Line Number	Amount
3/10/2021	American Structurepoint, Inc. (03093)	College Avenue Reconstruction	1873	473-560-00-431.0502	\$1,636.60
3/10/2021	Bank of New York Mellon Trust Company, NA (053)	Paying Agent Fee	1874	324-560-00-438.0300	\$750.00
3/10/2021	Elan Corporate Payment Systems	Cleaning Supplies	1872	406-560-00-429.0002	\$21.34
4/7/2021	City of Goshen Utilities	2601 Woodland Drive	1878	406-560-00-431.0502	\$25.57
4/7/2021	Amazon Capital Services	Office Supplies	1885	406-560-00-429.0002	\$9.59
4/7/2021	American Structurepoint, Inc. (03093)	Professional Services - Colliege Avenue Reconstructio	1881	473-560-00-431.0502	\$1,094.09
4/7/2021	Barkes, Kolbus, Rife & Shuler, LLP (00311)	Legal Services for April 1, 2021 through April 30, 2021	1877	406-560-00-431.0502	\$4,399.00
4/7/2021	Barkes, Kolbus, Rife & Shuler, LLP (00311)	Professional - Madison Street Ejectment	1877	480-560-00-439.0930	\$615.85
4/7/2021	Elko Title Corporation (04462)	Search Certificate for Leins of Record - 2601 Woodland	1884	406-560-00-431.0502	\$175.00
4/7/2021	Elko Title Corporation (04462)	Title Search - 65736 State Road 15	1884	473-560-00-439.0930	\$50.00
4/7/2021	John Hall's True Value Hardware (00081)	Pad Lock - Building on Plymouth Ave	1879	480-560-00-439.0930	\$15.49
4/7/2021	Jones Petrie Rafinski Corp. (00463)	Traffic Analysis and Report	1880	480-560-00-439.0930	\$2,285.00
4/7/2021	Lochmueller Group(09835)	Professional Services - Kercher Road Phase 1	1883	473-560-00-431.0502	\$655.91
4/7/2021	Lochmueller Group(09835)	Professional Services - Kercher Road Phase 2	1882	473-560-00-431.0502	\$8,705.48
4/7/2021	NIPSCO (00014)	2601 Woodland Ave	1876	406-560-00-435.0101	\$131.50
4/7/2021	NIPSCO (00014)	2601 Woodland Ave	1876	406-560-00-435.0201	\$88.75
4/7/2021	Rebecca Hutsell (10238)	Clothing Allowance	1875	406-560-00-413.0701	\$100.00
4/8/2021	Grainger	Bollards Covers for Waterford Mills Parkway	1886	473-560-00-439.0930	\$175.70
Total:					\$20,934.87



April 2021 Redevelopment Staff Report

PROJECT: 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

Here is the updated schedule for the implementation of the Quiet Zone:

- Spring 2021 – Installation of signs and delineators at the railroad crossings.
- Summer 2021– Traffic counts to be done at each of the railroad crossings.
- Fall 2021 – Madison Street will have flasher and gates installed which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project. INDOT is improving the crossing as a part of the Crossing Safety Improvement funds. The project is expected to be completed in 2021.
- Fall 2021 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- Fall/Winter 2021 – Railroad Quiet Zone is anticipated to be “in-service”.

The City met with the Federal Railroad Administration (FRA) and INDOT at the end of July 2019 to review the plans implementation status and finalize the proposed changes. An addendum to the Notice of Intent with the proposed changes have been submitted to FRA, INDOT, and Norfolk and Southern for comment.

A review of the Madison Street railroad crossing occurred with INDOT and Norfolk Southern (NS) on February 19, 2020. NS noted the design would take 12 to 18 months to complete, but that timeline was established before COVID. The City anticipates beginning the installation of the center dividers in 2021.

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project has grown out of the recent improvements along the Lincoln Avenue and Steury Avenue corridor with the expansion of GDC, Lions Head, the Goshen Street Department, Goshen Police Department’s Training facility and the Goshen Central Garage. This corridor no longer supports the additional vehicle loads and has been chip and sealed to extend the service life of the current pavement. The intersection of Steury Avenue and Lincoln has small turning radiuses, which causes semi-traffic serving the corridor to make wide swings onto and off of Steury Avenue and Lincoln. Drainage is effectively non-existent along the roadway corridor and there are limited opportunities to improve the drainage without looking outside the corridor. In addition to the functionality of the roadway, the roadway’s appearance does not reflect the investment the adjoining companies have made on their properties. The overall plan is to reconstruct both roadways, adding turning lanes and improving intersections while also addressing utility needs.

PROJECT UPDATE

Phase I of the project has been completed which was construction of the pond at the old salvage yard. The next phase of the project will include new water main and storm sewer installation for both Lincoln Avenue from the creek to just past Troyer Carpets and Steury Avenue from Lincoln to the “S” curves. Delays in securing 708 E. Lincoln Avenue and relocating the tenants have pushed the project into 2021. The water main project, which is a Water Utility project, east of Steury Avenue, was completed in December 2020, with successful improvement of fire flow capability in East Goshen.. The plan is to bid the remaining work for East Lincoln and Steury Avenue in May to allow for 2021 construction. We are currently waiting on final permits and for NIPSCO electric to complete their pole relocation work.

PROJECT: KERCHER ROAD RETENTION AREA

PROJECT DESCRIPTION

Development of a plan for a stormwater retention area on the north side of Kercher Road, just east of the railroad tracks. This project will address some of the flooding problems in the Goshen Industrial Park

PROJECT UPDATE

All work has been completed on the first phase of this project. An easement needs to be acquired from Benteler, and then the project can be bid. Goshen Engineering continues to work towards bidding this project. Construction is planned for the spring of 2021.

PROJECT: PLYMOUTH AVENUE AREA STORMWATER PROJECT

PROJECT DESCRIPTION

The city owns an existing stormwater facility located on the south side of State Road 119 and east of Lighthouse Lane. This facility does not adequately address the stormwater issues in the area. The project will supplement existing public stormwater facilities by constructing additional interconnecting detention areas in partnership with the developer of The Crossing, a residential subdivision. The project will also include the extension of Lighthouse Lane to connect to The Crossing.

PROJECT UPDATE

The agreement negotiation with the Barak Group, LLC, ended without an agreement. Agreements are in place with the adjoining property owners to allow the drainage improvements to proceed. To avoid loss of the collected TIF funds, Civil City is partnering with the Redevelopment Commission to fund the stormwater design. The Stormwater Department will assist with some of the anticipated construction cost overrun up to \$200,000. The agreement with the design consultant has been completed, and the design is anticipated to be completed in April/May for bidding in May/June 2021. Construction is anticipated to occur in 2021.

PROJECT: FORMER WESTERN RUBBER SITE

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 the Plymouth Avenue.

PROJECT UPDATE

A Request for Proposals (RFP) was issued in February, 2020, with the initial round of proposals due March 10. No offers were received exceeding the fair market price of \$175,000. A second round of proposals was due April 14 and no proposals were received. The Commission has now met the legal requirements to negotiate a purchase agreement with a prospective buyer, without having to issue a new RFP.

PROJECT: MULTI-USE PAVILION AND ICE RINK

PROJECT DESCRIPTION

A market analysis/feasibility study was completed in October 2017 to evaluate the ice rink/multi-use pavilion project on the west side of the Millrace Canal and the results were favorable. The concept is to have a parks' department operated facility that will function year-round for programming and events. Public feedback was incorporated into the study and all interviewed community members are in support of the idea. The City has received a \$300,000 grant from the Regional Cities initiative and \$1,000,000 from the Elkhart County Community Foundation. Mayor Stutsman has received a \$1,000,000 anonymous private commitment and he continues to talk with other potential donors to fulfill the costs of the project. The Commission has pledged \$2,500,000 as part of the approval of our 5 Year Capital Plan.

PROJECT UPDATE

The Mayor has asked to place this project on hold until the financial impact of the COVID-19 virus can be determined. (See the update on the Madison Street Bridge Improvement for current activity in this area).

PROJECT: RIVER ART

PROJECT DESCRIPTION

An agreement has been executed with Insite Development to design and construct an upscale residential project along the millrace canal. The site is near the intersection of South Third Street and Jefferson Street.

The River Art development project will consist of an approximately 46-unit apartment building, the construction of 18 condominium/apartment units in the north half of the Hawks building and the creation of a new community park. The new apartments will be constructed on property previously offered for sale by the Goshen Redevelopment Commission. The development site also includes the north half of the Hawks building which is privately owned and will be acquired separately by the developer.

The developer plans to invest \$11 million on the construction of a modern architectural style building featuring high-quality rental apartments. Amenities include covered parking spaces for residents located under the apartment building, a common terrace shared by residents and private balconies for individual apartments.

An additional \$3.6 million would be invested in the complete redevelopment of the north half of the Hawks Building for the construction of condominiums. Plans also include the possibility of constructing a coffee shop and gallery space on the first floor of the Hawks building.

As an amenity to the two development projects, Insite is proposing to design and construct a small community park on the vacant lot north of the Hawks Building. The park would serve area residents including those at the Hawks and River Art and will feature landscaping, a walkways, benches, lighting and public art produced by local artists. The developer would donate the completed park to the City.

PROJECT UPDATE

A development agreement was executed on March 26, 2018, and closing was held on April 17, 2018 for the north half of the Hawks building. Work on the Hawks is nearing completion and they will be going through the Tech Review process for the apartment building over the next several months. It is anticipated that construction will not begin until later in 2021.

PROJECT: DOWNTOWN VAULT ASSESSMENT

PROJECT DESCRIPTION

Downtown vaults have been discussed for many years as a public safety concern. Since the incident in 2012, effort and resources have been committed to identify, assess, and eliminate vaults. Many vaults have removed, but there are approximately 26 vaults remaining. Work through the next steps, staff determined a vault assessment by a structural engineer was necessary. The Commission agreed to fund the assessment, and a contract was awarded to Clear Creek & Associates.

PROJECT UPDATE

The vault assessments are complete, and assessments have been forwarded to each property owner for consideration. There were two vaults deemed immediate concerns and there are other vaults that were identified as needing repairs or closure. A discussion regarding the next steps needs to take place.

PROJECT: EISENHOWER DRIVE RECONSTRUCTION

PROJECT DESCRIPTION

Eisenhower Drive North and South's pavement has been chip and sealed multiple times in the last ten years and is ready for reconstruction. Goshen Engineering has prepared bid documents for the full reconstruction of the pavement cross section.

PROJECT UPDATE

The project was in November 2020, and awarded in December to Phend and Brown. Construction is anticipated to begin in April or May of 2021.

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

The Redevelopment Commission issued an RFP for the Millrace Townhome site on River Race Drive and received two proposals. A committee was established to review both proposals and make a recommendation to the board. The committee, which included members of the Redevelopment Commission, the Mayor and City staff, recommended that the Commission select the proposal from Insite Development as the preferred project. The proposed project includes 16 town homes, ranging in size from 2,500 to 3,000 square feet. All homes would feature private garages, decks and courtyards. Total private investment is projected to be \$4.2 million, with construction being completed in 2020.

At the December Redevelopment meeting, the Commission authorized staff to negotiate a development agreement with Insite Development.

PROJECT UPDATE

The developer will be working with City staff over the next several months to modify the subdivision for this area. A pre-development meeting was held and a Major Change to the PUD has been approved by the Plan Commission. They have begun marketing the townhomes and hope to begin construction on the first unit this year once the subdivision process is complete.

PROJECT: COLLEGE AVE FROM US 33 TO RAILROAD XING

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10 foot multi-use path on the north side of College Ave from US 33 to the railroad crossing. The project is expected to be under construction in 2025.

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

American Structurepoint is currently working on the survey and utility data collection.

PROJECT: WATERFORD MILLS PARKWAY FROM SR 15 TO CR 40

PROJECT DESCRIPTION

The next phase of the Waterford Mills Parkway project will be to extend the road to the west and connect to CR 40, east of the existing bridge. The City of Goshen and Elkhart County will be working together to design and build this project, with the County taking the lead role.

PROJECT UPDATE

The County has prepared preliminary analysis of possible alignments, including a "no build" option. The County hired Lochmueller Group to conduct a traffic study, to further evaluate the options and prepared an interlocal agreement, which defined

the roles and responsibilities of both parties in the design and construction of this roadway. At this time, no action is triggered by the traffic study but will be amended if circumstances change with further development within the Southeast TIF.

PROJECT: DOWNTOWN RIVER DISTRICT REVITALIZATION PLAN

PROJECT DESCRIPTION

The Goshen Redevelopment Commission authorized the issuance of a Request for Proposals (RFP) to prepare a revitalization plan for the Downtown River District. The district is located in the downtown, from the Elkhart River east to Third Street and from Lincoln Avenue north to Pike Street. The revitalization plan will guide future public and private investments in the area, particularly several key redevelopments sites, which include the former County Jail site.

PROJECT UPDATE

In September, the Redevelopment Commission selected Jones Petrie Rafinski (JPR) to serve as the planning consultant for this project. The professional services contract has been executed and meetings with the Steering Committee. The first Stakeholder meeting was held on February 3rd and a second is planned for April 14th. A public survey will soon be distributed to the community to gather additional input. A copy of the survey will be sent to RDC members once available. JPR will be presenting the final plan to the Commission within the next few months.

PROJECT: MADISON STREET BRIDGE REPLACEMENT

PROJECT DESCRIPTION

The replacement of the Madison Street Bridge is necessary prior to the construction of the Multi-Use Pavilion, as it will be required to handle heavy truck traffic during construction of the pavilion. The project is planned for construction during the 2021 construction season and will cost an estimated \$610,000.

PROJECT UPDATE

On September 8, 2020, the Redevelopment Commission approved the issuance of a Request for Proposals (RFP) for design services. The design will include an evaluation of various bridge design alternatives prior to preparing full design and construction documents. Some scoping about the bridge design occurred in February, and DLZ is beginning the bridge design. The design for the replacement of the bridge is anticipated to be completed in April 2021, with bidding occurring in May.

PROJECT: SOUTH FIRE STATION STUDY

PROJECT DESCRIPTION

The Five-Year Capital Plan includes the construction of a new south fire station. There is \$200,000 allocated for design in 2020 and an additional \$2.5 million for construction in 2022. The new fire station will replace the College Avenue station and will improve overall response times for emergency services.

PROJECT UPDATE

Prior to the complete design of the new fire station, a study will be completed to develop a program of requirements and a final schematic design with cost estimates. These plans will serve to guide the development of architectural plans and construction documents. BKV Group was selected to conduct the study and City staff has held the first two planning meetings with them with another planned for April 15th.

PROJECT: WEST JEFFERSON STREETScape

PROJECT DESCRIPTION

The Five Year Capital Plan include the reconstruction of West Jefferson Street between Third Street and Main Street. The project will incorporate the use of brick pavers to address stormwater restrictions in this area. The project will also include the reconfiguration of parking, decorative street lighting, and street trees. The estimated cost of the project is \$500,000, plus and an additional cost of \$100,000 for design fees.

PROJECT UPDATE

The Commission approved the issuance of RFP for design of the street improvements but issuance was delayed until the RDC is able to acquire the property at 113 W Jefferson Street. A purchase agreement has been executed, the Phase I ESA has been completed and we'll be bringing a Phase II request to the Commission this month. Once acquisition of the property is complete, the RFP will be issued.

PROJECT: ELKHART COUNTY COURT COMPLEX

PROJECT DESCRIPTION

Elkhart County has selected a site located on Reliance Road to construct the new Court Complex. Due to the projected increase in traffic that will be generated by the new complex, several road improvements are required to increase capacity. Since this project is located in the River Race/US 33 TIF area, the Redevelopment Commission has pledged \$1.5 million in TIF revenue to fund the improvements. The County has pledged an additional \$500,000 to assist in paying for these improvements. This project will be designed and constructed through the City of Goshen and is expected to start construction in 2023.

PROJECT UPDATE

One of the first steps for this project is the completion of a traffic impact study for this area. The City and County are working together with JPR as the site design consultant. At the February RDC meeting, the RDC agreed to pay for the traffic study from the designated funds. Completion of the traffic study is anticipated in April 2021, which will then allow the project's construction cost estimates to be developed.

PROJECT: 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.

PROJECT UPDATE

Goshen Utilities is in negotiation of for the additional land purchase, but is working through the due diligence process to verify potential environmental concerns in the soil and groundwater. At the Board of Works meeting on March 1, 2021, agreements with Roberts Environmental and Peerless Midwest were approved to complete the due diligence process. It is the Utilities goal to close on the first part of the property purchase in June 2021.

PROJECT: FIDLER POND CONNECTOR PATH

PROJECT DESCRIPTION

This project will create a pedestrian path connecting the College Avenue path to Fidler Pond Park. The path will be constructed in two phases. Initially, the Oak Lane roadway will act as the pathway while the trail is constructed from the north end of the road to the park. Sharrows will be added to Oak Lane during Phase One and Phase Two will include reconstructing Oak Lane with curb and gutter and the installation of a separated pedestrian trail.

PROJECT UPDATE

Engineering has prepared preliminary drawing and engineers estimates for both phases. After the final alignment is determined a neighborhood meeting will be scheduled to receive comments. Final design may be completed in-house. If not, a RFP for design services will be issued. Construction is anticipated to occur in 2021 or 2022, depending on how quickly the alignment can be finalized.