



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF June 8, 2021**

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

The Goshen Redevelopment Commission will meet on June 8, 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. CHANGES TO THE AGENDA

3. APPROVAL OF MINUTES

4. OLD BUSINESS

Resolution 31-2021 – Approve Request to Order New Appraisals for Pike Street Properties

5. PUBLIC MEETING – Disposal of Real Estate at 209 West Monroe Street, 217 West Wilden Avenue & 620 E Douglas Street

6. NEW BUSINESS

Resolution 33-2021 – Approve Disposal of Real Estate at 209 West Monroe Street and Authorize Issuance of a Request for Proposals to Purchase Real Estate

Resolution 34-2021 – Approve Disposal of Real Estate at 217 West Wilden Avenue

Resolution 35-2021 – Approve Disposal of Real Estate at 620 East Douglas Street

Resolution 36-2021 – Ratify Execution of Agreement with Heron Environmental, LLC for Phase 2 Environmental Site Assessment (ESA) at 113 West Jefferson Street

Resolution 37-2021 – Development Agreement with Last Dance, LLC

Resolution 38-2021 – Approve Request to Authorize Execution of an Engagement Letter with BakerTilly for Advisory Services associated with the East College Avenue Development Bond

Resolution 39-2021 – Approve Request to Execute an Agreement with Heron Environmental, LLC for a Vapor Intrusion Assessment at 113 West Jefferson Street

7. CORRESPONDENCE

Letter from Ron Guth

8. APPROVAL OF REGISTER OF CLAIMS

9. MONTHLY REDEVELOPMENT STAFF REPORT

10. 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.

11. ANNOUNCEMENTS

Next Regular Meeting – July 13, 2021 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of May 11, 2021

The Goshen Redevelopment Commission met in a regular meeting on May 11, 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 Vince Turner. 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

APPROVAL OF MINUTES

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve the minutes of the April 13, 2021 regular meeting as amended and executive session.

A change in the meeting minutes to read: The meeting was called to order by President Vince Turner.

The motion was adopted unanimously.

OPEN PROPOSALS – 620 East Douglas Street

No proposals were received.

NEW BUSINESS

Resolution 24-2021 – Annual Determination of Excess Assessed Value in the Plymouth Allocation Area

(2:30) Larry Barkes, Commission Attorney, stated these resolutions are to determine if TIF revenue generated is an amount in excess of what is needed to do a project. If no excess is determined, pass resolution and if there is excess would have to identify what the excess is.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 24-2021.

The motion was adopted unanimously

Resolution 25-2021 – Annual Determination of Excess Assessed Value in the Southeast Allocation Area

(3:44) same as other resolution but for the Southeast allocation area.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 25-2021.

The motion was adopted unanimously.

Resolution 26-2021 – Annual Determination of Excess Assessed Value in the River Race/US 33 Allocation Area

(3:58) same as other resolutions but for the River Race/US33 allocation area

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 26-2021.

The motion was adopted unanimously.

Resolution 27-2021 – Annual Determination of Excess Value in the Lippert/Dierdorff Allocation Area

4:20) same as other resolutions but for the Lippert/Dierdorff allocation area.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 27-2021.

The motion was adopted unanimously.

Resolution 28-2021- Allocate Funding from Southeast TIF for Goshen Community Schools for Advanced Manufacturing Academy

(4:41) Mark Brinson, Community Development Director, this starts in 2021 for 5 years and Mr. Brinson referred to the memo in the packet which indicates the amount each year.

(5:45) comments from Commission members.

A motion was made by Commissioner Stump and seconded by Commissioner Johnson to approve Resolution 28-2021.

The motion was adopted unanimously.

Resolution 29-2021 – Ratify Execution of Agreement for Lawn Services with Colin Avila d/b/a Yardshark

(9:50) Larry Barkes, City Attorney, stated this is the annual mowing contract.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 29-2021.

The motion was adopted unanimously.

Resolution 30-2021 – Granting Temporary Easement at 217 West Wilden Avenue

(10:30) Larry Barkes, City Attorney, this property is currently owned by the City of Goshen. Have started the process to sell the home and need to reserve temporary easement for a road project.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 30-2021.

The motion was adopted unanimously.

Resolution 31-2021 – Approve Request to Order New Appraisals for Pike Street Properties (11:40) Mark Brinson, Community Development Director, referred to the map in the packet. Now in the planning process for the River District and these properties have been identified for future redevelopment. The appraisals are from 2018 and are no longer valid.

(13:27) Questions and discussion between Commission members and staff.

The Commissioners agreed that they would like to see the assessed value of each of the properties.

A motion was made by Commissioner Stump and seconded by Commissioner Johnson to table Resolution 31-2021 until the June meeting.

The motion was adopted unanimously.

Resolution 32-2021- Approve Downtown Vault Assistance Program

(17:22) Dustin Sailor, Director of Public Works, stated the Commission had requested additional information and unfortunately we do not have a comprehensive list of all property owners that were provided a notification list. Did provide a list of property owners who submitted an evaluation of their vaults so they are aware they have vaults and six (6) of them are in the comprehensive C category. Referred to the details in the resolution.

(19:40) Commissioner Weddell asked if this was the same offer as before and commented on habitual users who ignored this in the past and ignoring it now. Commissioner Weddell proposed an amendment on people who have a letter C vault that were provided information should have to pay 100 percent of costs.

(20:28) Mayor Stutsman, told the Commission that he has properties downtown and his vaults have been taken care of and that he has a family member on the property list. He reminded the board of the options given last time to property owners.

(21:00) Comments and discussion regarding the inspections.

(23:06) Mayor Stutsman told the Commission that the majority of the sidewalks have been recently replaced at no expense to the building owners and that would be the reason for the increase for complete replacement of the sidewalks to keep it fair.

(25:14) Commissioner Weddell stated he would like to withdraw his motion.

Commissioner Stump made a motion to amend the resolution to say 50% of sidewalk replacement instead of 100% sidewalk replacement.

(26:21) Questions from Commission members to Dustin Sailor about the sidewalk replacement.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to amend the Resolution 32-2021 to change from 100% sidewalk replacement to 50% sidewalk replacement.

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

Ayes: Garber Stump Turner Weddell

Nays: Johnson

The motion was adopted with 4 in favor and 1 against.

(31:00) Commissioner Weddell asked Larry Barks to prepare for city council for when the dates of this expire on 12/31/21 so City Council can take action if any choose not to proceed with this offer.

Clarification this program is for everyone that has a vault regardless of the category.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 32-2021 as amended.

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.

DISCUSSION –Gateway Report Submission

(31:15) Tracee Norton, Administrative Assistant, City of Goshen, told the Commission that the annual Gateway report has been submitted to the state.

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 \$62,570.89

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.

(35:49) Commission President Turner talked about a poster/flyer that outlined the completed and current projects by the Redevelopment Commission. Would like to do it again. There was discussion about the different options.

OPEN FORUM

(37:52) Commissioner Weddell stated at the last City Council meeting that Mark presented the annual report. It was asked if there is another way to list the claims other than the pages and pages in the annual report and asked if it could be put into categories. One suggestion is to print the report by the line used in the budget. It was decided a new way of reporting the claims will be used.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for June 8, 2021 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 4:40 p.m.

APPROVED on June 8, 2021

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Executive Session of May 11, 2021

The Goshen Redevelopment Commission met in an executive session on May 11, 2021 at the conclusion of the Commission's regular meeting at 3:40 p.m. pursuant to the notice given. The executive session was held 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 executive session was called to order by President Vince Turner. 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:

PURPOSE OF EXECUTIVE SESSION

The executive session was held as authorized by Indiana Code § 5-14-1.5-6.1 (b)(2)(D) for discussion of strategy with respect to the purchase or lease of real property by the Goshen Redevelopment Commission up to the time a contract or option to purchase or lease is executed by the parties.

No subject matter was discussed in the executive session other than the subject matter specified in the public notice.

ADJOURNMENT

The executive session was adjourned at 4:00 p.m.

APPROVED on June 8, 2021

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 31-2021

Approve Request to Order New Appraisals for Pike Street Properties

WHEREAS the Commission funded the creation of a redevelopment plan for the Downtown River District.

WHEREAS these properties play a critical role in future development of the River District.

WHEREAS properties on Pike Street were originally appraised in August 2018 and these appraisals are no longer valid.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the request to order new appraisals for the Pike Street properties.

PASSED and ADOPTED on June 8, 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: Redevelopment Commission

From: Mark Brinson

Subject: Pike Street Appraisals

Date: May 6, 2021

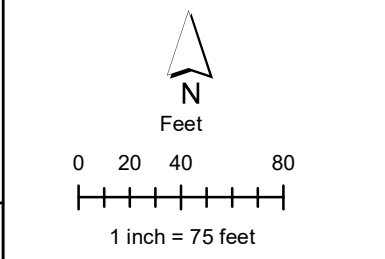
The Economic Development Plan for the River Race/US 33 TIF includes several properties on Pike Street that were targeted for possible redevelopment (see attached map). Recently the Redevelopment Commission funded the creation of a redevelopment plan for what is being called the Downtown River District. This district includes the subject properties on Pike Street.

Part of the planning process for the Downtown River District is to identify key opportunities within the district for redevelopment. The draft plan, which has been reviewed by city staff, the steering committee and downtown stakeholders, identifies the Pike Street properties as a key catalyst site for new development in the district.

These properties were originally appraised in August of 2018, but these appraisals are no longer valid. Given the critical role these properties may have in the future development of the River District, staff is requesting permission from the Redevelopment Commission to order new appraisals.



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Pike Street Development Area

2016
Aerial Photo

The City of Goshen
 Department of
 Planning & Zoning
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-3600 Fax: 574-533-8626

NOTICE OF PUBLIC HEARING

The Goshen Redevelopment Commission will conduct a public hearing at its regular meeting on June 8, 2021 at 3:00 p.m. to determine whether the City of Goshen should dispose of the real estate at 209 West Monroe Street and 217 West Wilden Avenue, Goshen, Indiana. The hearing will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana. All interested members of the public are invited to attend and will be given the opportunity to testify on the proposed sale at the public hearing.

NOTICE OF PUBLIC HEARING

The Goshen Redevelopment Commission will conduct a public hearing at its regular meeting on June 8, 2021 at 3:00 p.m. to determine whether the City of Goshen should dispose of the real estate at 620 East Douglas Street, Goshen, Indiana. The hearing will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana. All interested members of the public are invited to attend and will be given the opportunity to testify on the proposed disposal at the public hearing.

RESOLUTION 33-2021

**Approve Disposal of Real Estate at 209 West Monroe Street and
Authorize Issuance of a Request for Proposals to Purchase of Real Estate**

WHEREAS the City of Goshen for the Use and Benefit of its Department of Redevelopment acquired title to the real estate at 209 West Monroe Street as depicted in Exhibit A (Subject Real Estate) to carry out an economic development area project.

WHEREAS the projects along West Monroe Street, River Race Drive and the Mill Race Canal affecting the Subject Real Estate have been completed.

WHEREAS pursuant to Indiana Code § 36-7-14-22.7(d), a notice has been published and a public hearing conducted to determine whether the Redevelopment Commission should dispose of the Subject Real Estate.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the disposal of the Subject Real Estate at 209 West Monroe Street as depicted in Exhibit A in accordance with Indiana Code 36-7-14-22.5(e).

BE IT FURTHER RESOLVED that the Redevelopment Commission authorizes the issuance of a Request for Proposals to Purchase Real Estate in substantially the same form as attached to this resolution as Exhibit B.

PASSED and ADOPTED by the Goshen Redevelopment Commission on June 8, 2021.

President

Secretary

EXHIBIT A

**Subject Real Estate
at 209 West Monroe Street**



EXHIBIT B

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 209 W. Monroe Street, Goshen, Indiana.

REAL ESTATE AND STRUCTURE TO BE PURCHASED

209 W Monroe Street, Goshen, Indiana includes a residence containing approximately One Thousand Four Hundred Fifty-Six (1,456) square feet on a parcel of real estate containing approximately, fifteen thousandths of an acre (.015) as depicted on the map (Exhibit A).

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

Beginning at the Southwest corner of Lot Number Ninety-three (93) in Barns Second Addition to the Town, now City, of Goshen, Indiana; (Deed Record 15, page 489) thence running East Fifty-six (56) feet, more or less, to a point; thence running North Forty-five and one-half (45½) feet; thence running West Fifty-six (56) feet; thence running South Forty-five and one-half (45½) feet to the place of beginning as recorded in Deed Record 15, page 489.

Parcel No. 20-11-09-456-014.000-015

SUBMISSION OF PROPOSAL

Any proposal to purchase 209 W. Monroe Street, Goshen, Indiana shall be submitted to Mark Brinson, Community Development Director at 204 East Jefferson Street, Suite 6, Goshen, Indiana 46528, no later than 12:00 p.m. (noon) on July 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 209 W. Monroe Street. 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, including the house and improvements, are to be purchased AS IS without any warranty of habitability.

Use of Premises

- a) Purchaser must use the real estate and any structures or facility on 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 and any structure or facility on 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.
- c) The real estate must be occupied as a single-family residence.

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 July 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 purchaser intends to use the property for residential purposes and their willingness to commit to residential use for a period of ten (10) years.
- d) Whether the proposed purchase will serve the interest of the community.

If no proposal offers a purchase price of One Hundred Thousand Five Hundred Dollars (\$100,500.00) or more, the Redevelopment Commission may select a proposal offering less than One Hundred Thousand Five Hundred Dollars (\$100,500.00), but only after the Redevelopment Commission accepts additional proposals until August 16, 2021 at 1:30 p.m. The additional proposal will be opened by the Goshen Board of Public Works and Safety at its meeting on August 16, 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
- d) A financial statement for the entity or person submitting 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 209 W Monroe Street.
- 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 July 13, 2021 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. The submitting entity's proposal is made without reference to any other proposal unless specifically so indicated.
- b) 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. 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. 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.

- c) 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



RESOLUTION 34-2021

Approve Disposal of Real Estate at 217 West Wilden Avenue

WHEREAS the City of Goshen (City) demolished the unsafe structures on the real estate at 217 West Wilden Avenue as depicted in Exhibit A (Subject Real Estate) with the cost of such demolition assessed as a judgment against the Subject Real Estate pursuant to a Court Order dated February 24, 2020 under Cause No. 20D04-1707-PL-165. City assigned its judgment lien to City of Goshen, Indiana for the Use and Benefit of the Goshen Department of Redevelopment (Redevelopment).

WHEREAS Redevelopment foreclosed on the judgment lien on the Subject Real Estate pursuant to a Court Order dated October 8, 2020 under Cause No. 20D04-2007-CC-1290. The Subject Real Estate was offered for sale at a Sheriff's sale in which Redevelopment was the successful bidder acquiring title to the Subject Real Estate by Sheriff's Deed.

WHEREAS pursuant to Indiana Code § 36-7-14-22.7(d), a notice has been published and a public hearing conducted to determine whether the Redevelopment Commission should dispose of the Subject Real Estate.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the disposal of the Subject Real Estate at 217 West Wilden Avenue as depicted in Exhibit A in accordance with Indiana Code 36-7-14-22.5(e).

PASSED and ADOPTED by the Goshen Redevelopment Commission on June 8, 2021.

President

Secretary

EXHIBIT A

**Subject Real Estate
at 217 West Wilden Avenue**



RESOLUTION 35-2021

Approve Disposal of Real Estate at 620 East Douglas Street

WHEREAS the City of Goshen, Indiana (City) acquired title to the real estate at 620 East Douglas Street as depicted in Exhibit A (Subject Real Estate) in 2008 by Tax Deed from Elkhart County through the tax sale process under the authority of Indiana Code § 6-1.1-24 and Indiana Code § 6-1.1-25.

WHEREAS City demolished the structures on the Subject Real Estate and then transferred the Subject Real Estate in 2015 to the City of Goshen, Indiana for the Use of Benefit of its Department of Redevelopment to be held and disposed of under Indiana Code § 36-7-14-22.5.

WHEREAS pursuant to Indiana Code § 36-7-14-22.7(d), a notice has been published and a public hearing conducted to determine whether the Redevelopment Commission should dispose of the Subject Real Estate.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the disposal of the Subject Real Estate at 620 East Douglas Street as depicted in Exhibit A in accordance with Indiana Code 36-7-14-22.5(e).

PASSED and ADOPTED by the Goshen Redevelopment Commission on June 8, 2021.

President

Secretary

EXHIBIT A

**Subject Real Estate
at 620 East Douglas Street**



RESOLUTION 36-2021

**Ratify Execution of Agreement with Heron Environmental, LLC for Phase 2
Environmental Site Assessment (ESA) at 113 West Jefferson Street**

WHEREAS the Goshen Redevelopment Commission passed Resolution 23-2021 authorizing the Community Development Director Mark Brinson to negotiate and execute an agreement with Heron Environmental, LLC for a Phase 2 Environmental Site Assessment (ESA) at 113 West Jefferson Street.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the contract with Heron Environmental, LLC for a Phase 2 Environmental Site Assessment at 113 West Jefferson Street which is attached to and made part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the execution of the agreement by Mark Brinson, Community Development Director on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on June 8, 2021

Vince Turner, President

Andrea Johnson, Secretary

AGREEMENT

Phase II Environmental Site Assessment for 113 West Jefferson Street, and 233 South Main Street, Goshen

THIS AGREEMENT is entered into on May 7, 2021, which is the last signature date set forth below, by and between **Heron Environmental, LLC** ("Contractor" or "Heron"), whose mailing address is PO Box 821, Elkhart, IN 46515, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission ("City").

WHEREAS HERON completed a Phase I Environmental Site Assessment, dated February 23, 2021, which identified recognized environmental conditions in connection with the property at 113 West Jefferson Street and 233 South Main Street, Goshen (the "Property").

WHEREAS further assessment is needed to verify the presence or absence of the historical underground storage tanks 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 also exists.

WHEREAS City desires to engage HERON, and HERON agrees to perform a Phase II Environmental Site Assessment of the Property.

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

Section 1. Scope of Services.

HERON shall provide the following services under this agreement which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to perform a Phase II Environmental Site Assessment for 113 West Jefferson Street and 233 South Main Street, Goshen, Indiana (the Property). The Property is identified as Parcel Nos. 20-11-09-414-030.000-015 and 20-11-09-414-029.000-015, totaling approximately 0.25-acres and currently improved with a commercial building that totals approximately 3,350-square feet. The Phase II Environmental Site Assessment shall include the following two components:

(A) Field Services.

HERON proposes five soil borings to be completed at the Property as depicted on the 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 underground storage tanks (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.

(B) 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.

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) HERON acknowledges that time is of the essence and that the timely performance of its services is an important element of this agreement. HERON shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the services.
- (C) HERON shall complete all services by June 1, 2021.

Section 3. Compensation.

City agrees to compensate HERON for all services under this agreement the as follows:

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

JRTB

Section 4. Payment.

- (A) City shall pay HERON for services satisfactorily completed under this agreement.
- (B) Payment for services rendered shall be upon City's receipt of a detailed invoice from HERON. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Redevelopment Commission
204 E. Jefferson Street, Suite 6
Goshen, IN 46528
- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Invoices past due more than thirty (30) days will be assessed interest at a rate of eight percent (8%) per annum.
- (E) HERON is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Independent Contractor.

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

Section 6. Non-Discrimination.

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment,

because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 7. Employment Eligibility Verification.

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 8. Contracting with Relatives.

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

Section 9. Default.

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than seven (7) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.

- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 10. Termination.

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

Section 11. Notice.

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

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

Contractor: Heron Environmental, LLC
PO Box 821
Elkhart, IN 46515

Section 12. Subcontracting or Assignment.

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

JRB

Section 13. Amendments.

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

Section 14. Waiver of Rights.

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

Section 15. Applicable Laws.

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

Section 16. Miscellaneous.

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

Section 17. Severability.

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

Section 18. Binding Effect.

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

Section 19. Entire Agreement.

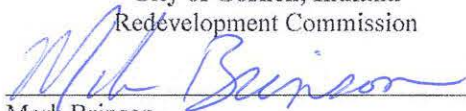
This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and HERON.

Section 20. Authority to Execute.

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

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

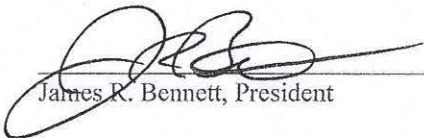
City of Goshen, Indiana
Redevelopment Commission



Mark Brinson
Community Development Director

Date: May 7, 2021

Heron Environmental, LLC



James R. Bennett, President

Date: May 7, 2021

RESOLUTION 37-2021

Development Agreement with Last Dance, LLC

BE IT RESOLVED by the Goshen Redevelopment Commission that:

- (1) The terms and conditions of the Development Agreement with Last Dance, LLC attached to and made a part of this resolution are approved.
- (2) Commission President Vince Turner is authorized the execute the Development Agreement on behalf of the Goshen Redevelopment Commission and City of Goshen.

PASSED and ADOPTED by the Goshen Redevelopment Commission on June 8, 2021.

President

Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Project Manager

Date: June 8, 2021

RE: Request to Authorize Execution of a Development Agreement with Last Dance, LLC for the East College Avenue Development Project

Last fall, Last Dance, LLC, owned by Ryan Thwaites (Developer), purchased the 150-acre tract of land on East College Avenue east of the railroad from Lippert Components. This was the land that Lippert had annexed into the City in 2018 as undeveloped industrial land. In November, Developer purchased an additional 100 acres east of the former Lippert Parcels and in February, they purchased 63 additional acres of land on the south side of East College Avenue.

Total investment by the developer to date is just under \$6 million. Developer purchased land on both the north and south of College Avenue with the intention of addressing the stormwater (flooding) issues that plague this area to allow for development of all land through one overall stormwater drainage plan and subdivision. It is the developer's intention to proceed with annexation of the additional parcels two tracts of land and to request that they be included into the TIF within the coming months. An overall map has been attached to provide detail on the area and the proposed development.

When Lippert previously planned to develop their land on East College Ave, they were working with Abonmarche for the design for their 150 acres. The new Developer is now working with Abonmarche as they had a substantial amount of the data available to them and had also worked with the City to conduct a stormwater analysis for the area.

In working with the Developer, Abonmarche has put together a Preliminary Construction Cost Estimate (dated 2/5/2021 with Item #4 updated 4/29/2021) for the following scope of work:

1. College Avenue Roadway and Storm Sewer Improvements	\$3,609,992
2. College Avenue Sanitary Sewer (to Site)	\$1,089,354
3. On-Site Sanitary Sewer/Water Main/Roadway Loop (Public)	\$3,180,459
4. College Avenue to CR 31 To Kercher to Century Drive Water Main Loop	\$2,115,950
5. Flood Routing and Control – Side Ditches, Culverts and Ponds	\$2,995,525
Total with 10% Contingency	\$14,290,408

The Developer is funding the Survey/Design/Permitting fees and the estimated cost for this work is \$627,000.

Although the Developer intends to begin their project with the initial Lippert parcels, their long-term goal is to possibly expand their development to the additional 100 acres on the north side (east of Lippert parcels) and then either develop the 60 acres on the south themselves or remedy the stormwater issues by tying in the stormwater on the south into the overall drainage system and then finding a Developer for that land. The scope of work above includes roadway improvements to the east edge of the Developer’s land and would serve all three (3) development areas.

The Developer is requesting that the RDC fund all public improvements detailed in the scope of work. It would be our intention to fund this through a combination of TIF funds (from the Southeast TIF) and a bond. BakerTilly has worked with us to develop a bond scenario with the details summarized below:

1. Developer commits to constructing two (2) manufacturing buildings and one (1) lamination building by January 1, 2023 and one (1) additional manufacturing building by January 1, 2025, one (1) additional manufacturing building by January 1, 2026 and one (1) additional manufacturing building by January 1, 2027.
2. It is anticipated that the committed buildings would generate approximately \$968,260 annually in TIF revenue by 2028 and would provide a bond capacity of \$10,430,000 for the RDC, of which approximately \$9,445,000 would be available to fund the project.
3. Developer will be buying the bonds and they will be payable SOLELY from tax increment generated from the proposed project.
4. Developer is requesting that 100% of the TIF revenue from their projects on the 313 acres go towards repayment of the bond. If only the six (6) buildings are constructed, it is anticipated that it would take 20 years to repay the bond. However, additional development is anticipated once public infrastructure is extended on the two (2) additional tracts of land and committing all revenue from those projects towards repayment will allow for the bond to be repaid in much less time. Once debt is repaid, RDC would capture all TIF revenue for future projects.

Aside from the on-site water/sewer/roadway loop (#3 above), all proposed work benefits future development for this area. Regarding the construction of a public on-site infrastructure loop, this is required by City ordinance as it allows for each building to be served by public utilities and streets.

The Developer has indicated that their projected investment over the next three (3) years is \$26 million dollars. Their projections show that they will be adding approximately 500 new jobs with an average wage of \$40/hour within that same timeframe. The public infrastructure expenses are not included within their anticipated investment.

With the request for the RDC to fund the public infrastructure expenses, the breakdown would be as follows:

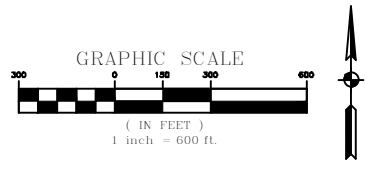
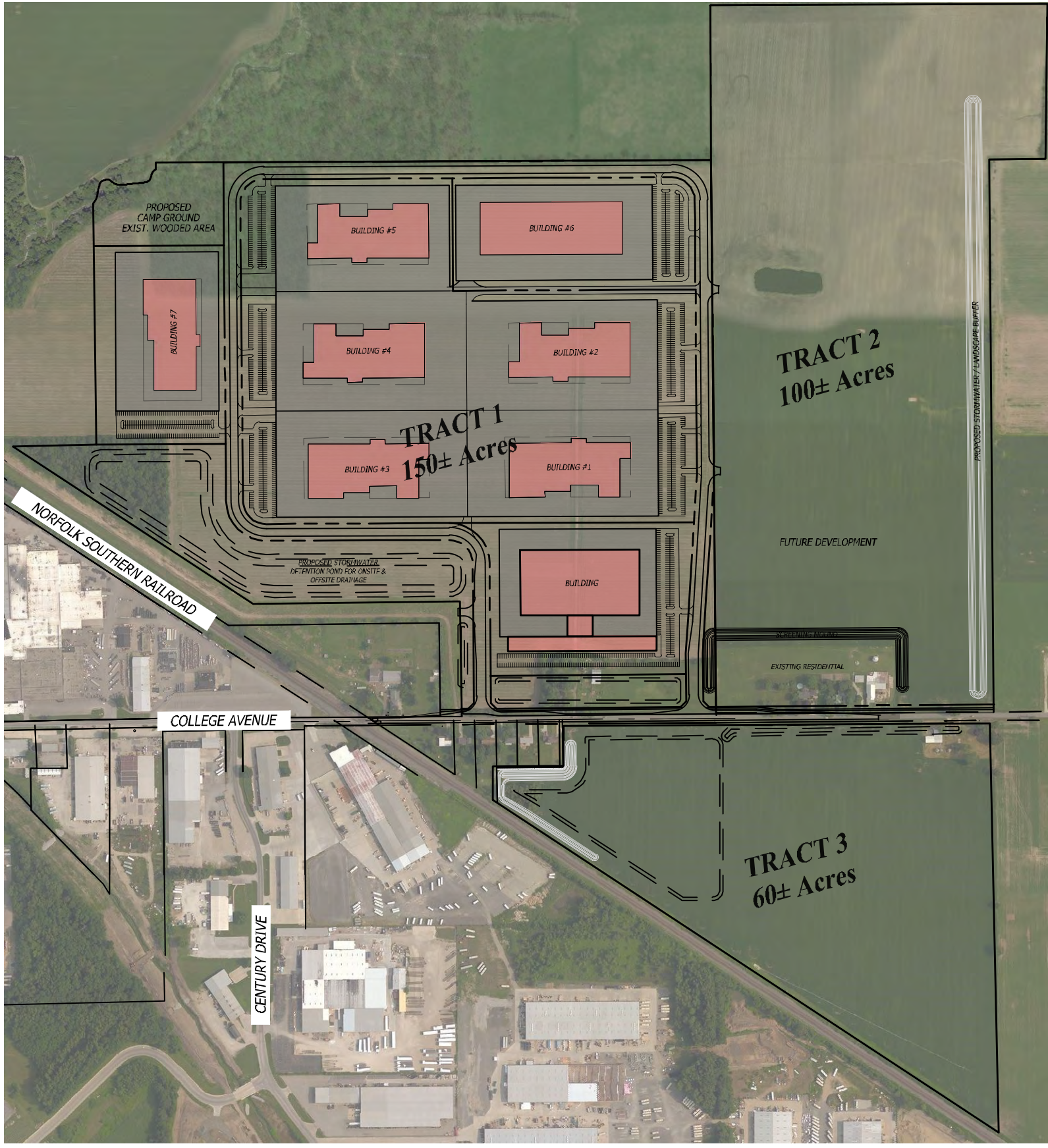
Total Project Expense	\$14,290,408
<u>Bond Proceeds Available</u>	<u>-\$9,445,000</u>
Balance to be funded by TIF	\$4,845,408

Legal Department has reviewed the project and has indicated that both the College Avenue to CR 31 To Kercher to Century Drive Water Main Loop and the Flood Routing & Control portion of the project are eligible to be funded by the Southeast TIF as they “serve” the Southeast TIF. The bond that the Developer is purchasing will be issued prior to bidding this project and will be repaid solely with TIF generated from

this land. If the Developer fails to fulfill their building commitment and sufficient revenue is not generated, the bond will not be fully repaid within the maximum twenty (20) year term.

Overall, the public infrastructure improvements planned as part of this project will allow for continued growth for the City of Goshen. There is very limited, if any, land available for large-scale manufacturing growth within the existing Southeast TIF. Following Lippert's decision to not proceed with their previous project at this location, the idea had been discussed of proceeding with the public infrastructure improvements with the hope that if we were to build it, development would then come. We now have a Developer who is willing to partner with the Commission to move forward and prepare a new area for development.

A copy of the Development Agreement is attached. We are requesting the Commission's approval to execute the agreement. If approved, this agreement will be taken to the City Council for further approval in July.



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into on _____, 2021, among the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Common Council and the Goshen Board of Public Works and Safety (collectively, the “City of Goshen”), the Goshen Redevelopment Commission (the Goshen Redevelopment Commission and the City of Goshen, collectively, the “City”), and Last Dance, LLC (referred to as “Developer”).

RECITALS

WHEREAS this agreement provides for the development of three (3) tracts of real estate in accordance with the terms and conditions set forth in this agreement. The tracts are identified as Tract 1, Tract 2 and Tract 3 on the map attached to this agreement as Exhibit A and more particularly described in Exhibit B and hereinafter referred to as “subject real estate.”

WHEREAS the real estate identified as Tract 3 in Exhibits A and B is owned by Ryan Thwaites and Larry Schrock, each owning an undivided one-half (½) interest as tenants in common in Tract 3.

WHEREAS Ryan Thwaites owns the real estate identified as Tract 1 in Exhibits A and B. Ryan Thwaites also owns an undivided one-half (½) interest in the real estate identified as Tract 2 in Exhibits A and B together with Douglas W. Thwaites and Nancy L. Thwaites, husband and wife, who own the other undivided one-half (½) interest in Tract 2.

In consideration of mutual covenants contained in this agreement, City and Developer now agree as follows:

AUTHORITY

This agreement is entered into in accordance with Indiana Code §36-4-3-21.

TERM OF THE AGREEMENT

The term of this agreement begins upon execution of this agreement by City and Developer and upon the agreement's approval by the Goshen Common Council, the Goshen Redevelopment Commission and the Goshen Board of Public Works and Safety and ends when City and Developer have fulfilled all obligations set forth in this agreement.

DEVELOPMENT AREA DESCRIBED

1. This agreement concerns the development of three (3) tracts of real estate consisting of eight (8) parcels generally located along College Avenue (County Road 36), east of the railroad tracks and west of County Road 31. The tracts are identified as Tract 1, Tract 2 and Tract 3 on the map attached to this agreement as Exhibit A, and are more particularly described in Exhibit B.
2. The real estate identified as Tract 3 in Exhibits A and B consists of three (3) parcels of real estate located on the north side of College Avenue/County Road 36 and is currently located within the corporate limits of the City of Goshen. This real estate shall be referred to individually as the "Tract 3 real estate." Ryan Thwaites and Larry Schrock warrant that each owns an undivided one-half ($\frac{1}{2}$) interest as tenants in common in the Tract 3 real estate.
3. The real estate identified as Tract 1 in Exhibits A and B consists of two (2) parcels of real estate located on the north side of College Avenue/County Road 36 and is currently located outside the corporate limits of the City of Goshen. This real estate shall be referred to individually as the "Tract 1 real estate." Ryan Thwaites warrants that he is the owner of the Tract 1 real estate. A Petition for Annexation into the City of Goshen has been submitted for the Tract 1 real estate in the form attached hereto as Exhibit C.
4. The real estate identified as Tract 2 in Exhibits A and B consists of three (3) parcels of real estate located on the south side of College Avenue/County Road 36 and is currently located outside the corporate limits of the City of Goshen. This real estate shall be referred to individually as the "Tract 2 real estate." Ryan Thwaites warrants that he owns an undivided one-half ($\frac{1}{2}$) interest with Douglas W. Thwaites and Nancy L. Thwaites, husband and wife, who own the other undivided one-half ($\frac{1}{2}$) interest as tenants in common in the Tract 2 real estate. A Petition for Annexation into the City of Goshen has been submitted for the Tract 2 real estate in the form attached hereto as Exhibit C.
5. For the purposes of this agreement, the Tract 1 real estate, Tract 2 real estate and Tract 3 real estate may be collectively referred to as "subject real estate."

WATER SERVICES AND WATER BUILDING LINE CONSTRUCTION

1. Developer will pay City's standard water connection fee for each parcel of the subject real estate at the time that any building on such parcel is connected to the City's water system.
2. Developer will design, construct and maintain at Developer's expense any water building line that is necessary for the proper connection of any building on the subject real estate to City's water main.
3. Developer will pay City's standard fee for any water building line inspection and for any subsequent water connections on any parcel of the subject real estate.
4. Developer agrees to provide any proposed plans and specifications for the construction of water building lines to City's Engineering Department for review and approval before commencing construction of such building lines.
5. Developer will pay City's standard fees for water meters, meter horns, and any applicable taxes for any building constructed on any parcel of the subject real estate.
6. Once water building lines and water mains are designed and approved for construction, City and Developer shall clearly designate which are water building lines and which are water mains. Developer shall maintain at Developer's expense all water building lines on the subject real estate. City will maintain at City's expense all water mains on the subject real estate.

WATER MAIN CONSTRUCTION

1. City agrees to bid, construct and provide the funding for a water main within the City's right-of-way (existing and to be acquired) of sufficient size to properly provide water to the subject real estate. The water main will be constructed along College Avenue (County Road 36) beginning at the end of the City's existing water main on College Avenue. The new water main will run under the railroad tracks, east to County Road 31, then south on County Road 31 to County Road 38, then west on County Road 38 connecting to the existing City water main on Century Drive (water main project). City agrees to complete the water main project within five hundred forty-five (545) days after the needed rights-of-way have been identified.
2. Other than as set forth below, the City funding for the water main loop will come from tax increment financing ("TIF") revenues from the Southeast Allocation Area ("Southeast Allocation Area") of the Redevelopment District of the City (the "District"). The amount of City's funding from the Southeast Allocation Area for the water main loop will not exceed Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000). If the cost estimate for the water main project exceeds Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000), the Developer can provide a design reducing the size and/or scope of the water main project so the estimated cost is

not in excess of Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000). If the cost estimate exceeds Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000) and the Developer is not able to provide a water main project design so the estimated cost of the modified water main project does not exceed Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000), City may terminate this agreement if the water main project exceeds Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000) and the City provides Developer written notice of termination within sixty (60) days of City receiving notice of the cost estimate.

3. Developer agrees to develop plans and specifications for the water main project described in paragraph 1 above. The Developer will pay the cost of the development plans and specifications. City will review and approve the proposed design and specifications prior to finalizing the plans and specifications. If City does not approve the design and Developer is unwilling to make the City's modifications, the agreement will terminate without further action by the parties.
4. City will commence the bidding process within forty-five (45) days after the plans and specifications are finalized.
5. No building requiring water service may be occupied until Developer has constructed the required water building lines to properly service the building at Developer's expense and City's water main extension project is completed.
6. Developer agrees to donate any rights-of-way or easements necessary to construct or maintain the water main to the extent that Developer owns the real estate from which the rights-of-way or easements are needed. City will acquire any rights-of-way or easements needed to construct the water main loop at City's expense other than from real estate owned by Developer.

SEWER SERVICES AND SEWER BUILDING LINE CONSTRUCTION

1. Developer will pay City's standard sewer connection fee for any parcel of the subject real estate at the time that any building on such a parcel is connected to the City's sewer system.
2. Developer will pay City's standard fee for any sewer building line inspection and for any sewer building line connection on any parcel of the subject real estate.
3. Developer will construct and maintain at Developer's expense any sewer building line that is necessary for the proper connection of any building to City's sewer main.
4. Developer agrees to provide any proposed plans and specifications for the construction of any sewer building lines to City's Engineering Department for review and approval before commencing construction of such building lines.
5. Developer will pay City's standard fee for any meter necessary to properly measure sewer usage.

6. Once sewer building lines and sewer mains are designed and approved for construction, City and Developer shall clearly designate which are sewer building lines and which are sewer mains. Developer shall maintain at Developer's expense all sewer building lines on the subject real estate. City will maintain at City's expense all sewer mains on the subject real estate.

SEWER MAIN CONSTRUCTION

1. City agrees to bid, construct and provide the funding for all sewer mains as well as any lift station or other appurtenant facilities needed to properly provide sewer service to the subject real estate from bond proceeds to be issued by City and purchased by Developer. City agrees to complete the sewer main construction within three hundred sixty-five (365) days after the needed rights-of-way have been identified. If the bond proceeds are not sufficient to completely fund the sewer main and other infrastructure improvements described in this agreement which are to be paid from the bond proceeds, the Developer will initially provide the additional funds. City will repay Developer for such additional funds from TIF revenues generated solely from the New Allocation Area (as defined herein) except as provided in paragraph 9 under Project Funding.
2. Developer agrees to develop plans and design specifications for all components of the sewer main extension. The Developer will pay the costs to develop the plans and design specifications. City will review and approve all proposed plans and design specifications prior to finalizing the plans and design specifications. If City does not approve the design and Developer is unwilling to make the City's modifications, the agreement will terminate without further action by the parties.
3. City will commence the bidding process to select a contractor to construct the sewer main within forty-five (45) days after the plans and design specifications are finalized.
4. No building requiring sewer service may be occupied until the sewer main extension project is completed or before Developer has constructed the required sewer building lines to properly service any building to connect to City sewer.
5. Developer agrees to donate any rights-of-way or easements necessary to construct and maintain the sewer main to the extent that Developer owns the real estate from which the rights-of-way or easements are needed. City will acquire any rights-of-way or easements needed to construct the sewer main at City's expense other than from real estate owned by Developer.
6. The sewer main constructed in the City's rights-of-way along College Avenue or immediately adjacent to the College Avenue rights-of-way will be a public sewer main and will be maintained at City's expense.

**COLLEGE AVENUE IMPROVEMENTS, SIDEWALKS, STORM SEWER
AND STORMWATER RETENTION**

1. Except as otherwise designated by the parties after design is completed, the roads within the subject real estate will be private roads. As private roads, Developer will be responsible for all costs for the construction of such roads and for all maintenance of such roads.
2. Developer agrees to design at Developer's expense a ten-foot (10') sidewalk (the "Sidewalk") adjacent to College Avenue (County Road 36) beginning on the east side of the railroad tracks and extending to the eastern boundary of the subject real estate. City will review and approve the proposed design and plan specifications prior to finalization of the design and plan specifications.
3. City agrees to bid and construct the Sidewalk at City's expense. City will also bid, and construct curbs and gutters at City's expense for College Avenue (County Road 36) from the railroad tracks to the eastern boundary of the subject real estate.
4. Developer agrees to design, at Developer's expense, flood routing and control and stormwater retention, including side ditches, culverts and ponds for the subject real estate which will retain all stormwater from a National Oceanic and Atmospheric Administration (NOAA) Atlas-14 rain event. The design plans must be approved by the City Engineer and determined to be consistent with the City of Goshen Storm Water Ordinance. In addition, the stormwater plan and facilities constructed must adequately detain stormwater from the real estate north and east of the subject real estate which migrates to the subject real estate.
5. City agrees to construct, at City's expense, the storm water retention projects described in paragraph 4 above in an amount not to exceed Three Million Dollars (\$3,000,000) from the District's Southeast Allocation Area TIF revenues or TIF revenues from a consolidated allocation area that includes the current Southeast Allocation Area. The amount of City's funding from the Southeast Allocation Area or a consolidated allocation area, including the Southeast Allocation Area, for the storm water retention projects will not exceed Three Million Dollars (\$3,000,000). If the cost estimate for such projects exceed Three Million Dollars (\$3,000,000), the Developer can provide a design reducing the size and/or scope of the storm water retention projects so the estimated cost is not in excess of Three Million Dollars (\$3,000,000) as long as the storm water retention projects meet the requirements of paragraph 4 above. If the cost estimate exceeds Three Million Dollars (\$3,000,000) and the Developer is not able to provide a design so the estimated cost of the modified storm water retention projects does not exceed Three Million Dollars (\$3,000,000), City may terminate this agreement if City provides Developer written notice of termination within sixty (60) days of City receiving notice of the cost estimate.

6. City will commence the bidding process within forty-five (45) days after plans and design specifications for the College Avenue improvements, sidewalk, storm sewer and stormwater retention areas are finalized.
7. Developer agrees to donate any rights-of-way or grant any easements needed from property that Developer owns for the College Avenue road and sewer, water and stormwater utility projects. Developer specifically agrees to grant City rights-of-way adjacent to College Avenue (County Road 36) so that City has a minimum of forty feet (40') of right-of-way measured from the centerline of College Avenue (County Road 36). Developer agrees to design the flood routing and control and stormwater retention, including side ditches, culverts and ponds, and sewer main construction so that these projects are within existing rights-of-way or easements or on the subject real estate. Developer agrees to donate such rights-of-way or easements to City.
8. Developer will be required to dedicate all rights-of-way and easements needed for public roads within the subject real estate. The road must have been constructed in a manner that meets all City requirements in order for City to accept the road as a public road. If City accepts dedication of the road, City will assume future maintenance of the public road.
9. City agrees to complete the construction of all improvements as set forth in this section within three hundred sixty-five (365) days after the needed rights-of-way have been identified.

PROJECT FINANCING

1. The City, for and on behalf of the District, will issue Economic Development Revenue Bonds (the "Bonds") to be purchased by Developer, or such other individuals or entities designated by Developer, to fund the infrastructure projects listed in paragraph 2 of this section below. The financial parameters of the Bond are set forth in paragraph 6 of this section below. The Bonds will be paid by the District solely from TIF revenues generated by a separate allocation area to be comprised of the subject real estate (the "New Allocation Area"). If the TIF revenues generated by improvements in the New Allocation Area are insufficient to make the Bond payments, the City's payments to Developer will be delayed until there are sufficient TIF revenues generated from the New Allocation Area to make such payments. City will not pay a penalty or any additional interest to Developer as long as no TIF revenues generated from the New Allocation Area are used by City for any purpose other than the repayment of the Bonds.
2. The following infrastructure projects are to be paid from Bond proceeds which will be reimbursed from TIF revenues solely generated by the New Allocation Area for the following projects:
 - a) College Avenue roadway improvements including a ten-foot (10') sidewalk, curbs, road resurfacing, and road widening and repair.

- b) College Avenue sanitary sewer extension beginning at the end of the sanitary sewer west of the Tract 3 real estate, and extending to the east boundary of the subject real estate.
 - c) Construction of public sanitary sewer mains within the subject real estate.
 - d) Construction of public water mains within the subject real estate.
 - e) Construction of public roads within the subject real estate.
 - f) Excess water main cost, but only if TIF revenues from the New Allocation Area remain after paying for items a) through e).
3. In addition to the projects to be funded by Bond proceeds, City agrees to commit TIF revenues from the Southeast Allocation Area or a consolidated allocation area that includes the current Southeast Allocation Area to pay for real estate acquisition and to bid and construct the following infrastructure improvements:
 - a) Flood control routing, including side ditches, culverts, and ponds on the subject real estate and on real estate located to the south and east of the College Avenue improvements.
 - b) A water main loop from College Ave to County Road 31 to Kercher Road (County Road 38) to Century Drive.
4. These projects do not include the construction of the sanitary sewer building lines and water building lines that connect buildings on the subject real estate to public water mains and sewer mains.
5. Preliminary cost estimates for these infrastructure projects, which will be funded by proceeds of the Bonds are not to exceed Nine Million Two Hundred Eight Thousand Five Hundred Sixty-Five Dollars (\$9,208,565).
6. Based upon the TIF projections completed by Baker Tilly Municipal Advisors, LLC, Developer's committed investment will provide capacity to issue the Bonds in an aggregate principal amount that will generate net proceeds of Nine Million Four Hundred Forty-Five Thousand Dollars (\$9,445,000) that will be available to fund the projects listed in paragraph 2 of this section above. All TIF revenues generated from the New Allocation Area will be used to repay Bonds. The Bonds will have a final maturity no later than twenty (20) years after the date of issuance of the Bonds, and will bear interest at an interest rate of four percent (4%) per annum.
7. If the net Bond proceeds are not used entirely for the projects in paragraph 2 above, the unused Bond proceeds will be used on the project in paragraph 3, subparagraph a) above (flood control routing) or subparagraph b) above (water main loop).
8. All TIF revenues generated from the New Allocation Area will be used exclusively for payment of debt service on the Bonds until the Bonds are paid in full.

9. In addition to TIF revenues generated from development in the New Allocation Area, twenty-five percent (25%) of TIF revenues generated by future industrial development within the area east of the railroad to County Road 31, south to Kercher Road and then west to Century Drive will be used for Bond repayment if such new development substantially benefits from the infrastructure improvements funded by the Bond issued by City and purchased by Developer.
10. City agrees to complete the construction of all improvements set forth in this section within five hundred forty-five (545) days after the needed rights-of-way have been identified unless a shorter period of time is noted elsewhere in this agreement.

DEVELOPER'S STATE TAX CREDITS

Developer is submitting an application for State tax credits through the Indiana Economic Development Corporation (IEDC). City supports Developer's application. Developer's commitment to proceed with project is contingent upon Developer receiving Six Million Dollars (\$6,000,000) in eligible tax credits.

REAL ESTATE TAX APPEALS

Developer, and any successor in interest of the subject real estate, agrees that it will not appeal any tax assessment for any parcel of the subject real estate until the Economic Development Revenue Bond is paid in full.

FIRE HYDRANTS

Fire hydrants shall be installed within the subject real estate by Developer as the parcels are developed. Installation will be in accordance with plans acceptable to the Goshen Fire Department and the Goshen Engineering Department. The need for additional fire hydrants will be reviewed at the time that any additional building plans are approved. Fire hydrants will be installed at Developer's expense and will be maintained by Developer unless City accepts dedication of such hydrants. Developer shall provide sufficient easements or rights-of-way to allow for proper access to the hydrants and for proper maintenance of the hydrants if City accepts dedication.

DEVELOPMENT PLANS

1. Developer agrees to submit detailed development plans for any development on the subject real estate to the Goshen Planning and Zoning Department, Goshen Department of Storm Water Management and Goshen Engineering Department for review and approval.

2. Developer agrees to comply with all City of Goshen requirements for development within a M-1 (Light Industrial) zoning district. The City will use its best efforts to expeditiously obtain the necessary approvals set forth in the prior sentence.

INFRASTRUCTURE CONSTRUCTION REQUIREMENTS

The following requirements are applicable to any construction on the subject real estate:

1. The construction of any water main, sewer main, water building line, sewer building line, or other appurtenant facilities, public road, private road, curb and gutter, stormwater retention or flood control structures shall be constructed in accordance with detailed plans and specifications approved in advance of construction by the Goshen City Engineer and the Goshen Board of Public Works and Safety. The City will use its best efforts to expeditiously obtain the necessary approvals set forth in the prior sentence.
2. Upon satisfactory completion, final inspection by the City of Goshen and approval of the Goshen Board of Public Works and Safety, the water mains, sewer mains, public roads, flood control measures and stormwater retention areas will be dedicated to and will be accepted by the City for maintenance unless otherwise provided in this agreement. At the time of dedication to the City and approval by the Board of Public Works and Safety, the City will assume the cost of maintenance of the water mains, sewer mains, public roads, flood control measures and stormwater retention areas. Any water building lines, sewer building lines, private roads or private drives constructed will not be dedicated to City and shall remain the property of Developer who shall continue to be responsible for the maintenance of such private infrastructure.
3. At the time of any dedication to City, all materials and facilities dedicated to City shall be clear of all liens and encumbrances. Developer shall convey good and merchantable title to all physical components of public infrastructure constructed which is to be dedicated to City.
4. City and Developer each agree to execute all deeds, easements, rights-of-way or other documents that are reasonably necessary, desirable or appropriate to further the projects and to provide for the future maintenance of the City's water mains, sewer mains, appurtenant facilities, public roadways or other public infrastructure.
5. City agrees to supply the subject real estate with water service and sewer service if Developer constructs, at Developer's own expense, water building lines and/or sewer building lines from the respective buildings to the City's water main and/or sewer main. Such building lines must be constructed in accordance with specifications approved by the Goshen City Engineer. The costs for constructing any such water building lines and/or sewer building lines by Developer on their

parcels will be paid by Developer. Maintenance of these water building lines and sewer building lines will be at Developer's expense

6. Any building constructed on the subject real estate after the execution of this agreement shall be connected to the City's sewer system and water system at the expense of the owner of such real estate at the time of the construction of the building.
7. The parties acknowledge that construction of the water main and sewer main projects are dependent upon the cooperation of the railroad to permit boring under the railroad. The timeliness of the railroad approval is not in control of either City or Developer. The parties agree to cooperate with each other to obtain the needed permits to bore under the railroad tracks. Any railroad delay in granting such permits may affect the parties' intended time frames.

CHARGES FOR WATER AND SEWER SERVICES

The City reserves the right to modify the charges for water service and sewer service to all parcels during the term of this agreement or any extensions. It is agreed that such water rates and sewer rates shall be modified in accordance with the statutory procedures for the modification of water rates and sewer rates. The rates charged for the water and sewer services to the subject real estate by any amended water or sewer rate ordinance will be the same charges that apply to any other similarly situated property in the City of Goshen.

ANNEXATION AND EASEMENTS

1. The Tract 3 real estate is in the current corporate boundaries of the City of Goshen and is part of the Lippert/Dierdorff Economic Development Area and the Lippert/Dierdorff Tax Increment Financing District. The Tract 3 real estate will be removed from the Lippert/Dierdorff Tax Increment Finance District and placed in the New Allocation Area.
2. Developer agrees to consent to City annexing the Tract 1 real estate and Tract 2 real estate and adding the Tract 1 real estate and Tract 2 real estate to the New Allocation Area that includes the Tract 3 real estate.
3. City agrees to commence the annexation proceedings and the process to add the Tract 1 real estate and Tract 2 real estate to the New Allocation Area as set forth above as soon as Developer has commenced plans for construction of buildings on the Tract 1 real estate and/or Tract 2 real estate.
4. The annexation and adding the parcels to the New Allocation Area must commence prior to starting building construction on either the Tract 1 real estate or Tract 2 real estate.
5. City agrees to begin the annexation process as soon as Developer instructs City to add the Tract 1 real estate and Tract 2 real estate to the above-referenced New Allocation Area.

6. City agrees to begin the process to add Tract 1 real estate and Tract 2 real estate to the New Allocation Area as soon as the annexation process is commenced.
7. Developer agrees to commence the construction of two new manufacturing buildings and one lamination building within the New Allocation Area by December 31, 2021 and to complete such construction by December 2022.
8. In the event that any rights-of-way or easements to be donated to the City pursuant to this Agreement for the Tract 1, Tract 2 or Tract 3 real estate and the Developer does not own all or any portion of said tracts of real estate, Ryan Thwaites and/or Larry Schrock agree to donate any such rights-of-way or easements for all or any portion of the Tract 1, Tract 2 or Tract 3 real estate held by Ryan Thwaites and/or Larry Schrock.

WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

Developer and their successors in title and any person tapping into any of the water or sewer mains constructed as a result of this agreement, waive and release any right to remonstrate against any pending or future annexation of any of the affected real estate. This waiver is given in consideration for the right to connect into the water mains and/or sewer mains constructed and the right to receive City water and sewer services.

MISCELLANEOUS

1. Developer agrees that upon the sale of any portion of any of the subject real estate, Developer will advise the purchaser in writing of this agreement prior to the sale. Any successor in interest to the subject real estate assumes the obligations set forth in this agreement.
2. If it becomes necessary for any party to this agreement to institute litigation in order to enforce or construe the terms and provisions of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such litigation from the non-prevailing party.
3. No remedy conferred upon any party to this agreement is intended to be exclusive of any other remedy provided or permitted by law, but each remedy shall be cumulative and shall be in addition to any other remedy given under the terms of this agreement or existing at law or equity. Every power or remedy provided in this agreement may be exercised concurrently or independently and as often as deemed appropriate.
4. This agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The venue for any action brought by any party relating to or arising out of this agreement shall be in Elkhart County, State of Indiana.

5. This agreement shall be binding upon and inure to the benefit of the parties to this agreement and for all purposes shall be deemed a covenant running with the land to remain in full force and effect until all obligations under the agreement have been completed. The subject real estate will be governed by the ordinances of the City of Goshen.
6. This agreement contains the entire agreement between the parties respecting the matters set forth.
7. The City of Goshen represents that it has received the approval of this development agreement from the Goshen Common Council.

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

City of Goshen, Indiana

Last Dance, LLC

Goshen Common Council

By Jeremy P. Stutsman, Mayor and Presiding Officer

By: Ryan Thwaites, Member

Date: _____

Date: _____

Goshen Board of Public Works and Safety

By Jeremy P. Stutsman, Mayor

Date: _____

Goshen Redevelopment Commission

By Vince Turner, President

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Ryan Thwaites, as a Member of Last Dance, LLC, 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.

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

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

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, Mayor and Presiding Officer, on behalf of the Goshen Common Council and City of Goshen, 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.

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

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

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, Mayor, on behalf of the Goshen Board of Public Works and Safety and City of Goshen, 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.

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

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

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Vince Turner, President on behalf of the Goshen Redevelopment Commission and City of Goshen, 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.

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, Goshen City Attorney, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 533-9536.

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 - DEVELOPMENT AREA

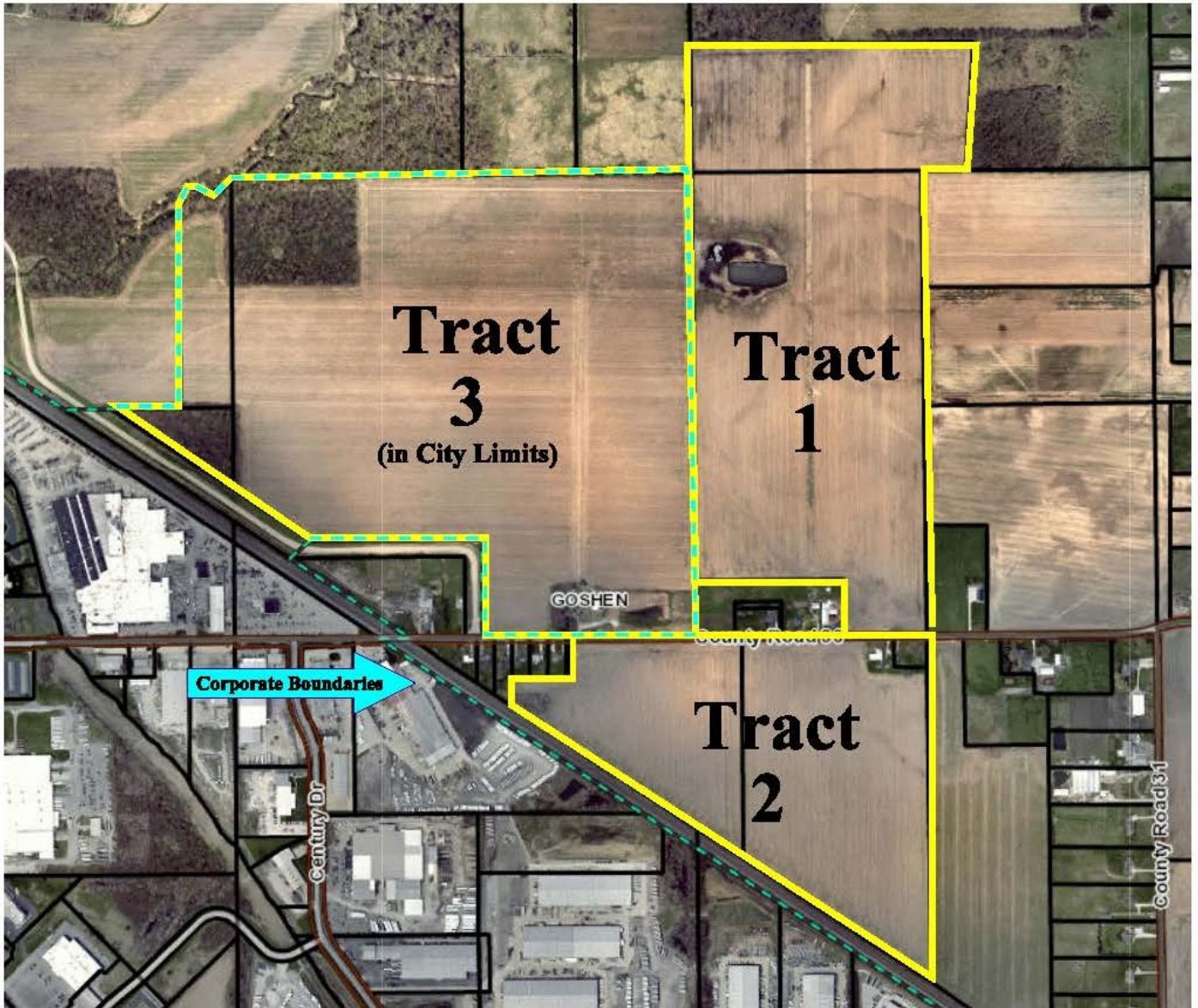


EXHIBIT B – DEVELOPMENT AREA DESCRIBED

TRACT 1 (Parcel Numbers 20-1 1-13-200-005.000-014 and 20-11-13-400-006.000-014)

A PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, SURVEYED BY RONNIE L. JUSTICE, REGISTRATION NUMBER 80900004, WITH ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC., AS SHOWN ON PROJECT NUMBER 201101 CERTIFIED ON NOVEMBER 3, 2020, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 HAVING A BEARING OF NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST); COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH THE EAST LINE OF A TRACT OF LAND CONVEYED TO RYAN THWA ITS AND LARRY SCHROCK IN ELKHART COUNTY DEED RECORD 2020-11865, A DISTANCE OF 320.49 FEET TO A #5 REBAR FOUND AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH SAID LINE, A DISTANCE OF 2327.58 FEET TO A THREE QUARTER INCH REBAR FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 AND BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO VERNON AND WANDA SCHLABACH IN ELKHART COUNTY DEED RECORD 2017-07742; THENCE NORTH 00 DEGREES 28 MINUTES 34 SECONDS WEST, WITH THE EAST LINE OF SAID SCHLABACH LAND, A DISTANCE OF 732.81 FEET TO A THREE QUARTER INCH REBAR AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO DANA L. MILLER IN ELKHART COUNTY DEED RECORD 93003206; THENCE NORTH 89 DEGREES 29 MINUTES 51 SECONDS EAST WITH SAID MILLER LAND, A DISTANCE OF 1607.17 FEET TO A REBAR; THENCE SOUTH 03 DEGREES 14 MINUTES 28 SECONDS WEST, WITH SAID MILLER LAND, A DISTANCE OF 739.44 FEET TO A REBAR WITH CAP STAMPED BRADS-KO ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO SPRINGVIEW LAND HOLDINGS, LLC IN ELKHART COUNTY DEED RECORD 2019-06807; THENCE SOUTH 89 DEGREES 40 MINUTES 59 SECONDS WEST, WITH THE NORTH LINE OF SAID LAND, A DISTANCE OF 247.27 FEET TO A REBAR; THENCE SOUTH 00 DEGREES 25 MINUTES 47 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 2021.27 FEET TO A REBAR WITH CAP STAMPED PCB AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MOLAR MANAGEMENT, LLC IN ELKHART COUNTY DEED RECORD 2020-22405; THENCE SOUTH 00 DEGREES 42 MINUTES 10 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 626.09 FEET TO A SURVEY MARK SPIKE ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 472.08 FEET TO A SURVEY MARK SPIKE AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO TRI-COUNTY LAND TRUSTEE CORPORATION IN ELKHART COUNTY DEED RECORD 2013-06108; THENCE NORTH 00 DEGREES 20 MINUTES 44 SECONDS WEST WITH THE EAST LINE OF SAID LAND, A DISTANCE OF 320.49 FEET TO A #5 REBAR AT THE NORTHEAST CORNER OF SAID LAND; THENCE SOUTH 89 DEGREES 39 MINUTES 16 SECONDS WEST, WITH THE NORTH LINE OF SAID LAND, A DISTANCE OF 845.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 100.36 ACRES, MORE OR LESS.

TRACT 2 (Parcel Numbers 20-1-24-201-001.000-014, 20-11-24-126-011.000-014 and 20-11-24-201-002.000-014)

PART OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, SURVEYED BY RONNIE L. JUSTICE, REGISTRATION NUMBER 80900004, WITH ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC., AS SHOWN ON PROJECT NUMBER 210101 CERTIFIED ON JANUARY 7, 2021, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24 HAVING A BEARING OF NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST); BEGINNING AT A HARRISON MONUMENT MARKING THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1320.73 FEET TO A MAG NAIL AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE STANLEY D. MILLER REVOCABLE TRUST DATED THE 18TH DAY OF JULY 2007; THENCE SOUTH 00 DEGREES 42 MINUTES 25 SECONDS EAST WITH THE WEST LINE OF SAID MILLER LAND, A DISTANCE OF 1979.96 FEET TO A REBAR WITH CAP (JUSTICE 900004) ON THE NORTH RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILWAY COMPANY; THENCE NORTH 56 DEGREES 31 MINUTES 53 SECONDS WEST, WITH THE NORTH RIGHT OF WAY WITH THE NORFOLK SOUTHERN RAILWAY COMPANY, A DISTANCE OF 2857.74 FEET TO A REBAR FOUND AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO KATHLEEN S. EMERY IN ELKHART COUNTY DEED RECORD 2014-08913; THENCE NORTH 00 DEGREES 43 MINUTES 38 SECONDS WEST, WITH THE EAST LINE OF SAID EMERY LAND, A DISTANCE OF 164.93 FEET TO A REBAR AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO DAVID AND SARAH LAMBRIGHT IN ELKHART COUNTY DEED RECORD 2020-05774; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, WITH THE SOUTH LINE OF SAID LAMBRIGHT LAND, THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO REESE SCHMUCKER IN ELKHART COUNTY DEED RECORD 2018-05528 AND THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO SIX MILE LAKE INVESTMENTS, LLC IN DEED RECORD 2016-13337, A DISTANCE OF 314.95 FEET TO A REBAR AT THE SOUTHEAST CORNER OF THE SIX MILE LAKE INVESTMENTS, LLC PROPERTY; THENCE NORTH 00 DEGREES 54 MINUTES 25 SECONDS WEST, WITH THE EAST LINE OF SAID LAND, A DISTANCE OF 224.93 FEET (225 FEET RECORDED) TO A MAG NAIL ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 89 DEGREES 40 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 729.93 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 62.69 ACRES, MORE OR LESS.

TRACT 3 (Parcel Numbers 20-11-13-300-001.000-015, 20-11-14-426-002.000-015 and 20-11-14-478-001.000-015)

Parcel 1 (Parcel Number 20-11-13-300-001.000-015)

The Southwest Quarter of Section 13, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana.

EXCEPTING THEREFROM that portion lying South and West of the New York Central, containing 5 acres, more or less.

ALSO EXCEPTING the following described tract: Commencing at a stone marking the Southwest corner of Section 13, Township 36 North, Range 6 East, Elkhart County, Indiana; thence South 89 degrees 47 minutes East, along the South line of said Section, 1000.9 feet to an iron stake on the East right-of-way line of the New York Central Railroad, said iron stake being the place of beginning of this description; thence continuing South 89 degrees 47 minutes East, along the South line of said Section 13, 317.9 feet to an iron stake at the Southeast corner of the West half of the Southwest Quarter of Section 13; thence North along the East line of said West half of the Southwest Quarter of Section 13, 462.6 feet to an iron take; thence West 1001.1 feet to an iron stake on the aforesaid East right-of-way of the New York Central Railroad; thence South 55 degrees 58 minutes East along said East right-of-way line, 824.4 feet to the place of beginning.

Parcel 2 (Parcel Number 20-11-14-426-002.000-015)

A part of the Southeast Quarter of Section 14, Township 36 North, Range 6 East, 2nd Principal Meridian, Elkhart Township, Elkhart County, Indiana, being part of a tract of land conveyed to Elkhart County 4-H and Agricultural Exposition, Inc., as described in Document Number 2011-013502 in the Office of the Elkhart County Recorder, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 14; thence North 0 degrees 7 minutes 2 seconds East along the East line of the Southeast Quarter of Section 14, a distance of 1323.45 feet to the Northeast corner of land conveyed to Stephen L. Fidler, Kelly J. Webb, and Karen M. Fidler as described in Deed Record 428, page 875, and also being the place of beginning of this description; thence continuing North 0 degrees 7 minutes 2 seconds East along the East line of the Southeast Quarter of Section 14 a distance of 1297.1 feet, more or less, to the center of Rock Run Creek; thence meandering Southwesterly along the centerline thread of Rock Run Creek, a distance of 400 feet more or less to a point which lies 298 feet perpendicular to the East line of the Southeast Quarter of Section 14; thence South 0 degrees 7 minutes 2 seconds West parallel with and 298 feet equidistant from the East line of the Southeast Quarter of Section 14, a distance of 1143.75 feet to the North line of said Fidler, Webb, and Fidler parcel; thence North 89 degrees 49 minutes 4 seconds East along said North line a distance of 298 feet to the place of beginning.

Parcel 3 (Parcel Number 20-11-14-478-001.000-015)

A part of the Southeast Quarter of Section 14, Township 36 North, Range 6 East, Elkhart County, Indiana, more particularly described as follows:

Commencing at a stone in the centerline of County Road Number 36, said stone marking the Southeast corner of the Southeast Quarter of Section 14, Township 36 North, Range 6 East; thence due North on an assumed bearing along the East line of the Southeast Quarter of Section 14, 671.9 feet to an iron stake on the North right of way line of the New York Central Railroad and the place of beginning of this description; thence continuing along said described bearing, 651.95 feet; thence South 89 degrees 45 minutes West, 958.8 feet to an iron stake on the North right of way line of the New York Central Railroad; thence South 55 degrees 57 minutes East along the North line of the New York Central Railroad, 1157.87 feet to the place of beginning of this description.

EXCEPTING THEREFROM the following:

A part of the Southwest Quarter of Section 13, and a part of the Southeast Quarter of Section 14, Township 36 North, Range 6 East, 2nd Principal Meridian, Elkhart Township, Elkhart County, Indiana, and being part of a tract of land conveyed to Stephen L. Fidler, Kelly J. Webb, and Karen M. Fidler, as tenants in common, each the owner of an undivided 1/3 interest as described in Deed Record 428, page 875 in the Office of the Elkhart County Recorder, and being more particularly described as follows:

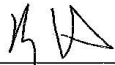
Commencing at the Southwest corner of said Section 13; thence South 89 degrees 47 minutes East, along the South line of said Section 13, a distance of 1000.9 feet to an iron stake on the Easterly right-of-way line of the Pennsylvania Lines, LLC (Formerly New York Central Railroad) as described in Document Number 99-25426, said iron stake marking the Southwest corner of said Borkholder parcel; thence continuing South 89 degrees 47 minutes East on the South line of said Section 13 and the South line of said Borkholder parcel a distance of 317.9 feet to an iron stake marking the Southeast corner of said Borkholder parcel and also being the Southeast corner of the West half of the Southwest Quarter of said Section 13 and the place of beginning of this description; thence North along the East line of the West half of the Southwest Quarter of said Section 13 and the East line of said Borkholder parcel a distance of 462.6 feet to the Northeast corner of said Borkholder parcel; thence West along the North line of said Borkholder parcel, a distance of 1001.1 feet to an iron stake on the Easterly right-of-way line of said Pennsylvania Lines LLC parcel; thence North 55 degrees 57 minutes West along the Easterly right-of-way line of said Pennsylvania Lines LLC parcel, a distance of 382.8 more or less to the intersection of the West line of the Southwest Quarter of said Section 13, said intersection also being the Southeast corner of Tract 2 of said Fidler, Webb, and Fidler parcel; thence continuing North 55 degrees 57 minutes West along the Easterly right-of-way line of said Pennsylvania Lines LLC parcel, a distance of 1154.9 feet, more or less to the intersection of the North line of Tract 2 of said Fidler, Webb and Fidler parcel; thence South 89 degrees 45 minutes East along the North line of Tract 2 of said Fidler, Webb and Fidler parcel, a distance of 265.9 feet, more or less, to a point lying 150 feet perpendicular to the Easterly right-of-way line of said Pennsylvania Lines LLC parcel; thence South 55 degrees 57 minutes East parallel with and 150 feet equidistant from the Easterly right-of-way line of said Pennsylvania Lines LLC parcel, a distance of 834 feet, more or less to the East line of Tract 2 of said Fidler, Webb and Fidler parcel, also being the West line of the Southwest Quarter of said Section 13; thence continuing South 55 degrees 57 minutes East parallel with and 150 feet equidistant from the Easterly right-of-way line of said Pennsylvania Lines LLC parcel, a distance of 527.5 feet, more or less, to a point lying 100 feet perpendicular to the North line of said Borkholder parcel; thence East parallel with and 100 feet equidistant from the North line of said Borkholder parcel, a distance of 981. 7 feet, more or less, to a point lying 100 feet perpendicular to the Northerly extension of the East line of said Borkholder parcel; thence South parallel with and 100 feet equidistant from the East line and said East line extended of said Borkholder parcel a distance of 563 feet more or less to the South line of the Southwest Quarter of said Section 13; thence North 89 degrees 47 minutes West a distance of 100 feet, more or less, along the South line of the Southwest Quarter of said Section 13 to the place of beginning of this description.

EXHIBIT C

PETITION FOR ANNEXATION INTO THE CITY OF GOSHEN


COMES NOW the undersigned, hereinafter collectively referred to as "Petitioner," and petitions the Goshen Common Council to annex certain real estate located outside, but contiguous to the corporate limits of the City of Goshen. In support of this Petition, the Petitioner alleges and says:

- (1) The real estate sought for annexation into the City of Goshen, hereinafter referred to as the "Subject Real Estate", is generally located on County Road 36 east of the rail road and west of County Road 31 as depicted on the map attached as Exhibit A and more particularly described in Exhibit B.
- (2) At least one-eighth (1/8) or (12.5%) of the aggregate external boundaries of the Subject Real Estate are contiguous with the corporate limits of the City of Goshen.
- (3) Petitioner represents one hundred percent (100%) of the owners of the Subject Real Estate.
- (4) Petitioner requests that the Goshen Common Council adopt an ordinance to annex the Subject Real Estate described in this petition into the City of Goshen.



Ryan Thwait

Date: 2-24-21



Douglas W. Thwait

Date: 2-24-21



Nancy L. Thwait

Date: 2/24/21

Exhibit A

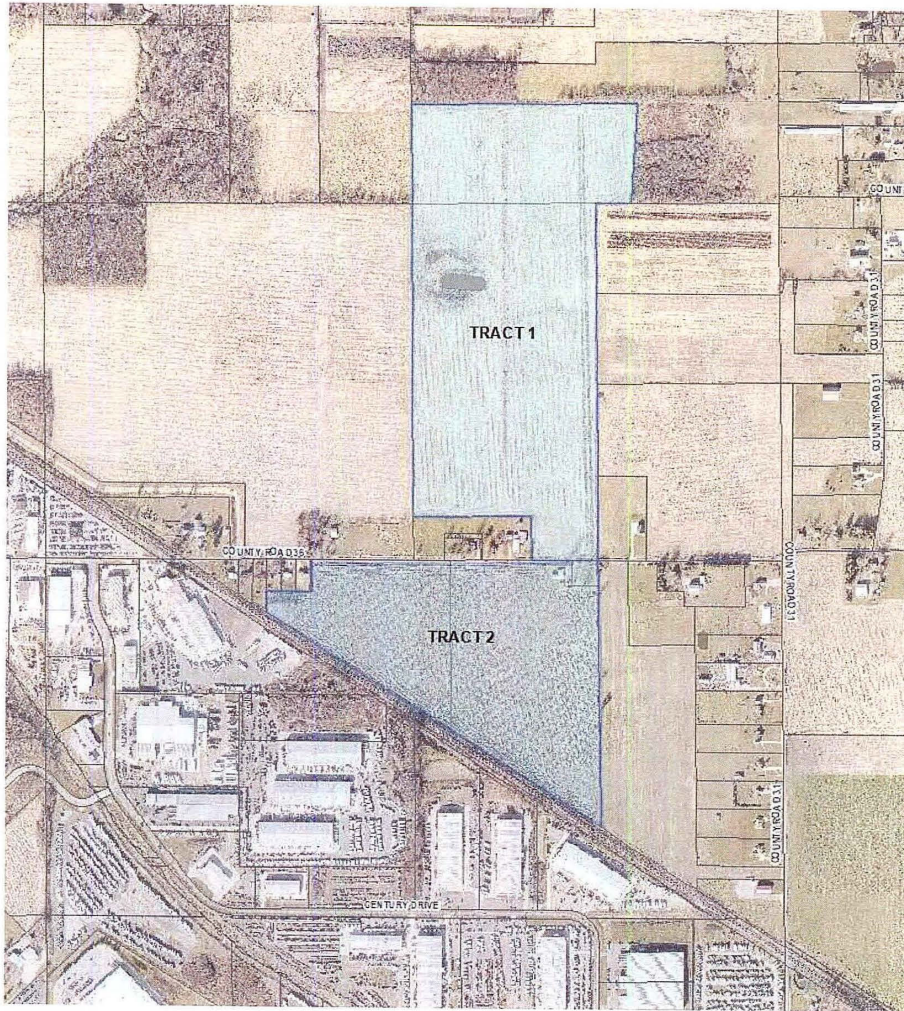


Exhibit B

TRACT 1 (Parcel 20-11-13-200-005.000-014 and 20-11-13-400-006.000-014)

A PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, SURVEYED BY RONNIE L. JUSTICE, REGISTRATION NUMBER 80900004, WITH ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC., AS SHOWN ON PROJECT NUMBER 201101 CERTIFIED ON NOVEMBER 3, 2020, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 HAVING A BEARING OF NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST): COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH THE EAST LINE OF A TRACT OF LAND CONVEYED TO RYAN THWAITS AND LARRY SCHROCK IN ELKHART COUNTY DEED RECORD 2020-11865, A DISTANCE OF 320.49 FEET TO A #5 REBAR FOUND AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH SAID LINE, A DISTANCE OF 2327.58 FEET TO A THREE QUARTER INCH REBAR FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 AND BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO VERNON AND WANDA SCHLABACH IN ELKHART COUNTY DEED RECORD 2017-07742; THENCE NORTH 00 DEGREES 28 MINUTES 34 SECONDS WEST, WITH THE EAST LINE OF SAID SCHLABACH LAND, A DISTANCE OF 732.81 FEET TO A THREE QUARTER INCH REBAR AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO DANA L. MILLER IN ELKHART COUNTY DEED RECORD 93003206; THENCE NORTH 89 DEGREES 29 MINUTES 51 SECONDS EAST WITH SAID MILLER LAND, A DISTANCE OF 1607.17 FEET TO A REBAR; THENCE SOUTH 03 DEGREES 14 MINUTES 28 SECONDS WEST, WITH SAID MILLER LAND, A DISTANCE OF 739.44 FEET TO A REBAR WITH CAP STAMPED BRADS-KO ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO SPRINGVIEW LAND HOLDINGS, LLC IN ELKHART COUNTY DEED RECORD 2019-06807; THENCE SOUTH 89 DEGREES 40 MINUTES 59 SECONDS WEST, WITH THE NORTH LINE OF SAID LAND, A DISTANCE OF 247.27 FEET TO A REBAR; THENCE SOUTH 00 DEGREES 25 MINUTES 47 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 2021.27 FEET TO A REBAR WITH CAP STAMPED PCB AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MOLAR MANAGEMENT, LLC IN ELKHART COUNTY DEED RECORD 2020-22405; THENCE SOUTH 00 DEGREES 42 MINUTES 10 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 626.09 FEET TO A SURVEY MARK SPIKE ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 472.08 FEET TO A SURVEY MARK SPIKE AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO TRI-COUNTY LAND TRUSTEE CORPORATION IN ELKHART COUNTY DEED RECORD 2013-06108; THENCE NORTH 00 DEGREES 20 MINUTES 44 SECONDS WEST WITH THE EAST LINE OF SAID LAND, A DISTANCE OF 320.49 FEET TO A #5 REBAR AT THE NORTHEAST CORNER OF SAID LAND; THENCE SOUTH 89 DEGREES 39 MINUTES 16 SECONDS WEST, WITH THE NORTH LINE OF

SAID LAND, A DISTANCE OF 845.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 100.36 ACRES, MORE OR LESS.

TRACT 2 (20-11-24-201-001.000-014, 20-11-24-126-011.000-014 and 20-11-24-201-002.000-014)

Part of the Northwest and Northeast Quarters of Section 24, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, surveyed by Ronnie L. Justice, Registration Number 80900004, with Advanced Land Surveying of Northern Indiana Inc., as shown on Project Number 210101 certified on January 7, 2021, and being more particularly described as follows (bearings in this description are based on the north line of the Northeast Quarter of said Section 24 having a bearing of North 89 degrees 39 minutes 12 seconds East): Beginning at a Harrison monument marking the North Quarter corner of Section 24, Township 36 North, Range 6 East; thence North 89 degrees 39 minutes 12 seconds East, along the north line of the Northeast Quarter of said Section 24, a distance of 1320.73 feet to a mag nail at the northwest corner of a tract of land conveyed to the Stanley D. Miller Revocable Trust dated the 18th day of July 2007; thence South 00 degrees 42 minutes 25 seconds East with the west line of said Miller land, a distance of 1979.96 feet to a rebar with cap (Justice 900004) on the north right of way of the Norfolk Southern Railway Company; thence North 56 degrees 31 minutes 53 seconds West, with the north right of way with the Norfolk Southern Railway Company, a distance of 2857.74 feet to a rebar found at the southeast corner of a tract of land conveyed to Kathleen S. Emery in Elkhart County Deed Record 2014-08913; thence North 00 degrees 43 minutes 38 seconds West, with the east line of said Emery land, a distance of 164.93 feet to a rebar at the southwest corner of a tract of land conveyed to David and Sarah Lambright in Elkhart County Deed Record 2020-05774; thence North 89 degrees 40 minutes 10 seconds East, with the south line of said Lambright land, the south line of a tract of land conveyed to Reese Schmucker in Elkhart County Deed Record 2018-05528 and the south line of a tract of land conveyed to Six Mile Lake Investments, LLC in Deed Record 2016-13337, a distance of 314.95 feet to a rebar at the southeast corner of the Six Mile Lake Investments, LLC property; thence North 00 degrees 54 minutes 25 seconds West, with the east line of said land, a distance of 224.93 feet (225 feet recorded) to a mag nail on the north line of the Northwest Quarter of said Section 24; thence North 89 degrees 40 minutes 30 seconds East, along the north line of said Northwest Quarter, a distance of 729.93 feet to the point of beginning of this description, containing 62.69 acres, more or less.

RESOLUTION 38-2021

Approve Request to Authorize Execution of an Engagement Letter with BakerTilly for Advisory Services associated with the East College Avenue Development Bond

WHEREAS as part of the Development Agreement for East College Avenue project, a bond will be issued by the City and purchased by the developer to fund a large portion of the public infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the Redevelopment Commission approve Execution of an Engagement Letter with BakerTilly for Advisory Services associated with the East College Avenue Development Bond.

PASSED and ADOPTED on June 8, 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: June 8, 2021

RE: Request to Authorize Execution of an Engagement Letter with BakerTilly for Advisory Services associated with the East College Avenue Development Bond

As part of the Development Agreement for the East College Avenue project, a bond will be issued by the City and purchased by the Developer to fund a large portion of the public infrastructure. We are requesting the Commission's approval of the attached Engagement Letter from BakerTilly for their advisory services that will be required with the bond. The work will be completed on a time-and-materials basis and, while approved by the Commission, payment to BakerTilly is actually from the bond once it's issued. These fees have already been calculated into the attached bond scenario and this agreement is in line with the services they've provided on previous Redevelopment bonds.



Baker Tilly US, LLP
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Indianapolis, IN 46240
United States of America

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bakertilly.com

March 22, 2021

Goshen Redevelopment Commission
202 S. Fifth Street, Suite 2
Goshen, IN 46528

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the Goshen Redevelopment Commission (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by the Director of Community Development, Director of Public Works or their specifically designated representatives and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of IP

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Contractor prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

If Audit, Tax work, bond work or regulated work is included, Baker Tilly needs to retain ownership.

Any supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. Baker Tilly may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If Baker Tilly is required by law, regulation or professional standards to make certain documentation available to required third parties, the Client authorizes Baker Tilly to do so, provided the client is notified of the information released to a third party, to the extent permitted by applicable law or regulation, and why Baker Tilly believes it is required to release the information. Subject to applicable law, regulation or professional standards, and mutual written agreement of the parties, Goshen Redevelopment is entitled to copies of such documentation but is not permitted to release such documentation to third parties without Baker Tilly's consent or a court order.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation

or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief. Any mediation or litigation shall take place in Elkhart or St. Joseph Counties in Indiana.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twenty-four months (24) months after the completion of the services.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

Jason G. Semler, Partner

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC) and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA.

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 3

County Road 36 Project

ESTIMATED TAX INCREMENT FOR THE PROPOSED DEVELOPMENT

	January 1 Completion Date (1)	Estimated Sq. Ft. (2)	Estimated Assessed Value / Sq. Ft. (3)	Estimated Assessed Value				
				Year Payable				
				2023 (4)	2024-2025	2026	2027	2028
Proposed Development (2)								
Manufacturing Building 1	2023	141,750	\$40	\$2,835,000	\$5,670,000	\$5,670,000	\$5,670,000	\$5,670,000
Manufacturing Building 2	2023	141,750	40	2,835,000	5,670,000	5,670,000	5,670,000	5,670,000
Lamination Building	2023	105,000	40	2,100,000	4,200,000	4,200,000	4,200,000	4,200,000
Manufacturing Building 3	2025	141,750	40			5,670,000	5,670,000	5,670,000
Manufacturing Building 4	2026	141,750	40				5,670,000	5,670,000
Manufacturing Building 5	2027	141,750	40					5,670,000
Estimated Net Assessed Value				7,770,000	15,540,000	21,210,000	26,880,000	32,550,000
Less: Base Assessed Value (5)				(267,100)	(267,100)	(267,100)	(267,100)	(267,100)
Estimated Incremental Assessed Value				7,502,900	15,272,900	20,942,900	26,612,900	32,282,900
Times: Net Tax Rate (6)				\$3.5058	\$3.5058	\$3.5058	\$3.5058	\$3.5058
Estimated Property Taxes Paid				263,040	535,440	734,220	933,000	1,131,770
Less: Estimated Circuit Breaker Credit (7)				0	0	0	0	0
Estimated Net Property Taxes				263,040	535,440	734,220	933,000	1,131,770
Less: Estimated Referendum Taxes (8)				(51,150)	(104,130)	(142,790)	(181,450)	(220,100)
Estimated Tax Increment				211,890	431,310	591,430	751,550	911,670
Plus: Additional TIF from LIT PTRC (9)				13,140	26,770	36,710	46,650	56,590
Estimated Net Tax Increment				\$225,030	\$458,080	\$628,140	\$798,200	\$968,260

- (1) Per Developer representatives. Assumes the first taxes payable year will be the year following the January 1 assessment date.
- (2) Per Developer representatives.
- (3) Estimated assessed values are based upon comparable properties located within Elkhart County. The actual assessed values will be determined by the Elkhart County Assessor upon completion, and the actual assessed values may be materially different from the values assumed in this analysis.
- (4) Assumes Manufacturing Building 1, Manufacturing Building 2 and the Lamination Building will be 50% complete by January 1, 2022 for taxes payable 2023.
- (5) Represents the pay 2021 base assessed value for parcel 11-13-300-001-015.
- (6) Represents the pay 2021 tax rate for the Goshen City-Elkhart Township taxing district of \$3.6811, less the 2020 LIT Property Tax Replacement Credit of 5.8458%.
- (7) Accounts for the application of the Circuit Breaker Tax Credit, which limits property tax liability to 3.0% of gross assessed value for commercial property. The Goshen Community School Corporation combined referendum tax rate of \$0.6818 does not apply to the calculation of the Circuit Breaker Tax Credit.
- (8) Represents the taxes that will be captured by the Goshen Community School Corporation combined referendum tax rate of \$0.6818.
- (9) Represents the taxes from the LIT Property Tax Replacement Credit that will be reimbursed to the Redevelopment Commission in the form of Tax Increment.

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

(Subject to the attached letter dated February 16, 2021)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 3

County Road 36 Project

ILLUSTRATIVE PROJECT COSTS AND FUNDING

Assumes the Developer purchases the Bonds

Illustrative Project Costs:

Net proceeds available for the Project (1)	\$9,445,000
Capitlized interest through July 1, 2023 (2)	866,643
Allowance for Bond issuance costs and contingencies	<u>118,357</u>
Total Illustrative Project Costs	<u><u>\$10,430,000</u></u>

Illustrative Project Funding:

Illustrative Economic Development Revenue Bonds of 2021 (3)	<u><u>\$10,430,000</u></u>
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- (1) Represents bond proceeds, net of issuance costs, that will be available to fund capital costs related to the project.
- (2) The final financing structure will determine the amount of interest that will be capitalized.
- (3) Assumes the bonds will be purchased by the Developer or a related subsidiary and will be payable solely from tax increment generated in the proposed new Allocation Area.

(Subject to the attached letter dated February 16, 2021)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 3

County Road 36 Project

**ILLUSTRATIVE AMORTIZATION OF \$10,430,000 PRINCIPAL AMOUNT OF
ECONOMIC DEVELOPMENT REVENUE BONDS OF 2021**
Assumes Bonds dated May 19, 2021

Payment Date	Principal Outstanding	Principal	Illustrative Interest Rate	Illustrative Interest	Illustrative Capitalized Interest	Illustrative Total Debt Service	Illustrative Fiscal Year Debt Service
			(1)				
07/01/21	\$10,430,000			\$48,673	(\$48,673)	\$0	
01/01/22	10,430,000			208,600	(208,600)	0	\$0
07/01/22	10,430,000			208,600	(208,600)	0	
01/01/23	10,430,000			208,600	(208,600)	0	0
07/01/23	10,430,000			208,600	(192,170)	16,430	
01/01/24	10,430,000			208,600		208,600	225,030
07/01/24	10,430,000	\$20,000	4.00%	208,600		228,600	
01/01/25	10,410,000	21,000	4.00%	208,200		229,200	457,800
07/01/25	10,389,000	21,000	4.00%	207,780		228,780	
01/01/26	10,368,000	21,000	4.00%	207,360		228,360	457,140
07/01/26	10,347,000	107,000	4.00%	206,940		313,940	
01/01/27	10,240,000	109,000	4.00%	204,800		313,800	627,740
07/01/27	10,131,000	196,000	4.00%	202,620		398,620	
01/01/28	9,935,000	200,000	4.00%	198,700		398,700	797,320
07/01/28	9,735,000	289,000	4.00%	194,700		483,700	
01/01/29	9,446,000	295,000	4.00%	188,920		483,920	967,620
07/01/29	9,151,000	301,000	4.00%	183,020		484,020	
01/01/30	8,850,000	307,000	4.00%	177,000		484,000	968,020
07/01/30	8,543,000	313,000	4.00%	170,860		483,860	
01/01/31	8,230,000	319,000	4.00%	164,600		483,600	967,460
07/01/31	7,911,000	325,000	4.00%	158,220		483,220	
01/01/32	7,586,000	333,000	4.00%	151,720		484,720	967,940
07/01/32	7,253,000	338,000	4.00%	145,060		483,060	
01/01/33	6,915,000	346,000	4.00%	138,300		484,300	967,360
07/01/33	6,569,000	352,000	4.00%	131,380		483,380	
01/01/34	6,217,000	360,000	4.00%	124,340		484,340	967,720
07/01/34	5,857,000	367,000	4.00%	117,140		484,140	
01/01/35	5,490,000	374,000	4.00%	109,800		483,800	967,940
07/01/35	5,116,000	381,000	4.00%	102,320		483,320	
01/01/36	4,735,000	389,000	4.00%	94,700		483,700	967,020
07/01/36	4,346,000	397,000	4.00%	86,920		483,920	
01/01/37	3,949,000	405,000	4.00%	78,980		483,980	967,900
07/01/37	3,544,000	413,000	4.00%	70,880		483,880	
01/01/38	3,131,000	421,000	4.00%	62,620		483,620	967,500
07/01/38	2,710,000	429,000	4.00%	54,200		483,200	
01/01/39	2,281,000	439,000	4.00%	45,620		484,620	967,820
07/01/39	1,842,000	447,000	4.00%	36,840		483,840	
01/01/40	1,395,000	456,000	4.00%	27,900		483,900	967,740
07/01/40	939,000	465,000	4.00%	18,780		483,780	
01/01/41	474,000	474,000	4.00%	9,480		483,480	967,260
Totals		<u>\$10,430,000</u>		<u>\$5,580,973</u>	<u>(\$866,643)</u>	<u>\$15,144,330</u>	<u>\$15,144,330</u>

(1) The actual interest rate will be determined through negotiation with the Company, in its role as Bond purchaser. The actual interest rate may vary materially from the rate assumed in this analysis.

(Subject to the attached letter dated February 16, 2021)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 3

County Road 36 Project

**COMPARISON OF ESTIMATED ANNUAL TAX INCREMENT AND
ILLUSTRATIVE ANNUAL DEBT SERVICE**

Taxes Payable Year	Estimated Project Tax Increment	Illustrative Debt Service	Estimated Tax Increment Remaining
	(1)	(2)	
2023	\$225,030	(\$225,030)	\$0
2024	458,080	(457,800)	280
2025	458,080	(457,140)	940
2026	628,140	(627,740)	400
2027	798,200	(797,320)	880
2028	968,260	(967,620)	640
2029	968,260	(968,020)	240
2030	968,260	(967,460)	800
2031	968,260	(967,940)	320
2032	968,260	(967,360)	900
2033	968,260	(967,720)	540
2034	968,260	(967,940)	320
2035	968,260	(967,020)	1,240
2036	968,260	(967,900)	360
2037	968,260	(967,500)	760
2038	968,260	(967,820)	440
2039	968,260	(967,740)	520
2040	968,260	(967,260)	1,000
Totals	\$15,154,910	(\$15,144,330)	\$10,580

(1) See page 10. Represents the Proposed Project Tax Increment only.

(2) See page 12.

(Subject to the attached letter dated February 16, 2021)
(Preliminary - Subject to Change)
(For Internal Use Only)

RESOLUTION 39-2021

Approve Request to Execute an Agreement with Heron Environmental, LLC for Vapor Intrusion Assessment at 113 West Jefferson Street

WHEREAS the Goshen Redevelopment Commission has approved agreements to complete Phase 1 and Phase 2 Environmental Assessments at 113 West Jefferson Street.

WHEREAS a vapor intrusion assessment is now being recommended with a lump sum cost of \$3,980.00 and all work shall be completed no later than July 16, 2021.

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

PASSED and ADOPTED on June 8, 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: June 8, 2021

RE: Request to Execute an Agreement with Heron Environmental, LLC for a Vapor Intrusion Assessment 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 completed Phase I ESA recommended completion of a Phase II ESA, which was approved at last month's meeting and we've now received the final report. While no underground storage tanks (USTs) were found and no soil or groundwater contamination associated with the historic gas station use were detected in the sampling, PCE impacts were reported. Although the PCE levels are below IDEM's direct contact exposure levels and maximum contaminant levels for groundwater, a vapor intrusion assessment is now recommended to ensure that the vapors are not accumulating below the building slab and migrating into the buildings.

We are recommending that the Redevelopment Commission authorize execution of the attached agreement with Heron Environmental, LLC to complete the vapor intrusion assessment. Per the agreement, all work shall be completed no later than July 16, 2021, and the lump sum cost is \$3,980.

A copy of the summary of the Phase II ESA is attached, as well.

AGREEMENT

Vapor Intrusion Assessment for 113 West Jefferson Street, and 233 South Main Street, Goshen

THIS AGREEMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Heron Environmental, LLC** (“Contractor” or “HERON”), whose mailing address is PO Box 821, Elkhart, IN 46515, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (“City”).

WHEREAS HERON completed a Phase I Environmental Site Assessment, dated February 23, 2021, and a Phase II Environmental Site Assessment, dated May 21, 2021, identifying recognized environmental conditions in connection with the property at 113 West Jefferson Street and 233 South Main Street, Goshen (the “Property”).

WHEREAS the Phase II Environmental Site Assessment concluded that a vapor intrusion assessment is recommended at the Property to assess the potential vapor exposure condition and mitigation measures that may be needed.

WHEREAS City desires to engage HERON, and HERON agrees to perform a Vapor Intrusion Assessment of the Property.

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

Section 1. Scope of Services.

HERON shall provide the following services under this agreement which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to perform a Vapor Intrusion Assessment for 113 West Jefferson Street and 233 South Main Street, Goshen, Indiana (the Property). The Property is identified as Parcel Nos. 20-11-09-414-030.000-015 and 20-11-09-414-029.000-015, totaling approximately 0.25-acres and currently improved with a commercial building that totals approximately 3,350-square feet. The Vapor Intrusion (VI) Assessment shall include the following scope:

(A) Task 1 – Indoor Air Sampling

The commercial building at the Property totals approximately 3,300-square feet. The Indiana Department of Environmental Management (IDEM) Remediation Closure Guide (RCG) recommends collecting three samples for VI assessment at commercial buildings with a footprint less than 5,000-square feet. As such, HERON proposes that three indoor air (IA) samples will be collected within the building. Each IA sample will consist of a laboratory-supplied Summa™ canister for 8-hour sample collection. In addition, one ambient air background sample will also be collected from an exterior, upwind location.

Once positioned, the valves on the flow controls of the Summa™ canisters will be opened and initial vacuum readings recorded along with start date and time. At the end of the sample collection, the final vacuum reading of each canister will be recorded, the flow valve on each canister closed, and the time recorded. Each canister will be carefully packed into their original shipping containers with chain-of-custody documentation and submitted for laboratory analysis of volatile organic compounds (VOCs) via Method TO-15.

(B) Task 2 – Paired Soil Gas Sampling

Following IA sample collection, sub-slab monitoring points will be installed for soil gas sub-slab (SGss) sample collection. The SGss points will be installed in the vicinity of the IA sample locations.

Sub-slab monitoring points are installed by drilling a 1.5-inch diameter hole partially through the slab, with an inner 5/8-inch hole drilled completely through the slab. A Vapor Pin® is then installed in the hole. For sample collection a dedicated section of 1/4-inch diameter fluoropolymer tubing will be connected to the Vapor Pin®. Ambient air is then purged from the tubing and pin using a hand pump. The tubing is then connected to a laboratory provided Summa cannister. As part of leak testing to evaluate integrity of the seal around the sample port, one to two drops of isopropanol are applied to a swath of gauze and placed near the sample location. The cannister is opened, and a plastic tote placed over the sample pin, cannister, and gauze pad. Upon completion of sample collection, the tote is removed, the cannister closed and properly labeled with sample ID, cannister pressure readings (at start and stop) and collection times (start and stop). This process is completed at each individual sub-slab sample location and will include collection of a duplicate sample from one location.

(C) Report

Results of the VI assessment will be incorporated into a Vapor Intrusion Assessment Report to document all sample collection procedures and results. The results of the analysis of the IA and SGss samples will be compared to the current IDEM RCG screening tables and a discussion of the results will be provided along with conclusions describing further assessment or action, if needed.

The IDEM RCG recommends that VI assessment typically include sample collection at two different time periods to account for worst case conditions related to seasonal variability, with collection being during the winter heating season (approximately mid-November through March) and summer dry season (typically July through mid-September). At time of collection, the building should have heating/cooling systems operational with windows and doors closed. We note that this proposed assessment would be completed during the summer dry season. If the results of the IA/SGss samples do not indicate elevated contaminants of concern or a potential VEC, then the winter assessment may not be needed. If, however, results show a potential VEC, then a winter assessment would be needed to fully evaluate the VEC and determine appropriate mitigation, if necessary. As part of this assessment, HERON will also measure sub-slab pressure using a micro-manometer with a resolution of 0.001” water column (“wc) to determine the pressure differential between the indoor and sub-slab conditions as a further line of evidence for evaluating the potential VEC.

Section 1. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) HERON acknowledges that time is of the essence and that the timely performance of its services is an important element of this agreement. HERON shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the services.
- (C) HERON shall complete all services by July 16, 2021.

Section 2. Compensation.

City agrees to compensate HERON for all services under this agreement the as follows:

Coordination and Sample Collection Activities.....	\$1,350
Laboratory Analysis (8 samples @ \$210/sample)	\$1,680
Report Preparation	\$ 950
 Total Cost.....	 \$3,980

Section 3. Payment.

- (A) City shall pay HERON for services satisfactorily completed under this agreement.
- (B) Payment for services rendered shall be upon City’s receipt of a detailed invoice from HERON. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Redevelopment Commission
204 E. Jefferson Street, Suite 6
Goshen, IN 46528

- (C) Payment will be made within forty-five (45) days following City’s receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Invoices past due more than thirty (30) days will be assessed interest at a rate of eight percent (8%) per annum.
- (E) HERON is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

Section 4. Independent Contractor.

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City.

City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 5. Non-Discrimination.

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

Section 6. Employment Eligibility Verification.

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 7. Contracting with Relatives.

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

Section 8. Default.

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than seven (7) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 9. Termination.

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

Section 10. Notice.

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses,

or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

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

Contractor: Heron Environmental, LLC
PO Box 821
Elkhart, IN 46515

Section 11. Subcontracting or Assignment.

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

Section 12. Amendments.

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

Section 13. Waiver of Rights.

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

Section 14. Applicable Laws.

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

Section 15. Miscellaneous.

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of these agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 16. Severability.

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

Section 17. Binding Effect.

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

Section 18. Entire Agreement.

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

Section 19. Authority to Execute.

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

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

City of Goshen, Indiana
Redevelopment Commission

Heron Environmental, LLC

Mark Brinson
Community Development Director

James R. Bennett, President

Date: _____

Date: _____

PHASE II ENVIRONMENTAL SITE ASSESSMENT

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

Prepared for:

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

Prepared by:



Project No. 21-0505-2

May 21, 2021

1.0 INTRODUCTION

1.1 Purpose and Background

Heron Environmental, LLC (HERON) has prepared this Phase II Environmental Site Assessment to document activities that have been completed at the commercial property located at 233 S. Main Street and 113 W. Jefferson Street, in Goshen, Elkhart County, Indiana (the Property). HERON previously completed a Phase I Environmental Site Assessment dated February 23, 2021, which identified the following:

- A gasoline station operated at the Property from at least the 1940s through 1983. Limited closure documentation was only available for one underground storage tank (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 report 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.

1.2 Site Description

The Property is 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.

2.0 SCOPE OF WORK

2.1 Soil Sampling Methodology

On April 20, 2021, five soil borings were completed at the Property. Prior to boring completion, Ground Penetrating Radar Systems (GPRS) used ground penetrating radar (GPR) to identify any potential utilities and/or the presence of any suspect USTs beneath the building and at the south and west exteriors of the building. There were no anomalies identified that would be considered consistent with a UST.

Soil borings were placed at the following locations: Borings B-1, B-2 and B-3 were placed within the interior of the building at locations of heavy surficial oil staining, near the trench floor drain, and adjoining the in-ground hydraulic lift, respectively. Borings B-4 and B-5 were placed at the west exterior of the building, adjoining areas of surficial staining and hydrologically downgradient of the historical service station operations. Area groundwater reportedly flows westerly toward a hydraulic canal and the Elkhart River, located approximately 700-feet west of the Property. As such, the borings were placed hydrologically downgradient of the potential source areas. Property details and the soil boring locations are presented on the figure provided in Appendix A.

Each soil boring was advanced using a hydraulically driven, direct push sampling probe. The borings were advanced in 5-foot intervals and soil samples were collected from every 2-foot interval and split into two portions. For each sample, one portion was placed directly into laboratory provided sample containers and placed on ice in a cooler, while the other portion was placed in a plastic baggie for field screening. Field screening was completed with a photoionization detector (PID) to detect the presence of volatile organic vapors in parts per million (ppm). Soil conditions and field screening results were recorded on soil boring logs completed for each boring, which are provided in Appendix B.

One soil sample from each boring was selected and submitted for laboratory analysis based on the interval that demonstrated the highest field screening result. Soil samples were collected directly into laboratory supplied containers using terra-core samplers and US Environmental Protection Agency (US EPA) field preservation SW-846 Method 5035A and submitted for laboratory analysis of volatile organic

compounds (VOCs) using US EPA SW-846 Method 8260. Samples were placed on ice in a cooler for pickup and delivery by a laboratory provided courier to Microbac Laboratories in Merrillville, Indiana.

2.2 Groundwater Sampling Methodology

Following soil sample collection, a temporary well was 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 was used to pump the well until discharge became relatively free of suspended particles and groundwater samples were collected into laboratory supplied containers. Following sample collection, the temporary well was removed, and the borehole was backfilled with bentonite chips. The groundwater sample at each boring was collected directly into laboratory supplied containers and placed on ice in a cooler for pickup and delivery by a laboratory provided courier to Microbac Laboratories in Merrillville, Indiana. Groundwater samples were submitted for laboratory analysis of VOCs using US EPA SW-846 Method 8260.

3.0 FINDINGS

3.1 Geologic Findings

Each soil boring was completed to a total depth of 25-feet below ground surface (ft. bgs). Soil encountered at the Property generally consisted of reddish brown to brown, fine to coarse grain sand with trace to little gravel to boring termination. Saturated (i.e., groundwater) soil conditions were encountered at approximately 20 ft. bgs in each of the borings. Temporary wells were installed with the screen placed at a depth of approximately 15 to 25 ft. bgs in each boring for groundwater sample collection.

3.2 Field Screening Results

There was no visual or olfactory evidence of contamination observed in the soil borings and field screening did not result in any significantly elevated readings (i.e., greater than 10 ppm) on the PID. Based on the field screening, the 8-10 ft. bgs interval from B-1; 3-5 ft. bgs interval from B-2 and B-5; 13-15 ft. bgs interval from B-4; and 5-7 ft. bgs interval from B-4 were submitted for laboratory analysis.

3.3 Analytical Results

The laboratory analytical results for soil and groundwater samples are presented on Tables 1 and 2, respectively in Appendix C and the complete laboratory analytical report is provided in Appendix D.

The analytical results for all five soil samples reported acetone and tetrachloroethylene (PCE) at concentrations above their respective laboratory method detection limits (MDLs). Acetone is a common laboratory contaminant associated with equipment sterilization and the detected concentrations are well below established Indiana Department of Environmental Management (IDEM) applicable Remediation Closure Guide (RCG) screening levels. The reported PCE concentrations were also below applicable screening levels except for the sample from boring B-2, which reported a PCE concentration of 0.078 milligrams per kilogram (mg/kg), above the RCG migration to groundwater screening level of 0.045 mg/kg. The only other VOC reported above the MDL in soil samples was toluene at 0.0008 mg/kg in B-3, well below its RCG screening levels.



The analytical results for groundwater samples were similar, with the only VOCs reported above MDLs being acetone and PCE in each sample and toluene in the samples collected at borings B-1, B-2, and B-5. The acetone concentrations were 2.1 micrograms per liter (ug/L) or less, well below the RCG screening level of 14,000 ug/L, and the toluene concentrations were 0.34 ug/L or less, also well below the screening level of 1,000 ug/L. The PCE concentrations ranged from 0.51 to 1.0 ug/l, well below the screening level of 5 ug/l.

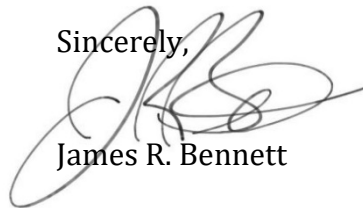
4.0 CONCLUSIONS

The results of this Phase II Environmental Site Assessment did not identify the presence of USTs or evidence that the historical USTs resulted in significant or widespread petroleum contamination at the Property. However, PCE, a chlorinated solvent and common degreaser used in automotive service and repair, was reported in each of the soil and groundwater samples collected at the Property. The presence of PCE in the subsurface is evidence of improper storage, use or disposal of hazardous materials or relates wastes. We note that PCE concentrations in soil are below the direct contact screening levels, and concentrations in groundwater were below the maximum contaminant levels for drinking water. Potable water at the Property is also provided via municipal service connection so there does not appear to be a significant potential for exposure via dermal contact or ingestion. The presence of PCE in soil beneath the building does however pose a potential for vapors to accumulate beneath the building slab and to migrate into the buildings, thereby creating a potential vapor exposure condition (VEC).

In conclusion, this Phase II Environmental Site Assessment has identified environmental conditions that warrant further assessment. A vapor intrusion assessment is recommended to assess the potential VEC and mitigation measures that may be needed.

HERON has prepared this Phase II Environmental Site Assessment in accordance with generally accepted industry standards of practice and consisting of a scope of work that would be considered reasonable and sufficient to identify the presence, nature and extent of a release as it impacts the Property. Should you have any questions or need any additional information please contact me at 574-333-4553 or via email at jbennett@heronenviro.com.

Sincerely,



James R. Bennett



APPENDIX A

FIGURE



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



FIGURE
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: May 2021 By: JRB

APPENDIX B
SOIL BORING LOGS



Client: **Goshen Redevelopment Commission**
 Project: **21-0505-2**
 Address: **233 S. Main St., Goshen, IN**

BORING LOG
 Boring No. **B-1**
 Page: **1 of 1**

Drilling Start Date: **04/20/2021 08:55**
 Drilling End Date:
 Drilling Company: **D&T Drilling**
 Drilling Method: **Direct Push**
 Drilling Equipment: **Geoprobe**
 Driller:
 Logged By: **James Bennett**

Boring Depth (ft): **25.0**
 Boring Diameter (in):
 Sampling Method(s): **Direct Push**
 DTW During Drilling (ft): **20.0**
 DTW After Drilling (ft):
 Ground Surface Elev. (ft):
 Location (X,Y):

DEPTH (ft)	LITHOLOGY	WATER LEVEL	BORING COMPLETION	COLLECT			SOIL/ROCK VISUAL DESCRIPTION	MEASURE		DEPTH (ft)
				Sample Type	Time	Blow Counts		Recovery (ft)	PID (ppm)	
0							(0') Concrete			0
1.2							(0.5') Well-graded SAND with silt (SW-SM); mostly fine-medium grained sand, few silt, loose, dry, dark reddish-brown			1.2
1.3							(2') Poorly graded GRAVEL with sand (GP); mostly coarse grained gravel, little medium-coarse sand, loose, dry, dark reddish, Brick			1.3
1.9							(2.5') Well-graded SAND with silt (SW-SM); mostly fine-medium grained sand, trace fine gravel, few silt, loose, dry, dark reddish-brown			1.9
2.8							(6') Poorly graded GRAVEL with sand (GP); mostly coarse grained gravel, little fine-medium sand, medium dense, dry, pale gray, Concrete/gravel			2.8
2.8							(7') Poorly graded SAND with gravel (SP); mostly fine grained sand, little fine gravel, few silt, medium dense, dry, dark reddish-brown	B-1 (8-10)		2.8
1.8										1.8
2.6							(13') Poorly graded SAND with gravel (SP); mostly fine-medium grained sand, little fine gravel, medium dense, moist, light reddish-brown			2.6
2.4										2.4
2.8										2.8
3.1							(20') Poorly graded SAND with gravel (SP); mostly medium-coarse grained sand, little fine gravel, medium dense, saturated, reddish-brown			3.1
2.5										2.5
25							(25') Boring terminated			25

NOTES:



Client: **Goshen Redevelopment Commission**
 Project: **21-0505-2**
 Address: **233 S. Main St., Goshen, IN**

BORING LOG
 Boring No. **B-2**
 Page: **1 of 1**

Drilling Start Date: **04/20/2021 10:55**
 Drilling End Date:
 Drilling Company: **D&T Drilling**
 Drilling Method: **Direct Push**
 Drilling Equipment: **Geoprobe**
 Driller:
 Logged By: **James Bennett**

Boring Depth (ft): **25.0**
 Boring Diameter (in):
 Sampling Method(s): **Direct Push**
 DTW During Drilling (ft): **20.0**
 DTW After Drilling (ft):
 Ground Surface Elev. (ft):
 Location (X,Y):

DEPTH (ft)	LITHOLOGY	WATER LEVEL	BORING COMPLETION	COLLECT				SOIL/ROCK VISUAL DESCRIPTION	MEASURE		DEPTH (ft)
				Sample Type	Time	Blow Counts	Recovery (ft)		PID (ppm)	Lab Sample	
0								(0') Concrete			0
0.5								(0.5') Well-graded SAND with silt (SW-SM); mostly fine-medium grained sand, trace fine gravel, few silt, loose, dry, dark reddish-brown			3.6
4.3				DP	11:00		4.00			B-2 (3-5)	4.3
5											5
5				DP	11:05		4.00				2.8
7								(7') Poorly graded SAND with gravel (SP); mostly fine grained sand, little fine gravel, few silt, medium dense, dry, dark reddish-brown			2.8
10											10
10				DP	11:10		4.50				3.1
13								(13') Poorly graded SAND with gravel (SP); mostly fine-medium grained sand, little fine gravel, medium dense, moist, light reddish-brown			4.0
15											15
15				DP	11:15		5.00				4.0
20											20
20				DP	11:25		4.50				3.7
20								(20') Poorly graded SAND with gravel (SP); mostly medium-coarse grained sand, little fine gravel, medium dense, saturated, dark reddish-brown			20
25											25
25								(25') Boring terminated			25
30											30

NOTES:



Client: **Goshen Redevelopment Commission**
 Project: **21-0505-2**
 Address: **233 S. Main St., Goshen, IN**

BORING LOG
 Boring No. **B-3**
 Page: **1 of 1**

Drilling Start Date: **04/22/2021 11:40**
 Drilling End Date:
 Drilling Company: **D&T Drilling**
 Drilling Method: **Direct Push**
 Drilling Equipment: **Geoprobe**
 Driller:
 Logged By: **James Bennett**

Boring Depth (ft): **25.0**
 Boring Diameter (in):
 Sampling Method(s): **Direct Push**
 DTW During Drilling (ft): **20.0**
 DTW After Drilling (ft):
 Ground Surface Elev. (ft):
 Location (X,Y):

DEPTH (ft)	LITHOLOGY	WATER LEVEL	BORING COMPLETION	COLLECT				SOIL/ROCK VISUAL DESCRIPTION	MEASURE		DEPTH (ft)
				Sample Type	Time	Blow Counts	Recovery (ft)		PID (ppm)	Lab Sample	
0								(0') Concrete			0
0.5								(0.5') Well-graded SAND with silt (SW-SM); mostly fine grained sand, trace fine gravel, little silt, loose, dry, dark reddish-brown			2.8
2								(2') Poorly graded SAND with gravel (SP); mostly fine-medium grained sand, little fine gravel, trace silt, loose, dry, dark reddish-brown			3.2
5				DP	11:45		4.00				5
10				DP	11:50		3.50				3.2
15				DP	11:55		4.00				2.7
13								(13') Poorly graded SAND with gravel (SP); mostly fine-medium grained sand, little fine gravel, medium dense, moist, light reddish-brown			4.0
15				DP	12:00		4.50				3.5
20				DP	12:10		4.50				3.8
20								(20') Poorly graded SAND with gravel (SP); mostly medium-coarse grained sand, little fine gravel, medium dense, saturated, dark reddish-brown			3.5
25								(25') Boring terminated			25
30											30

NOTES:



Client: **Goshen Redevelopment Commission**
 Project: **21-0505-2**
 Address: **233 S. Main St., Goshen, IN**

BORING LOG
 Boring No. **B-4**
 Page: **1 of 1**

Drilling Start Date: **04/20/2021 12:25**
 Drilling End Date:
 Drilling Company: **D&T Drilling**
 Drilling Method: **Direct Push**
 Drilling Equipment: **Geoprobe**
 Driller:
 Logged By: **James Bennett**

Boring Depth (ft): **25.0**
 Boring Diameter (in):
 Sampling Method(s): **Direct Push**
 DTW During Drilling (ft): **20.0**
 DTW After Drilling (ft):
 Ground Surface Elev. (ft):
 Location (X,Y):

DEPTH (ft)	LITHOLOGY	WATER LEVEL	BORING COMPLETION	COLLECT				SOIL/ROCK VISUAL DESCRIPTION	MEASURE		DEPTH (ft)
				Sample Type	Time	Blow Counts	Recovery (ft)		PID (ppm)	Lab Sample	
0								(0') Poorly graded GRAVEL with silt and sand (GP-GM); mostly fine-coarse grained gravel, some fine-coarse sand, little silt, loose, moist, very dark reddish-brown	2.2		0
								(2') Poorly graded SAND with silt (SP-SM); mostly fine-medium grained sand, few fine gravel, few silt, loose, moist, dark reddish-brown	2.5		
5				DP	12:30		4.00				
								(6') Poorly graded SAND (SP); mostly fine-coarse grained sand, few fine gravel, loose, moist, dark reddish-brown	3.0	B-4 (5-7)	5
				DP	12:35		3.50				
10				DP	12:45		4.50				
15				DP	12:55		5.00				
								(18') Poorly graded SAND with gravel (SP); mostly medium-coarse grained sand, little fine gravel, medium dense, moist, dark reddish-brown	2.6		15
								(20') Poorly graded SAND (SP); mostly fine-medium grained sand, trace fine gravel, medium dense, saturated, dark reddish-brown	2.7		
20				DP	13:00		5.00				
									3.0		20
25								(25') Boring terminated			25
30											30

NOTES:



Client: **Goshen Redevelopment Commission**
 Project: **21-0505-2**
 Address: **233 S. Main St., Goshen, IN**

BORING LOG
 Boring No. **B-5**
 Page: **1 of 1**

Drilling Start Date: **04/20/2021 13:05**
 Drilling End Date:
 Drilling Company: **D&T Drilling**
 Drilling Method: **Direct Push**
 Drilling Equipment: **Geoprobe**
 Driller:
 Logged By: **James Bennett**

Boring Depth (ft): **25.0**
 Boring Diameter (in):
 Sampling Method(s): **Direct Push**
 DTW During Drilling (ft): **20.0**
 DTW After Drilling (ft):
 Ground Surface Elev. (ft):
 Location (X,Y):

DEPTH (ft)	LITHOLOGY	WATER LEVEL	BORING COMPLETION	COLLECT			SOIL/ROCK VISUAL DESCRIPTION	MEASURE		DEPTH (ft)
				Sample Type	Time	Blow Counts		Recovery (ft)	PID (ppm)	
0							(0') Poorly graded GRAVEL with silt and sand (GP-GM); mostly fine-coarse grained gravel, some fine-coarse sand, few silt, loose, moist, very dark reddish-brown			0
							(2') Poorly graded SAND with silt and gravel (SP-SM); mostly fine-medium grained sand, little fine gravel, few silt, loose, moist, very dark reddish-brown			2.6
										2.9
										2.6
							(6') Poorly graded SAND with gravel (SP); mostly fine-medium grained sand, little fine gravel, loose, moist, dark reddish-brown			5
										2.1
										2.6
										2.8
										10
										15
										2.7
							(18') Poorly graded SAND with gravel (SP); mostly medium-coarse grained sand, little fine gravel, medium dense, moist, dark reddish-brown			2.3
										20
							(20') Poorly graded SAND (SP); mostly fine-medium grained sand, few fine gravel, medium dense, saturated, dark reddish-brown			2.5
										25
							(25') Boring terminated			30

NOTES:



BORING AND WELL LOG LEGEND


LITHOLOGY	WATER LEVEL	WELL/BORING COMPLETION	Sample Type	DESCRIPTION
-----------	-------------	------------------------	-------------	-------------

ASPHALT
 CONCRETE
 BEDROCK
 IGNEOUS Rock
 METAMORPHIC Rock
 SEDIMENTARY Rock
 Well-graded GRAVEL (GW)
 Poorly graded GRAVEL (GP)
 Silty GRAVEL (GM)
 Clayey GRAVEL (GC)
 Well-graded GRAVEL with silt (GW-GM)
 Poorly graded GRAVEL with silt (GP-GM)
 Well-graded GRAVEL with clay (GW-GC)
 Poorly graded GRAVEL with clay (GP-GC)
 Well-graded SAND (SW)
 Poorly graded SAND (SP)
 Silty SAND (SM)
 Clayey SAND (SC)
 Well-graded SAND with silt (SW-SM)
 Poorly graded SAND with silt (SP-SM)
 Well-graded SAND with clay (SW-SC)
 Poorly graded SAND with clay (SP-SC)
 SILT (ML)
 Lean CLAY (CL)
 Organic SOIL (OL)
 Elastic SILT (MH)
 Fat CLAY (CH)
 Organic SOIL (OH)
 Organic SOIL (OL/OH)
 PEAT (PT)
 Volume Descriptors:
 Trace = <5%
 Few = 5-10%
 Little = 15-25%
 Some = 30-45%
 Mostly = >=50%
 Water Level During Drilling
 Water Level at End of Drilling/in Completed Well
 Cap
 Riser
 Screen
 End Plug
 Annular Seal (Bentonite-Cement Grout, Bentonite Slurry/Chips/Pellets/Powder, Other)
 Sanitary Seal (Bentonite Slurry/Chips/Pellets/Powder, Other)
 Filter Pack (Sand, Gravel, Other)
 Backfill
 GR Grab
 EN Encore
 SS Split Spoon
 SH Shelby Tube
 CO Core Barrel
 DP Direct Push
 ID Lab Sample and ID

NOTES:


APPENDIX C
ANALYTICAL SUMMARY TABLES

Table 1
Soil Analytical Results
Commercial Property
233 S. Main Street, Goshen, Indiana

	Sample ID				B-1 (8-10)	B-2 (3-5)	B-3 (13-15)	B-4 (5-7)	B-5 (3-5)
	Date of Collection				4/20/2021	4/20/2021	4/20/2021	4/20/2021	4/20/2021
	Soil Exposure			Ground Water					
Volatile Organic Compounds (Method 8260)	Direct Contact Residential (mg/kg)	Direct Contact Com/Ind (mg/kg)	Direct Contact Excavation (mg/kg)	Soil MTG Residential (mg/kg)					
Percent Solids	Not Applicable				96	93	96	94	92
1,1,1,2-Tetrachloroethane	28	88	680	0.043	< 0.00086	< 0.00081	< 0.00075	< 0.00074	< 0.00074
1,1,1-Trichloroethane	640	640	640	1.4	< 0.0012	< 0.0011	< 0.001	< 0.00099	< 0.001
1,1,2,2-Tetrachloroethane	8.4	27	1900	0.0059	< 0.0014	< 0.0013	< 0.0012	< 0.0012	< 0.0012
1,1,2-Trichloroethane	2.1	6.3	35	0.032	< 0.0013	< 0.0013	< 0.0012	< 0.0011	< 0.0012
1,1-Dichloroethane	50	160	1700	0.16	< 0.0012	< 0.0011	< 0.001	< 0.001	< 0.001
1,1-Dichloroethene	320	1000	1200	0.05	< 0.0013	< 0.0012	< 0.0011	< 0.0011	< 0.0011
1,2,4-Trimethylbenzene	220	220	220	1.6	< 0.00076	< 0.00072	< 0.00067	< 0.00066	< 0.00066
1,2-Dichloroethane	6.4	20	730	0.028	< 0.0016	< 0.0015	< 0.0014	< 0.0014	< 0.0014
1,2-Dibromo-3-chloropropane	0.074	0.64	86	0.0017	< 0.0022	< 0.002	< 0.0019	< 0.0019	< 0.0019
1,2-Dibromoethane	0.5	1.6	180	0.00028	< 0.0015	< 0.0014	< 0.0013	< 0.0013	< 0.0013
1,2-Dichloropropane	22	66	360	0.033	< 0.0012	< 0.0012	< 0.0011	< 0.0011	< 0.0011
1,3,5-Trimethylbenzene	180	180	180	1.7	< 0.00089	< 0.00083	< 0.00078	< 0.00077	< 0.00077
2-Butanone	28000	28000	28000	23	< 0.0012	< 0.0011	< 0.0011	< 0.001	< 0.001
2-Hexanone	280	1300	3300	0.18	< 0.0023	< 0.0022	< 0.0021	< 0.002	< 0.002
4-Methyl-2-pentanone	3400	3400	3400	28	< 0.0022	< 0.0021	< 0.0019	< 0.0019	< 0.0019
Acetone	85000	100000	100000	57		0.021	0.018	0.014	0.013
Acrolein	0.2	0.6	3.4	0.00017	< 0.024	< 0.023	< 0.021	< 0.021	< 0.021
Acrylonitrile	3.5	11	370	0.0023	< 0.028	< 0.026	< 0.025	< 0.024	< 0.024
Benzene	17	51	1800	0.051	< 0.0009	< 0.00084	< 0.00079	< 0.00077	< 0.00078
Bromodichloromethane	4.1	13	930	0.43	< 0.00089	< 0.00083	< 0.00078	< 0.00077	< 0.00077
Bromoform	270	860	920	0.42	< 0.0017	< 0.0016	< 0.0015	< 0.0014	< 0.0015
Bromomethane	9.5	30	160	0.038	< 0.0016	< 0.0015	< 0.0014	< 0.0014	< 0.0014
Carbon Disulfide	740	740	740	4.8	< 0.0011	< 0.001	< 0.00096	< 0.00094	< 0.00094
Carbon tetrachloride	9.1	29	460	0.039	< 0.0011	< 0.0011	< 0.00098	< 0.00097	< 0.00097
Chlorobenzene	390	760	760	1.4	< 0.00057	< 0.00054	< 0.0005	< 0.00049	< 0.00049
Chloroethane	NESL				< 0.002	< 0.0019	< 0.0018	< 0.0017	< 0.0017
Chloroform	4.5	14	1900	0.44	< 0.00066	< 0.00062	< 0.00058	< 0.00056	< 0.00057
Chloromethane	150	460	1300	0.98	< 0.0012	< 0.0011	< 0.0011	< 0.001	< 0.001
cis-1,2-Dichloroethene	220	2300	2400	0.41	< 0.00075	< 0.00071	< 0.00066	< 0.00065	< 0.00065
cis-1,3-Dichloropropene	25	82	1600	0.034	< 0.00055	< 0.00052	< 0.00048	< 0.00047	< 0.00048
Dibromochloromethane	120	390	800	0.43	< 0.0011	< 0.00099	< 0.00093	< 0.00091	< 0.00091
Ethylbenzene	81	250	480	16	< 0.00097	< 0.00091	< 0.00085	< 0.00084	< 0.00084
m,p-Xylene	390	390	390	3.7	< 0.0019	< 0.0017	< 0.0016	< 0.0016	< 0.0016
Methylene chloride	490	3200	3300	0.025	< 0.0021	< 0.002	< 0.0019	< 0.0018	< 0.0018
Methyl-t-Butyl Ether	660	2100	8900	0.63	< 0.0019	< 0.0018	< 0.0017	< 0.0016	< 0.0016
o-Xylene	430	430	430	3.7	< 0.00095	< 0.00089	< 0.00084	< 0.00082	< 0.00082
Styrene	870	870	870	2.2	< 0.00079	< 0.00075	< 0.0007	< 0.00068	< 0.00069
Tetrachloroethene	110	170	170	0.045	0.012	0.078	0.017	0.0018	0.002
Toluene	820	820	820	14	< 0.00083	0.011	0.00089	< 0.00071	< 0.00071
trans-1,2-Dichloroethene	1900	1900	1900	0.62	< 0.001	< 0.00097	< 0.00091	< 0.00089	< 0.0009
trans-1,3-Dichloropropene	25	82	1600	0.034	< 0.0012	< 0.0012	< 0.0011	< 0.0011	< 0.0011
Trichloroethene	5.7	19	95	0.036	< 0.0014	< 0.0013	< 0.0012	< 0.0012	< 0.0012
Total 1,2-Dichloroethene	NESL				< 0.0016	< 0.0015	< 0.0014	< 0.0014	< 0.0014
Trichlorofluoromethane	1200	1200	1200	66	< 0.0012	< 0.0012	< 0.0011	< 0.0011	< 0.0011
Vinyl Acetate	1300	2800	2800	1.7	< 0.0022	< 0.0021	< 0.0019	< 0.0019	< 0.0019
Vinyl chloride	0.83	17	1300	0.014	< 0.0014	< 0.0013	< 0.0012	< 0.0012	< 0.0012
1-Methylnaphthalene	250	390	390	1.2	< 0.011	< 0.0099	< 0.0093	< 0.0091	< 0.0091
2-Methylnaphthalene	340	3000	6800	3.7	< 0.00057	< 0.00054	< 0.0005	< 0.00049	< 0.00049
Naphthalene	53	170	3100	0.11	< 0.0022	< 0.002	< 0.0019	< 0.0019	< 0.0019
Total Xylenes	260	260	260	200	< 0.0027	< 0.0025	< 0.0023	< 0.0023	< 0.0023

Notes:
Screening levels as established by the Indiana Department of Environmental Management Remediation Closure Guide, Table A-6 (March 2021)
mg/kg - milligrams per kilogram
Bold results are above the laboratory method detection limit
Bold and italicized results are above the migration to groundwater screening level
NESL - No established screening level

**Table 2
Groundwater Analytical Results
Commercial Property
233 S. Main Street, Goshen, Indiana**

	Sample ID			B-1	B-2	B-3	B-4	B-5
	Date of Collection			4/20/2021	4/20/2021	4/20/2021	4/20/2021	4/20/2021
	Groundwater Tap	Groundwater Vapor Exposure						
Volatile Organic Compounds (Method 8260)	(ug/L)	Residential (ug/L)	Com/Ind (ug/L)					
1,1,1,2-Tetrachloroethane	5.7			< 0.24	< 0.24	< 0.24	< 0.24	< 0.24
1,1,1-Trichloroethane	200	13000	54000	< 0.23	< 0.23	< 0.23	< 0.23	< 0.23
1,1,2,2-Tetrachloroethane	0.76	72	310	< 0.32	< 0.32	< 0.32	< 0.32	< 0.32
1,1,2-Trichloroethane	5	11	46	< 0.26	< 0.26	< 0.26	< 0.26	< 0.26
1,1-Dichloroethane	28	130	550	< 0.25	< 0.25	< 0.25	< 0.25	< 0.25
1,1-Dichloroethene	7	300	1300	< 0.23	< 0.23	< 0.23	< 0.23	< 0.23
1,2,4-Trimethylbenzene	56	NESL		< 0.24	< 0.24	< 0.24	< 0.24	< 0.24
1,2-Dibromo-3-chloropropane	0.2	NESL		< 0.32	< 0.32	< 0.32	< 0.32	< 0.32
1,2-Dichloroethane	5	50	210	< 0.37	< 0.37	< 0.37	< 0.37	< 0.37
1,2-Dichloropropane	5	NESL		< 0.19	< 0.19	< 0.19	< 0.19	< 0.19
1,3,5-Trimethylbenzene	60	NESL		< 0.25	< 0.25	< 0.25	< 0.25	< 0.25
2-Butanone	5600	NESL		< 0.18	< 0.18	< 0.18	< 0.18	< 0.18
2-Hexanone	38	NESL		< 0.3	< 0.3	< 0.3	< 0.3	< 0.3
4-Methyl-2-pentanone	6300	NESL		< 0.23	< 0.23	< 0.23	< 0.23	< 0.23
Acetone	14000	NESL		2.1	2	1.6	1.4	1.6
Acrolein	0.042	NESL		< 2.2	< 2.2	< 2.2	< 2.2	< 2.2
Acrylonitrile	0.52	NESL		< 1.9	< 1.9	< 1.9	< 1.9	< 1.9
Benzene	5	28	120	< 0.15	< 0.15	< 0.15	< 0.15	< 0.15
Bromodichloromethane	80	NESL		< 0.21	< 0.21	< 0.21	< 0.21	< 0.21
Bromoform	80	NESL		< 0.25	< 0.25	< 0.25	< 0.25	< 0.25
Bromomethane	7.5	NESL		< 0.29	< 0.29	< 0.29	< 0.29	< 0.29
Carbon Disulfide	810	NESL		< 0.22	< 0.22	< 0.22	< 0.22	< 0.22
Carbon tetrachloride	5	6.5	28	< 0.25	< 0.25	< 0.25	< 0.25	< 0.25
Chlorobenzene	100	NESL		< 0.26	< 0.26	< 0.26	< 0.26	< 0.26
Chloroethane		NESL		< 0.22	< 0.22	< 0.22	< 0.22	< 0.22
Chloroform	80	NESL		< 0.26	< 0.26	< 0.26	< 0.26	< 0.26
Chloromethane	190	NESL		< 0.24	< 0.24	< 0.24	< 0.24	< 0.24
cis-1,2-Dichloroethene	70	NESL		< 0.23	< 0.23	< 0.23	< 0.23	< 0.23
cis-1,3-Dichloropropene	4.7	NESL		< 0.26	< 0.26	< 0.26	< 0.26	< 0.26
Dibromochloromethane	80	NESL		< 0.24	< 0.24	< 0.24	< 0.24	< 0.24
Ethylbenzene	700	NESL		< 0.25	< 0.25	< 0.25	< 0.25	< 0.25
m,p-Xylene	190	NESL		< 0.49	< 0.49	< 0.49	< 0.49	< 0.49
Methylene chloride	5	NESL		< 2	< 2	< 2	< 2	< 2
Methyl-t-Butyl Ether	140	NESL		< 0.26	< 0.26	< 0.26	< 0.26	< 0.26
o-Xylene	190	NESL		< 0.26	< 0.26	< 0.26	< 0.26	< 0.26
Styrene	100	NESL		< 0.22	< 0.22	< 0.22	< 0.22	< 0.22
Tetrachloroethene	5	110	470	0.51	1	0.84	0.53	1
Toluene	1000	NESL		0.34	0.32	< 0.3	< 0.3	0.34
trans-1,2-Dichloroethene	100	NESL		< 0.22	< 0.22	< 0.22	< 0.22	< 0.22
trans-1,3-Dichloropropene	4.7	NESL		< 0.26	< 0.26	< 0.26	< 0.26	< 0.26
Trichloroethene	5	9.1	38	< 0.26	< 0.26	< 0.26	< 0.26	< 0.26
Trichlorofluoromethane	5200	NESL		< 0.27	< 0.27	< 0.27	< 0.27	< 0.27
Vinyl Acetate	410	NESL		< 0.22	< 0.22	< 0.22	< 0.22	< 0.22
Vinyl chloride	2	2.1	35	< 0.26	< 0.26	< 0.26	< 0.26	< 0.26
1,2-Dibromoethane	0.05	NESL		< 0.37	< 0.37	< 0.37	< 0.37	< 0.37
Total 1,2-Dichloroethene		NESL		< 0.44	< 0.44	< 0.44	< 0.44	< 0.44
Total Xylenes	10000	NESL		< 0.75	< 0.75	< 0.75	< 0.75	< 0.75
1-Methylnaphthalene	11	NESL		< 0.2	< 0.2	< 0.2	< 0.2	< 0.2
2-Methylnaphthalene	36	NESL		< 0.24	< 0.24	< 0.24	< 0.24	< 0.24
Naphthalene	1.7	110	460	< 0.27	< 0.27	< 0.27	< 0.27	< 0.27

Notes:
Screening levels as established by the Indiana Department of Environmental Management Remediation Closure Guide, Table A-6 (March 2020)
mg/kg - milligrams per kilogram
Bold results are above the laboratory method detection limit
NESL - No established screening level

RONALD W. "RON" GUTH
1409 Winsted Drive
Goshen, Indiana 46526
985.201.1465

May 21, 2021

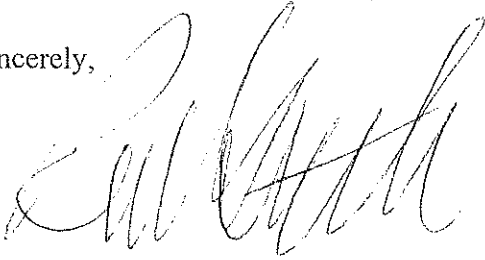
The Goshen News
PO Box 5569
114 South Main Street
Goshen, IN 46527-0569

Gentlemen:

Attached is a "Letter to the Editor."

Please enter in your next appropriate edition.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Guth", written in a cursive style.

Ronald W. "Ron" Guth

Attachment: One

Cc: All members of Goshen Community School Board
Goshen Community School Executives
Goshen Redevelopment Commission

WHAT GOES HERE?

Check your 2021 property tax bill and see that your taxes for schools increased and went up by 10.36%. Your city taxes by contrast increased by only 1.25%. The last school referendum for Elkhart Community Schools just a week or so ago failed by 64% to 36% almost 2 to 1.

Now the Goshen Redevelopment Commission, an unelected tax spending body has granted over ½ million dollars of our money to the Goshen High School's Manufacturing Academy. If I ran my business this way, i.e. spend and spend, duplicate and duplicate, I would be bankrupt faster than our former President could ever think about.

Goshen Community Schools has been a participant in the Elkhart Area Career Center with 9 other school districts and 12 other high schools of over one-quarter century. The Career Center teaches and provides every course and opportunity and more than Goshen presently proposes. Ivy Tech offers multiple curricula for the students who would be using the Goshen High School's Manufacturing Academy.

It's not like we don't pay for transportation. Please go by Goshen High School and notice the massive number of expensive school buses parked across the street.

My guess is that near Goshen there are enough machine tools in factories to "sink a ship". Apprenticeships and internships are obsolete?

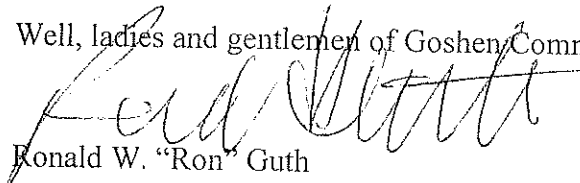
Louisiana is no paragon of education but check out the website of Calcasieu Parish School Board dual enrollment program for high school students with McNeese State University and Sowell Technical Community College.

We don't need to reinvent the wheel at great expense while having a Goshen Community School rating of D+ and reducing the requirement for graduation from high school from 43 to 40 hours.

We are supposed to be educating our children to be discerning people able to participate in an open democratic society. Bill Russell, a 6'9" man who played basketball for the Boston Celtics, was a Hall of Famer as a player and coach and received the Presidential Medal of Freedom from President Obama said "if we want to have a vibrant society, we must educate our children."

By the way and as a side light, Louisiana has 85 school districts not 354± as in Indiana. Indiana has the lowest teacher pay of any of our neighboring Midwestern states. Are we paying excessive overhead and bureaucratic costs instead of teachers?

Well, ladies and gentlemen of Goshen Community Schools, WHAT GOES HERE?



Ronald W. "Ron" Guth

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 **May 12, 2021 through June 6, 2021** and finds that entries are allowed in the total amount of **\$632,917.74**

APPROVED on June 8, 2021

Vince Turner, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 05/11/2021 through 06/04/21

324-560-00-438.0207		2015 SE REDEVELOPMENT DISTRICT BONDS - INTEREST
5/19/2021	Bank of New York Mellon Trust Company, NA (05316)	\$14,437.50
Line Total for Period:		\$14,437.50
406-560-00-429.0002		RDV NON-RVRT OP/Other Supplies
5/20/2021	Amazon Capital Services	\$9.97
Line Total for Period:		\$9.97
406-560-00-431.0502		RDV NON-RVRT OP/Contractual Services
5/19/2021	Barkes, Kolbus, Rife & Shuler, LLP (00311)	\$4,399.00
5/19/2021	Indiana Media Group (07255)	\$22.58
6/4/2021	Yarkshark, LLC	\$125.00
Line Total for Period:		\$4,546.58
406-560-00-436.0100		RDV NON-RVRT OP/Repairs & Maintenance
5/19/2021	Builders Mart	\$334.00
5/19/2021	John Hall's True Value Hardware (00081)	\$70.48
Line Total for Period:		\$404.48
473-560-00-431.0502		SOUTHEAST TIF/Contractual Services
5/19/2021	Jones Petrie Rafinski Corp. (00463)	\$4,060.00
6/1/2021	American Structurepoint, Inc. (03093)	\$5,006.76
6/1/2021	Boarman Kroos Vogel Group, Inc.	\$5,000.00
Line Total for Period:		\$14,066.76
473-560-00-439.0930		SOUTHEAST TIF/Other Services & Charges
5/19/2021	Baker Tilly Municipal Advisors, LLC	\$3,500.00
6/1/2021	City of Goshen Utilities	\$26.34
6/1/2021	Fastenal Company	\$101.12
6/4/2021	John Hall's True Value Hardware (00081)	\$30.67
Line Total for Period:		\$3,658.13

473-560-00-442.0000		SOUTHEAST TIF/Capital Projects	
6/2/2021	Goshen Community Schools (00693)		\$122,499.86
6/4/2021	Phend & Brown		\$91,287.40
Line Total for Period:			\$213,787.26
480-560-00-431.0502		RR/US 33 TIF/Contractual Services	
5/19/2021	Jones Petrie Rafinski Corp. (00463)		\$24,816.25
5/19/2021	Jones Petrie Rafinski Corp. (00463)		\$11,277.41
Line Total for Period:			\$36,093.66
480-560-00-438.0100		Loan Repayment (Major Moves)	
5/14/2021	Goshen, City of		\$166,500.00
Line Total for Period:			\$166,500.00
480-560-00-439.0930		RR/US 33 TIF/Other Services & Charges	
6/1/2021	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$463.40
Line Total for Period:			\$463.40
480-560-00-442.0000		RR/US33 TIF/Capital Projects	
5/14/2021	Goshen, City of		\$170,000.00
6/1/2021	Heron Environmental LLC		\$5,450.00
6/1/2021	P & L Backhoe Service, Inc.		\$3,500.00
Line Total for Period:			\$178,950.00
Total Expenditures for Period:			\$632,917.74



June 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/June 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 May/June for bidding in jJune 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 April, 2021, with the initial round of proposals due May 11. No offers were received exceeding the fair market price of \$175,000. A second round of proposals is due June 11.. 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 with tenants moving in beginning this month. 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 this year or early next year..

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. At the May Redevelopment meeting, the proposed assistance was identified and Goshen Engineering is working on notices to the businesses so they can take advantage of the 2021-2022 vault closure program.

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 bid in November 2020, and awarded in December to Phend and Brown. Construction has begun. Completion is anticipated in August or earlier, if weather cooperates.

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 have been occurring monthly. The first Stakeholder meeting was held on February 3rd and a second on 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 government officials this month to gather their feedback before finalizing the plan, as well.

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 May 2021. Bidding was planned for 2021, but will be postponed until 2022, with hopes material pricing will normalize.

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 3 planning meetings with them. It is

anticipated that planning efforts will be completed this summer with a presentation to the Redevelopment Commission for the final report.

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, both the Phase I and Phase II ESA has been completed and vapor intrusion assessment is being recommended. We will be requesting additional Brownfield RLF assistance to complete this work. 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 has been delayed due to INDOT's request for additional data. City staff is working with MACOG to collect the additional information and it is anticipated that it will be provided to INDOT by mid-to-late May, allowing for completion of the TIS document. Construction cost estimates will be developed once the report is finalized..

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 July 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.