



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF January 11, 2022**

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

The Goshen Redevelopment Commission will meet on January 11, 2022 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. ELECTION OF OFFICERS

5. NEW BUSINESS

Resolution 01-2022 Approve Request to Execute an Agreement with Roberts Environmental Services, LLC for a Limited Phase II Environmental Site Assessment at 410 West Pike Street

Resolution 02-2022 – Approve Execution of Change Order Two (2) for Eisenhower Drive North and South Reconstruction

Resolution 03-2022 – Approve Execution of Change Order Three (3) for Eisenhower Drive North and South Reconstruction

Resolution 04-2022 – Request to Approve a Development Agreement with Greenwood Rental Properties, LLC

6. DISCUSSION

2022 Meeting Dates

7. APPROVAL OF REGISTER OF CLAIMS

8. MONTHLY REDEVELOPMENT STAFF REPORT

9. OPEN FORUM

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

10. ANNOUNCEMENTS

Next Regular Meeting – February 8, 2022 at 3:00 p.m.

11. EXECUTIVE SESSION

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

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of December 14, 2021

The Goshen Redevelopment Commission met in a regular meeting on December 14, 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 and Brett Weddell

Absent: Bradd Weddell

APPROVAL OF MINUTES

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

The motion was adopted unanimously.

Resolution 70-2021 –Authorize Execution of Documents for the Transfer of 410 West Pike Street (1:00) Becky Hutsell, Redevelopment Director, the purchase agreement is contingent on the environment reports. Have completed the Phase 1 and are accepting quotes for Phase 2. The owners have requested a dry closing before the end of 2021. No money will be transferred until all reports are completed.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 70-2021.

The motion was adopted unanimously.

Resolution 71-2021 – Authorize Execution of Documents for the Transfer of 315 West Washington Street

(2:16) Becky Hutsell, Redevelopment Director, an agreement was executed with Goshen Brewing to increase the monthly rent to \$1000 with the payment going toward the purchase price of \$95,000. They have upheld their end of the agreement for November and December and in two years will pay off the remaining balance.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 71-2021.

The motion was adopted unanimously.

Resolution 72-2021 – Approve Request to Execute an Agreement with HRP Construction, Inc. for the West Goshen Crossing Subdivision Drainage Improvements Project

(4:15) Becky Hutsell, Redevelopment Director, this is to complete the overall drainage project at the Crossing subdivision and additional parcels to the south and north. Ms. Hutsell explained the project and the substitution of the piping. Three bids were received and HRP Construction submitted the lowest bid at \$1,366,090.23.

(5:57) Commissioner Stump asked about the concrete piping being less expensive than PVC and then discussion regarding different types of pipes.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 72-2021.

The motion was adopted unanimously.

Resolution 73-2021 – Approve Request to Reject Proposal received for the New Goshen Park Maintenance Facility Construction Project

(7:15) Becky Hutsell, Redevelopment Director, the engineers' estimate was at 2 million for the 8400 sq. ft. building and site improvements. Only one bid was received at \$2,751,600.00 which is 20% more than the estimate. Asking to reject the bid. Will rebid the project in early spring with a longer time frame for contractors to submit their proposals.

A motion was made by Commissioner and seconded by Commissioner Weddell to approve Resolution 73-2021.

The motion was adopted unanimously.

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 \$82,429.69

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Redevelopment Director Becky Hutsell offered to answer any questions about the monthly report; however the Commission did not have any questions.

Mark Brinson, Deputy Mayor, stated that starting a second round of the grants for the vaults downtown. Dustin Sailor, Director of Public Works, told the Commission that reminder letters were sent to the owners and the deadline to make a request is December 17th.

Mark Brinson commented that a second round of inspections have been done to see if repairs have been made.

Commissioner Brett Weddell commented that he requests the Legal Department to prepare an ordinance for enforcement of vaults not corrected for City Council approval.

OPEN FORUM

(11:16) Commissioner Stump asked about the concrete pipe in the bid of the Crossing Subdivision Drainage Project and the costs of PVC versus concrete. Discussion regarding the piping and costs.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for January 11, 2022 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 3:15 p.m.

APPROVED on January 11, 2022

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 01-2022

Approve Request to Execute an Agreement with Roberts Environmental Services, LLC for a Limited Phase II Environmental Site Assessment at 410 West Pike Street

WHEREAS the Commission entered into an agreement with Roberts Environmental, LLC to complete a Phase 1 Environmental Site Assessment and two (2) Recognized Environmental Concerns (RECs) were noted in the report.

WHEREAS three quotes were requested and Roberts Environmental Services, LLC provided the lowest quote of \$11,200 with completion of the work by March 4, 2022.

NOW, THEREFORE, BE IT RESOLVED that Becky Hutsell, Redevelopment Director is authorized to execute the Agreement with Roberts Environmental Services, LLC for a Limited Phase II Environmental Site Assessment at 410 West Pike Street on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on January 11, 2022

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: January 11, 2022

RE: Request to Execute an Agreement with Roberts Environmental, LLC for a Limited Phase II Environmental Site Assessment at 410 W. Pike Street

Last fall, the Redevelopment Commission entered into an agreement with Roberts Environmental to complete a Phase I Environmental Site Assessment at 410 W. Pike Street (former tire store). Two (2) Recognized Environmental Concerns (RECs) were noted in the report, requiring additional assessment to confirm whether or not historic environmental impacts exist for the site. We requested three (3) quotes to complete the additional assessment work and are requesting that the Commission once again enter into an agreement with Roberts to complete the additional work.

The scope will include installation of six (6) soil borings and four (4) temporary groundwater wells to address the area where a tank was previously removed and also the areas where solvents were historically used at the site.

The agreement with Roberts will include completion of the work by March 4, 2022 for a cost of \$11,200.

A dry closing has already been completed for the property with the paid funds being placed into an escrow account until all environmental work is completed.

We're requesting the Commission approval of the attached agreement to allow for the work to begin at the site.

AGREEMENT

LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT 410 WEST PIKE STREET, GOSHEN

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Roberts Environmental Services, LLC** (“Contractor”), whose mailing address is 2112 Carmen Court Goshen IN 46526 and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (“City”).

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

Section 1. Contractor Duties

Roberts Environmental Services, LLC shall provide City the services for the Limited Phase II Environmental Site Assessment, for the real property generally located at 410 West Pike Street, Goshen, Indiana which services are more particularly described in Contractor’s November 16, 2021 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Contractor Duties under this agreement include:

- A. Installation of six (6) soil borings;
- B. Installation of four (4) temporary groundwater wells;
- C. Lab analysis for collected soil and groundwater samples; and
- D. Data analysis and report preparation for findings.

Section 2. Effective Date; Term

The agreement shall become effective on the day of execution and approval by both parties. All work shall be completed by March 4, 2022.

Section 3. Compensation

City agrees to compensate Roberts Environmental Services, LLC the lump sum of Eleven Thousand Two Hundred Dollars (\$11,200.00) for performing all Duties.

Section 4. Payment

Payment shall be upon City’s receipt of a detailed invoice from Roberts Environmental Services, LLC. 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 City of Goshen Redevelopment
204 East Jefferson Street, Suite 6
Goshen, IN 46528

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.

Roberts Environmental Services, LLC 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. Ownership of Documents

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

including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

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.

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.

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 8. 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 9. Employment Eligibility Verification

Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

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.

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.

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 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

Section 13. Insurance

Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

- (1) Workers Compensation and Employer's Liability - Statutory Limits
- (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 14. Force Majeure

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 15. Default

If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

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 fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

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 16. Termination

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.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

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 17. 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: Roberts Environmental Services, LLC
Jeffery C. Roberts, President
2112 Carmen Court
Goshen IN 46526

Section 18. 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 19. 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 20. 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 21. Applicable Laws

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.

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 maybe deemed a material breach of agreement.

Section 22. Miscellaneous

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.

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.

In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 23. 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 24. 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 25. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Roberts Environmental Services, LLC.

Section 26. Authority to Bind Contractor

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

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

City of Goshen, Indiana
Goshen Redevelopment Commission

Roberts Environmental Services, LLC

Becky Hutsell, Director of Redevelopment

Date Signed: _____

Printed: _____

Title: _____

Date Signed: _____

EXHIBIT A

November 16, 2021

ROBERTS Project No. 21-10854-20

Ms. Becky Hutsell, Director of Redevelopment
City of Goshen Redevelopment Commission
204 E. Jefferson Street, Suite 6
Goshen, Indiana 46528

Limited Screening Investigation Proposal
Commercial Property
410 West Pike Street
Goshen, Indiana

Dear Ms. Hutsell:

Roberts Environmental Services, LLC (“ROBERTS”) is pleased to submit this proposal to complete a limited soil and ground water screening investigation at the referenced property in Goshen, Indiana (hereinafter referred to as the “Site”). The investigation will focus on the Recognized Environmental Conditions (RECs) identified in ROBERTS’ recently completed Phase I Environmental Site Assessment (ESA) of the property (report dated November 12, 2021), which are summarized below:

REC #1 – Historical Underground Storage Tank (UST): A 550-gallon used oil UST was previously located along the eastern exterior of the building that was reportedly removed in 1995. Concentrations of total petroleum hydrocarbons (TPHs) were detected in four (4) of the five (5) confirmation soil samples collected as part of the UST removal, including elevated concentrations of 2,074 parts per million (ppm) along the north sidewall and 6,620 ppm along the east side wall. Both of these samples were also analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and TCLP Metals with no significant detections greater than present-day screening levels (SLs). However, the laboratory methods and detection limits were not consistent with present-day Indiana Department of Environmental Management (IDEM) requirements or industry standards (i.e., actual analytical methods used and elevated detection limits greater than present-day SLs). Additionally, present-day UST closure guidance requires ground water sampling for VOCs, PAHs, PCBs, and metals if indications of a release are identified. Additional soil and ground water sampling conducted at the Site in 2001 as part of Initial Site Characterization (ISC) activities only included TPH analysis. TPH was detected in soils outside of the UST area and in ground water at all three (3) monitoring wells previously located at the Site. Additional soil sampling in 2003 indicated no detectable TPH within/near the former UST location and decreased TPH concentrations in soils north of the former UST location. Based on this data, IDEM issued a No Further Action (NFA) letter for the Site on September 4, 2003. It appears that no other investigations or analysis have occurred at the Site. Due to the analytical methods used, elevated detection limits, and only utilizing TPH analysis for much of the sampling, undocumented impacts may still exist in the soil and/or

ground water at the Site. Since volatile constituents may be associated with this REC, which was located very near the on-Site building, it also represents a potential vapor encroachment condition (VEC) at the Site.

REC #2 – Other Historical Activities & Site Features: The Site has been used as a tire store and/or automotive repair shop from 1965 until it was vacated in the mid to late 2010s. These types of operations typically utilized large quantities of petroleum products and other chemicals, such as solvents. Oil staining and residues were observed on the concrete floor inside the building at two (2) separate areas. Several patches and metal cylinders observed within the concrete floor of the shop space were also indicative of hydraulic lifts, which may have utilized subsurface hydraulic oil reservoirs. A shallow recessed pit with a floor drain was also observed within the northwestern portion of the shop space. It could not be readily determined if the floor drain was connected to the municipal sewer system or if it was associated with a drywell or undocumented septic system. These features represent potential sources of subsurface contamination. Additionally, as stated above in REC #1, it appears TPH impacts in soil and ground water were identified on other areas of the Site, outside (north and east) of the former UST area. As such, some of these impacts may be from other undocumented sources. Soil, and possibly ground water, sampling would be required to assess the impact these features and activities have had on the Site.

ROBERTS' proposed activities are limited because this investigation will only focus on specific locations and because the proposed analytical parameters will be limited to specific potential contaminants of concern (COCs) and/or select indicator contaminants. Not all depths within the aquifer will be sampled (i.e., water table only). As such, this screening-level investigation may identify the need for further sampling (e.g., Further Site Investigation or FSI). The following work scope describes ROBERTS' planned activities to complete the proposed screening investigation.

FIELD ACTIVITIES

Soil Borings & Temporary Ground Water Wells. ROBERTS proposes to install six (6) soil borings using direct-push methods at the Site (see attached Proposed Sample Locations map). The soil borings will be advanced to depths of 29-feet below surface grade (bsg) or less. Specifically, one (1) boring will be advanced 5.0-feet bsg, one (1) boring to 17-feet bsg, and four (4) borings to 27-29-feet bsg. Soil samples will be collected continuously from each boring in 4.0 to 5.0-foot intervals. Soil samples will be screened for indications of possible contamination through visual inspection and field screening with a photo-ionization detector (PID). Select soil samples collected from the unsaturated zone/vadose zone (i.e., above the water table) in which indications of potential contamination are noted will be containerized for possible analysis. One (1), apparent worst-case, soil sample (based on visual inspection and PID screening) will be collected and submitted for laboratory analysis (6 soil samples total) from each boring.

Temporary ground water wells will be installed sample at each of the four (4) borings advanced to 27-29-feet bsg utilizing PVC monitoring well screens (1.0-inch diameter by 10-feet long) and risers to collect a ground water. Each temporary well will be set at a depth that allows the

screened interval to straddle the ground water surface (anticipated depth of 22 to 23-feet bsg). After installation, each temporary well will be purged (small diameter bladder pump with dedicated tubing) of at least one (1) well volume or until the purged ground water is relatively free of suspended solids. Once purged, the flow rate will be decreased and the ground water sample will be collected.

Upon completion of soil and ground water sampling activities, the temporary ground water screening points will be removed and each borehole will be grouted to the surface using soil cuttings and bentonite chips. If obvious indications of contamination are observed (i.e., odors, staining, significantly elevated PID readings), soil cuttings and ground water sampling purge water will be drummed as investigation-derived waste (IDW). Boring advanced through paved surfaces will be patched at the surface with like materials. Note that costs for 55-gallons drums and the characterization, transportation, and disposal of IDW are not included in this proposal.

Prior to any work commencing on the Site, the Indiana Underground Plant Protection Service (IUPPS) will be contacted. IUPPS will be contacted at least 48-hours prior to any subsurface work. Utilities or other subsurface features that may interfere with investigation activities and are not marked by IUPPS will be the responsibility of the Site owner. If requested, ROBERTS can retain the services of a private utility locating contractor to “sweep” the general area of each boring location in an effort to locate unknown buried utilities or structures to the extent feasible (cost not included, but optional cost for private utility sweep of boring locations is provided in the cost estimate section). ROBERTS and/or its’ subcontractors will not be responsible for any damage or lost production due to inadequately or unmarked utilities.

Laboratory Analyses. All of the soil and ground water samples from the soil borings (6 soil and 4 ground water) will be analyzed for volatile organic compounds (VOCs) and polynuclear aromatic hydrocarbons (PAHs). A laboratory trip blank (TB) water sample and a field duplicate (FD) water sample will also be analyzed for VOCs for quality assurance/quality control (QA/QC) purposes. Method 5035 field preservation will be utilized for VOC sampling of soils. Additional soil or ground water analysis may be recommended based on field observations. No additional analysis will be conducted without client approval.

Report Preparation. ROBERTS will incorporate our findings and conclusions relative to the field activities completed and laboratory results as part of this investigation into a report. The electronic report submittal will include full-color boring logs, tables, and maps that depict Site-specific conditions relative to the limited soil and ground water screening investigation.

COST ESTIMATE

ROBERTS proposes to conduct the services proposed herein on a time-and-expenses basis in accordance with ROBERTS’ general labor and equipment fee schedules in effect at the time the work is performed. ROBERTS estimates the above activities and reporting can be completed for an estimated cost of **\$11,200**. This cost estimate for the specific work activities detailed in this proposal will not be exceeded without prior approval from the Client. An optional cost to retain a private utility locating contractor to screen the proposed boring locations prior to drilling

activities would be an additional \$1,500 (total estimated project cost of \$12,700).

ROBERTS does not foresee an exceedance of this estimate for the scope of work described in the preceding text. However, we will keep you apprised of the project status and budget and will not exceed our estimate without prior authorization. This estimate does not include field contingencies, but primarily reflects costs believed to be representative for completing the work described. Any modifications necessary to complete the proposed work will be discussed prior to providing supplemental services.

SCHEDULE

ROBERTS will schedule this project immediately upon receipt of authorization to proceed pending weather, laboratory schedules, and utility clearance (811 and, if requested, private utility locating contractor). The project will likely require approximately twenty-five (25) business days to complete (standard laboratory turnaround is 10 business days). The work scope proposed by ROBERTS assumes that no regulatory liaison will be required. Unless otherwise noted, presentations/trips to meet with client and/or regulatory staff are not included in this budget. ROBERTS' proposal is based on the following assumptions/limitations:

- The depth to ground water at the Site does not exceed 23-feet below surface grade.
- The probing activities will not be impeded by the presence of buried debris or difficult soil conditions at the Site. ROBERTS is not responsible for damage to unmarked utilities or unknown buried debris, tanks, or containers that may be at the Site and potential releases caused by such damage.
- No buried or overhead utilities are present at the Site that would significantly complicate the proposed probing activities.
- At least one (1) of the overhead doors located along the eastern exterior wall of the Site building can be opened manually to allow for probe access inside the shop space of the building and natural lighting (building may not currently be electrified).
- Access to the westerly adjacent vacant lot will be required to advance the boring located directly west of the Site building. It is assumed that the City will coordinate and obtain access with the property owner.
- ROBERTS will not be responsible for costs associated with containerization, characterization, transportation, and disposal of any contaminated soil cuttings or ground water from the sampling activities. ROBERTS personnel can assist with these activities, if requested.
- ROBERTS' cost estimate is based on fieldwork being performed in Level D personal protective equipment. Should Site conditions warrant an increase in personal protection beyond U.S. EPA Level D, additional costs would be incurred.
- Probing activities at the Site will not exceed 9-hours/day and will occur Monday through Friday, excluding holidays (estimated 1.0 to 1.5-days total).

TERMS AND CONDITIONS

The work will be performed in accordance with the ROBERTS' Standard Environmental Services Terms and Conditions, which have been incorporated into this proposal by reference and provided as an attachment to this document. As noted in our terms and conditions, this proposal, including the cost contained herein, is applicable for 90 calendar days; however, it may be necessary to alter the proposed project schedule if the proposal is not accepted within five (5) business days. Payment of our fee is not contingent on the timing or success of any property transfer or financial transaction (e.g., sale/acquisition, transfer of title, refinancing, securing a loan, etc.). Standard payment terms are further discussed in the attached terms and conditions of service; however, these payment terms are subject to modification as deemed appropriate by ROBERTS. Please indicate your acceptance of the proposal (and the Terms & Conditions herein) by having an authorized representative sign the attached authorization page and returning it to ROBERTS.

We appreciate this opportunity to offer our services to you. If you have any questions regarding this proposal, please feel free to call us at your convenience.

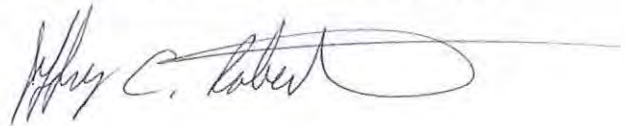
Sincerely,

Roberts Environmental Services, LLC



David D. Jeffers, LPG
Senior Hydrogeologist

Roberts Environmental Services, LLC



Jeffrey C. Roberts
President

Attachments: Authorization to Proceed
 Proposed Sampling Map
 Roberts Standard Terms & Conditions for Environmental Services

**AUTHORIZATION FOR ROBERTS ENVIRONMENTAL SERVICES, LLC, TO
PROCEED WITH PROJECT DESCRIBED IN PRECEDING PROPOSAL**

Proposal Number: 21-10854-20
Proposal Date: November 16, 2021
Client: **City of Goshen Redevelopment Commission**

Proposal Title: Limited Screening Investigation Proposal
Commercial Property
410 West Pike Street
Goshen, Indiana

The undersigned hereby authorizes Roberts Environmental Services, LLC (“ROBERTS”) to proceed on the above-referenced project in accordance with the referenced proposal and its associated work scope, terms, and conditions. By authorizing the work, the undersigned acknowledges that ROBERTS’ proposed work scope is adequate for the undersigned’s purposes. The undersigned further acknowledges that they have read, understand, and agree to the terms and conditions governing the project, including, but not limited to, the Standard Terms and Conditions for this project, which are incorporated herein, and are authorized to contractually bind the above-named Client in executing this authorization. In no event shall any subsequent work order or similar document vary the terms and conditions of this authorization, including all terms and conditions incorporated by reference, without the express written agreement of ROBERTS.

Signature

Typed or Printed Name

Company

Title

Date

ROBERTS will proceed with the authorized work upon receipt of a signed Authorization to Proceed.

PLEASE RETURN THIS PAGE TO ROBERTS UPON COMPLETION

Proposed Sampling

- ⊕ Soil & Ground Water Sampling (4)
- ⊗ Soil Sampling Only (2)



Approx. Site Parcel Boundaries
from Elkhart Co. GIS Website

Prepared By:
DDJ

Date Prepared:
November 2021

Elkhart County GIS:
Aerial Date: 2021

Approximate Scale:
1.0-inch ~ 30-feet

ROBERTS
ENVIRONMENTAL SERVICES, LLC

2112 Carmen Court • Goshen, Indiana
101 W. Ohio Street, Ste. 2000 • Indianapolis, Indiana
www.robertsenvironmental.net

PROPOSED SAMPLING MAP
VACANT COMMERCIAL PROPERTY
410 WEST PIKE STREET
GOSHEN, INDIANA

Roberts Environmental Services, LLC

Standard Terms & Conditions for Environmental Services

I(a). All work performed by Roberts Environmental Services, LLC, hereinafter called "ROBERTS", for Client is subject to the terms and limitations presented in this document, except that this document incorporates, and may be modified by, the provisions of the specific work scope and/or proposal prepared by ROBERTS. In the event of any conflict, the terms of the work scope and/or proposal shall govern.

(b). ROBERTS generally offers different levels of service to satisfy the needs and desires of different clients. Client must determine the level of service adequate for its purpose and warrants that it has reviewed the work scope and has deemed it acceptable for the service that is being provided.

(c). Unless specified in the work scope or proposal to Client, ROBERTS will not perform the following service or work and assumes no responsibility to Client to perform such services:

- An analysis, audit, or other determination as to whether the Client and/or facility being assessed is in compliance with federal, state, or local laws, statutes, ordinances, or regulations;
- Direct or indirect storage, arranging for or actually transporting, disposing, treating, or monitoring hazardous or non-hazardous substances, materials, or wastes; and
- Testing for the presence of asbestos, polychlorinated biphenyls (PCBs), lead-based paint, radon gas, or any airborne pollutants or pollutants in soil or groundwater.

II. ROBERTS' services provided under these standard terms & conditions are performed on a lump-sum or time-and-expenses basis incurred during the completion of the project as described in ROBERTS' proposal. Client and ROBERTS agree that time and expenses for any additional work items outside the scope of work in ROBERTS' proposal shall be charged at the rates in the attached Labor Fee Schedule and Equipment, Supplies, and External Expenses Fee Schedule.

III. For those services or expenses described in the proposal, Client authorizes ROBERTS to execute purchases and contracts for subconsultants; purchase expendable supplies; perform test borings, sampling, or other investigative or exploratory work. Any additional purchases or services not included in a lump-sum or time-and-expenses cost estimate will be charged to Client at their direct cost plus 10%.

IV. Unless stated otherwise, ROBERTS' work scope and/or proposal and associated costs contained therein are applicable for 90 calendar days.

V. ROBERTS' invoices are payable upon receipt. Client shall give ROBERTS written notice of any invoiced amounts disputed by Client within ten (10) calendar days after Client's receipt of the invoice, such notice shall include the amount disputed and the basis for the dispute. Client shall pay all undisputed amounts according to the following stated terms. Invoices outstanding for more than thirty (30) days after the invoice date shall incur a late-payment charge at the rate of 1.5% per month (18% per annum) from the invoice date. If Client fails to pay any invoice within sixty (60) calendar days of the invoice date, ROBERTS shall have the right, upon three (3) days written notice to Client, to stop work and recover from Client payment for all work executed and any additional costs incurred by ROBERTS in collecting past-due amounts from Client.

VI. ROBERTS strives to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants practicing in the same locality and under similar conditions at the time ROBERTS' services are performed. No warranty, expressed or implied, is included or intended in this document or any other document generated in the course of ROBERTS' services.

VII. The total cumulative liability of ROBERTS, its employees, directors, officers, agents, and subcontractors, to Client arising from services performed or to be performed by ROBERTS, including any legal fees or costs awarded under this document, shall not exceed 100% of the gross compensation received by ROBERTS for the specific work item at issue or ten thousand dollars (\$10,000), whichever is greater, regardless of the legal theory under which such liability is imposed.

VIII. ROBERTS and Client agree to waive any claims against each other for any special, incidental, or consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or ROBERTS, their employees, agents, or subcontractors. Special, incidental, and consequential damages include, but are not limited to, delays, shutdowns or other disruptions, cost of capital, loss of use, and loss of profits or revenue.

IX(a). Client recognizes that conditions at sites where samples and data are gathered are inherently random, variable in space and time, and indeterminate in nature and that conditions may differ from those encountered at the time and locations where borings, surveys, inspections, or explorations are made. Therefore, ROBERTS' data, interpretations, opinions, and recommendations are based solely on the information available to ROBERTS at the time and obtainable with the methods employed. Information obtained from ROBERTS' inspections, analysis, analysis, and testing of the site and

materials is considered evidence with respect to the detection, identification, quantification, distribution of contaminants, and remediation cost estimates, but any inference or conclusion based thereon is an opinion based on ROBERTS' professional judgment and shall not be construed as a representation of fact. Client acknowledges that inspecting, sampling, and testing reduce, but do not eliminate, the risk that contaminants may escape detection. A site at which contaminants are not found or do not exist at the time of ROBERTS' inspection or work may later, due to intervening causes such as natural groundwater flow or human activities, become contaminated. Because these risks are beyond ROBERTS' control, Client agrees to assume these risks.

(b). Client shall provide ROBERTS all information in Client's possession, custody, or control concerning the project site which could affect ROBERTS' performance of the work, and ROBERTS may rely on information provided by Client and others in performing services under this document. However, ROBERTS' services to Client do not include an independent analysis of work conducted and information provided by independent laboratories or other independent contractors or consultants retained by ROBERTS or Client, and ROBERTS shall not be responsible for the reliability of such information nor bound by interpretations by others of information developed by ROBERTS.

X(a). ROBERTS shall be responsible solely for the on-site safety of its own employees, and this responsibility shall not be construed by any party to relieve the site owner, Client, or Client's contractors and/or subcontractors from their customary and contractual responsibilities and obligations to maintain a safe project site.

(b). Client agrees to assume the responsibility of reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment and, to the extent required by law, to promptly report regulated conditions, including without limitation, the discovery of releases of hazardous substances at the site, to appropriate public authorities in accordance with applicable laws. Client further agrees to indemnify ROBERTS for any claims resulting from or related to Client's failure to properly report such conditions or releases to the appropriate agencies.

(c). The requirements of all parts of this article shall apply continuously and shall not be limited to normal working hours.

XI(a). Professional fees paid to ROBERTS by Client are in exchange only for ROBERTS' services. Therefore, all reports, recommendations, drawings, specifications, boring logs, field data and notes, laboratory test data, calculations, estimates, and other documents prepared by ROBERTS are instruments of service, not products, and as such remain the property of ROBERTS.

Documents provided by Client shall remain Client's property. ROBERTS shall retain all records related to services performed for a period of five (5) years following submission of the final report, during which time they will be made available to Client for review at all reasonable times.

(b). The services, data, and opinions of ROBERTS performed for and expressed in its instruments of service are for the sole and exclusive use of Client and shall not be provided to or relied upon by any other party without ROBERTS' express written consent. Client acknowledges that the passage of time may result in significant changes in technology, regulations, and economic or site conditions that could render ROBERTS' instruments of service inaccurate or inadequate. Because ROBERTS' instruments of service are limited to the specific project, property, and dates of ROBERTS' services, neither Client nor any other party shall rely on the information, opinions, or conclusions contained in ROBERTS' instruments of service after two (2) years from their date of final issuance without ROBERTS' expressed written consent. Reliance on ROBERTS' instruments of service after such time shall be at the user's sole risk. If Client requests that ROBERTS review its instruments of service after two (2) years from their date of final issuance, ROBERTS shall be entitled to additional compensation at its most current rates or other such terms as may be agreed upon by ROBERTS and Client.

(c). Client agrees to waive any claim against ROBERTS and to defend, indemnify and hold ROBERTS harmless from any claim or liability for injury or loss allegedly arising from the Client's unauthorized use or disclosure to a third party of ROBERTS' information, opinions, or instruments of service or their use in a manner which is incorrect, inappropriate, not intended by ROBERTS, not foreseen at the time ROBERTS' services were rendered, or allegedly arising from considering ROBERTS' instruments of service as products. Such indemnification shall extend to any claim or liability for injury or loss arising from failure to follow ROBERTS' recommendations. Client further agrees to compensate ROBERTS for any time spent or expenses incurred by ROBERTS in defense of any such claim, in accordance with ROBERTS' most current fee and expense schedules and policies.

(d). In the event that ROBERTS is served a subpoena or other similar lawful request for documents or testimony directly or indirectly relating to ROBERTS' information, opinions, or instruments of service, Client agrees to compensate ROBERTS for any time spent or expenses incurred by ROBERTS in providing such documents or testimony, in accordance with ROBERTS' most current fee and expense schedules and policies.

XII. ROBERTS carries Professional liability, pollution liability, and general liability insurance, and worker's compensation insurance. Certificates of coverage will be forwarded to Client upon request. Within the limits of said insurance or the total cumulative

liability referenced in Item VII, whichever is less, ROBERTS agrees to save Client harmless from any loss, damage, injury, or liability arising directly from negligent acts and negligent omissions by ROBERTS, ROBERTS' employees, agents, subcontractors, and their employees or agents arising in connection with the performance of the work described in the proposal and/or work scope. If Client's contract or purchase order places greater responsibilities on ROBERTS or requires further insurance coverage, ROBERTS will purchase additional insurance (if reasonably procurable) at Client's expense to protect ROBERTS, but ROBERTS shall not be responsible for property damage from any cause, including but not limited to fire and explosion, beyond the amounts and coverage of ROBERTS' insurance. In addition, Client shall name ROBERTS as an additional insured in any hold-harmless agreements between Client and any contractor who may perform work in connection with any study, report, interpretations, or design prepared by ROBERTS.

XIII. Unless otherwise agreed, Client shall furnish reasonable and safe access to all areas of the site and/or its facilities and structures necessary for ROBERTS and its subcontractors to perform the work specified in the proposal. ROBERTS assumes no responsibility for not assessing structures and areas that are inaccessible, locked, or unsafe to enter.

XIV. For the purposes of safety and assessment, Client agrees to promptly advise ROBERTS of any hazardous substances or conditions known or suspected by Client, or known by Client to be alleged or rumored by others, to exist in, on, or near the project site and which may present a risk to human health or the environment. If Client fails to so advise ROBERTS or, notwithstanding, such advice, unanticipated occurrences of hazardous substances and/or conditions are discovered during the course of the work, and such discovery results in or, in ROBERTS' judgment, may result in injury or a human health risk, Client agrees to assume full responsibility and liability and shall hold ROBERTS harmless from any and all claims, demands, suits and liabilities for personal injury, disease, or medical expenses, including but not limited to continued health monitoring and/or death, property damage, and economic loss, including consequential damages, resulting directly or indirectly from ROBERTS' discovery of unanticipated hazardous substances and/or hazardous conditions. Client also acknowledges that withholding such information could affect the findings, conclusions, opinions, and recommendations of the agreed upon work scope.

XV. Client agrees to defend, hold harmless, and indemnify ROBERTS, its officers, representatives, and employees from and against any and all suits, claims, actions, losses and liabilities resulting from the following:

(a). Client's violation of any federal, state, or local statute, regulation, or ordinance, including without limitation the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response,

Compensation Liability Act, and any amendments to these regulations, ordinances, and acts in effect at the time the work is performed.

(b). Client's direct or indirect undertaking of or arrangement for the treatment, storage, disposal, or transportation of any wastes or residual materials found, identified, or generated at the project site during prosecution of field activities By ROBERTS on Client's behalf.

(c). Changed conditions or waste materials introduced to the project site by the Client, Client's employees or contractors, third persons, or natural processes after the completion of ROBERTS' on-site work.

(d). Damage, including consequential damages, due to damage to private, on-site utilities not properly marked by the Client, Client's employees, or its designated agent prior to field work pertaining to soil sampling, groundwater sampling, and all other methods of subsurface exploration, testing, and/or remediation. ROBERTS or its subcontractor will notify the state or regional underground plant protection services for the region in which the site is located. Typically, these services do not mark private utilities or on private property; therefore, Client assumes all responsibility for properly locating and identifying underground utilities prior to ROBERTS or its subcontractors performing field activities.

XVI. ROBERTS will not intentionally divulge information regarding its services for Client other than to parties designated by Client, except as necessary by law. Information that is in the public domain at the time the work is performed or is provided to ROBERTS by third parties is excepted from this condition.

XVII(a). All claims, disputes and other matters in controversy between ROBERTS and Client shall be subject to non-binding mediation before and as a condition precedent to other remedies provided by law. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money at issue, and requiring that the matter be mediated within forty-five days of the service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent applicable mediation rules, or by such other person or organization as the parties may agree upon. No other action or suit may be commenced unless the mediation did not occur within forty-five (45) days after the service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitations would elapse if suit was not filed prior to forty-five (45) days after service of notice.

(b). If a dispute at law arises related to the services provided under this document, then Client agrees (1) to personal jurisdiction in the State of Indiana; (2) the claim will be brought and tried in the state or federal courts located in Elkhart County, Indiana, and Client

waives the right to remove the action to any other county or jurisdiction; and (3) the prevailing party, in addition to any other remedy or compensation, shall be awarded reasonable costs incurred in litigating the claim, including staff time, court costs, attorney and expert witness fees, and other claim-related expenses.

XVIII. In the event that ROBERTS' field or technical services are interrupted by causes beyond its control, ROBERTS will request compensation for the labor, equipment, and other costs ROBERTS incurs to maintain its work force and capability for Client's benefit during the interruption. For purposes of this document, such causes include, but are not limited to, unusual weather conditions or other natural catastrophes; epidemics; war; riots; labor strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; acts of governmental authorities; inability, despite reasonable diligence, to supply personnel, equipment, or material to the project; or any other cause beyond the reasonable control or contemplation of ROBERTS.

XIX. Neither Client nor ROBERTS shall delegate, assign, sublet, or transfer any duties, claims, or interests under this document, any accompanying work scope and/or proposal, or any breach of these terms and conditions, without the express written consent of the other. The terms and conditions contained in this document shall be binding upon ROBERTS and Client, their heirs, executors, administrators, successors, and assigns.

XX. These terms and conditions and the related work scope and/or proposal is the final and entire agreement between ROBERTS and Client and supersedes any prior written or oral agreements. These terms and conditions and accompanying work scope and/or proposal shall not be changed, modified, or amended except in writing and signed by Client and ROBERTS.

XXI. Any part of these terms and conditions later held to violate law, regulation, or policy shall be deemed void, and all remaining provisions shall continue in force. However, Client and ROBERTS shall in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original voided provisions. All terms and conditions of this document allocating liability and responsibility between Client and ROBERTS shall survive completion of ROBERTS' services.

Attachments: 2021 Labor Fee Schedule
2021 Equipment, Supplies, and
External Expenses Fee Schedule

ROBERTS ENVIRONMENTAL SERVICES, LLC
2021 LABOR FEE SCHEDULE

Principal	\$173.00/hour
Sr. Project Manager/Geologist/Hydrogeologist/Scientist/Engineer	\$110 - \$140/hour
Project Geologist/Scientist/Engineer	\$91 - \$110/hour
Geologist/Scientist II	\$87 - \$91/hour
Geologist/Scientist I	\$80 - \$87/hour
Sr. Environmental Geologist/Scientist/Technician	\$71 - \$80/hour
Staff Environmental Geologist/Scientist/Technician	\$65 - \$71/hour
Project Administrator/Specialist	\$60 - \$65/hour

ROBERTS ENVIRONMENTAL SERVICES, LLC
2021 GENERAL EQUIPMENT, SUPPLIES, AND EXTERNAL EXPENSES FEE
SCHEDULE

COMMON EQUIPMENT:

<u>Item</u>	<u>Rate</u>	<u>Unit</u>
Company Vehicle (>50 mi Total)	\$38.00 (Plus Mileage)	Trip
Company Vehicle (<50 mi Total)	\$68.00	Trip
Photo Ionization Detector ("PID")	\$90.00	Day
Dual Phase Interface Probe	\$60.00	Day
Water Level Indicator	\$30.00	Day
Masterflex Peristaltic Pump ("MBP")	\$90.00	Day
Mechanical Bladder Pump	\$90.00	Day
Low Flow Submersible Pump	\$90.00	Day
Air Bladder Pump/Controller	\$220.00	Day
Pressure Washer	\$75.00	Day
Surveying Equipment	\$35.00	Day
Pneumatic Drum Vacuum	\$150.00	Day
Temperature/Conductivity Meter	\$15.00	Day
Optical Dissolved Oxygen Meter	\$50.00	Day
Aqua Troll 600 Multi-Parameter/Low Flow cell	\$150.00	Day
Hand-Auger (Various Sizes)	\$25.00	Day

COMMON SUPPLIES:

<u>Item</u>	<u>Rate</u>	<u>Unit</u>
Bailers, 0.07 to 1.5-inch O.D. Polyethylene	\$10.00	Each
Rigid Polyethylene Tubing	\$0.40	Foot
Decontamination Supplies	\$20.00	Day
Reconditioned 55-Gallon Drum	\$65.00	Each
0.5 Micron In-Line Filter	\$22.00	Each
Nitrile Disposable Gloves	\$0.60	Pair

[Other supplies necessary to complete a specific project will be dependent on nature of work being performed. These supplies will be billed in accordance with specific internal fee schedules or as an external expense, which is simply cost +10%]

EXTERNAL EXPENSES:

<u>Item</u>	<u>Rate</u>	<u>Unit</u>
<u>External Expenses</u> (such as, travel, lodging, subcontracted services, equipment rental, expendable materials purchased for project, etc.):	Cost+10%	----
<u>Per Diem</u> (includes food allowance plus nominal personal expenses):	\$35.00	Day
<u>Mileage</u> (company-owned or personal vehicle):	\$0.65	Mile

RESOLUTION 02-2022

Approve Execution of Change Order Two (2) for Eisenhower Drive North and South Reconstruction

WHEREAS due to irregularities in the original roadway profile, additional milling, resurfacing and reconstruction of several HMA drive approaches were necessary.

WHEREAS change order number two (2) also includes additional work to reconstruct several structure chimneys found in poor condition and allows 10 days of time to account for the work above and established a final project completion date of Tuesday, May 31, 2022.

WHEREAS the previous contract amount with change orders was \$1,920,872.45 and this change order increased the contract by \$96,464.37 for a revised contract amount of \$2,017,336.82 which is a 12.87 percent increase over the original contract amount.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Two (2) that is attached to and made a part of this Resolution and Redevelopment Director Becky Hutsell is authorized to execute Change Order Two (2) on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on January 11, 2022

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Redevelopment Commission

FROM: Engineering Department

RE: **EISENHOWER DRIVE NORTH AND SOUTH ROAD RECONSTRUCTION
CHANGE ORDER NO. 2 (JN: 2020-0013)**

DATE: January 11, 2022

Attached please find Change Order No. 2 for the Eisenhower Drive North and South Road Reconstruction Project.

Due to irregularities in the original roadway profile, additional milling and resurfacing, as well as reconstruction, of several HMA drive approaches was necessary. Change Order No. 2 includes all costs associated for this work. In order to avoid steep transitions to the existing grade, it was also necessary to cut earthen shoulders beyond the roadway limits. Change Order No. 2 includes all costs necessary for shoulder grading and restoration.

Change Order No. 2 also includes additional work to reconstruct several structure chimneys found in poor condition; backfill for Goshen Utilities valve box replacements; and provides a line item to use surplus No. 53 recycled aggregate in lieu of No. 73 limestone compacted shoulder material.

Change Order No. 2 allows 10 days of time to account for the above work; however, as remaining project work is shut down for the winter, Change Order No. 2 establishes a final project completion date of Tuesday, May 31, 2022. All remaining punchlist items shall be complete by this date.

The previous contract amount, with change orders, was \$1,920,872.45. Change Order No. 2 increases the total contract by \$96,464.37, for a revised contract amount of \$2,017,336.82, which is an increase of 12.87 percent over the original contract amount.

Please review and consider approval of this change order by signing the attached copy.

Requested Motion: Move to approve Change Order No. 2 for the Eisenhower Drive North and South Road Reconstruction Project for an increase of \$96,464.37 and project completion date reset at May 31, 2022. The revised project amount of \$2,017,336.82 is a 12.87 percent increase from the original contract amount of \$1,787,372.45.

CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528

OWNER: City of Goshen
PROJECT NAME: Eisenhower Drive N and S Road Reconstruction
PROJECT NUMBER: 2020-0013
CONTRACTOR: Phend & Brown, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Due to irregularities in the original roadway profile, additional milling and resurfacing, as well as reconstruction, of several HMA drive approaches was necessary. Change Order No. 2 includes all costs associated for this work. In order to avoid steep transitions to the existing grade, it was also necessary to cut earthen shoulders beyond the roadway limits. Change Order No. 2 includes all costs necessary for shoulder grading and restoration.

Change Order No. 2 also includes additional work to reconstruct several structure chimneys found in poor condition; backfill for Goshen Utilities valve box replacements; and provides a line item to use surplus No. 53 recycled aggregate in lieu of No. 73 limestone compacted shoulder material.

Change Order No. 2 allows 10 days of time to account for the above work; however, as remaining project work is shut down for the winter, Change Order No. 2 establishes a final project completion date of Tuesday, May 31, 2022. All remaining punchlist items shall be complete by this date.

CO2.1	No. 53 Recycled - Shoulder Aggregate	314.73 TON	@ \$36.50	-----	\$11,487.65
CO2.2	Shoulder Grading	1 LSUM	@ \$13,640.80	-----	\$13,640.80
CO2.3	Valve Box Backfill	1 LSUM	@ \$2,797.85	-----	\$2,797.85
CO2.4	Chimney Reconstructions	1 LSUM	@ \$22,760.00	-----	\$22,760.00
CO2.5	HMA Drive Approach Reconstruction	1 LSUM	@ \$45,778.07	-----	\$45,778.07
				Subtotal -	\$96,464.37

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$1,787,372.45
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>1</u>		\$133,500.00
3. Amount of Contract, not including this supplement		\$1,920,872.45
4. Addition/ Reduction to Contract due to this supplement		\$96,464.37
5. Amount of Contract, including this supplemental		\$2,017,336.82
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$229,964.37
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)		12.87%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby reset at May 31, 2022.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor 1.06.22
Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Becky Hutsell, Community Development

ACCEPTED: CONTRACTOR

_____ Phend & Brown, Inc.
BY: _____
Signature of authorized representative

Printed

Title

RESOLUTION 03-2022

Approve Execution of Change Order Three (3) for Eisenhower Drive North and South Reconstruction

WHEREAS several delays occurred during the project where contractor crews were not actively working on-site which resulted in the delay of reopening to traffic to September 22, 2021 which was approximately one month later than the original project completion date of August 15, 2021.

WHEREAS this change order includes thirty (30) days of liquidated damages at \$500 per calendar day, reducing the contract by a total of \$15,000.

WHEREAS the previous contract amount with change orders was \$2,017,336.82 and this change order reduces the contract by \$15,000 for a revised contract amount of \$2,002,336.82.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Three (3) that is attached to and made a part of this Resolution and Redevelopment Director Becky Hutsell is authorized to execute Change Order Three (3) on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on January 11, 2022

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Redevelopment Commission

FROM: Engineering Department

RE: **EISENHOWER DRIVE NORTH AND SOUTH ROAD RECONSTRUCTION
CHANGE ORDER NO. 3 (JN: 2020-0013)**

DATE: January 11, 2022

Attached please find Change Order No. 3 for the Eisenhower Drive North and South Road Reconstruction Project.

Several delays occurred during the project, including several weeks where contractor crews were not actively working on-site. Delays resulted in Eisenhower Drive North and South re-opening to traffic on September 22, 2021. Given the ten (10) days allowed for additional work, this is still approximately one month later than the original project completion date of August 15, 2021.

In order to account for the effect of contractor delays in project completion outside of the contract time, Change Order No. 3 includes thirty (30) days of liquidated damages at \$500 per calendar day, reducing the contract by a total of \$15,000.

The previous contract amount, with change orders, was \$2,017,336.82. Change Order No. 3 reduces the total contract by \$15,000.00, for a revised contract amount of \$2,002,336.82, which is an increase of 12.03 percent over the original contract amount.

Please review and consider approval of this change order by signing the attached copy.

Requested Motion: Move to approve Change Order No. 3 for the Eisenhower Drive North and South Road Reconstruction Project for a decrease of (\$15,000). The revised project amount of \$2,002,336.82 is a 12.03 percent increase from the original contract amount of \$1,787,372.45.

**CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528**

OWNER: City of Goshen
PROJECT NAME: Eisenhower Drive N and S Road Reconstruction
PROJECT NUMBER: 2020-0013
CONTRACTOR: Phend & Brown, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Several delays occurred during the project, including several weeks where contractor crews were not actively working on-site. Delays resulted in Eisenhower Drive North and South re-opening to traffic on September 22, 2021. Given the ten (10) days allowed for additional work, this is still approximately one month later than the original project completion date of August 15, 2021.

In order to account for the effect of contractor delays in project completion outside of the contract time, Change Order No. 3 includes thirty (30) days of liquidated damages at \$500 per calendar day, reducing the contract by a total of \$15,000.

CO3.1	Liquidated Damages	30 DAYS @	-\$500.00	-----	-\$15,000.00
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Subtotal - (\$15,000.00)

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$1,787,372.45
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>2</u>		\$229,964.37
3. Amount of Contract, not including this supplement		\$2,017,336.82
4. Addition/ Reduction to Contract due to this supplement		(\$15,000.00)
5. Amount of Contract, including this supplemental		\$2,002,336.82
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$214,964.37
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>3</u> (Line 6 divided by Line 1)		12.03%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days, making the final completion date May 31, 2022.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor 1.06.22
Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Becky Hutsell, Community Development

ACCEPTED: CONTRACTOR

_____ Phend & Brown, Inc.

BY: _____
Signature of authorized representative

_____ Printed

_____ Title

RESOLUTION 04-2022

Request to Approve a Development Agreement with Greenwood Rental Properties, LLC

WHEREAS the City was approached by Greenwood Rentals Properties, LLC about plans to build a new multi-family housing development at the northeast corner of Plymouth and Indiana Avenue.

WHEREAS the current proposal is to build a total of 60 apartments at market rate.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement with Greenwood Rentals Properties, LLC attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that Becky Hutsell, Redevelopment Director, is authorized to execute the Agreement of behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on January 11, 2022

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: January 11, 2022

RE: Request to Approve a Development Agreement with Greenwood Rental Properties, LLC

Project Background

City staff was approached last year by Greenwood Rental Properties, LLC about their plans to build a new multi-family housing development on 4.3 acres parcel at the northeast corner of Plymouth and Indiana. The development company, led by local business owner Mayra Garcia and her father, purchased the property in 2020 and rezoned it for multi-family residential use. Getting to the point of having a financially viable project has been a struggle, as construction costs have increased substantially over the past year. The developer and their general contractor have worked to reduce construction costs, but the project remains financially unsustainable.

Current Project Description

The current proposal is to build 5 two-story buildings, for a total of 60 apartments. The complex would be market rate and will not be income-restricted. There would also be 30 garages on site available to rent by the tenants. The mix of units and estimated monthly rents are as follows:

Number of bedrooms	Number of baths	Monthly rent	Number of units
3 bedrooms	2	\$1,600	10
2 bedrooms	2	\$1,550	30
2 bedrooms	1	\$1,450	10
1 bedroom	1	\$1,250	10
Garages	N/A	\$225	30

The developer is working with Ancon Construction, who will design and build the project. The developer would like to break ground this year. The property would be owned and by Greenwood Rental Properties and will be managed by Bontrager Realty, LLC. The total construction cost has been estimated to be \$11.5 million, which includes a contingency to account for variables within the construction market.

Need for Gap Financing

Project construction will be financed through a commercial lender, however due to the increase in construction costs, the project will not generate enough revenue to meet commercial lending standards. Staff has met with the lender and reviewed the project proforma. The lender requires a minimum debt service coverage ratio (DSCR) of 1.2 or higher, which is typical for commercial loans. The Debt Service Coverage Ratio is a standard measurement of the cash flow available to pay current debt obligations. It is calculated by the following formula:

$$\text{DSCR} = \frac{\text{Net Operating Income}}{\text{Total Debt Service}}$$

The higher the DSCR, the more attractive a commercial project is to the lender, because it means there is room to pay debt service should rental income not meet expectations, or if there are unanticipated expenses. Based on the proforma provided by the developer, without gap financing the project will have a DSCR of only 0.97 when fully leased up. The lender has indicated that that a commercial loan will not be approved at this level.

TIF/EDC Bond

A number of Indiana communities are using a creative financing structure, sometimes referred to as a TIF/EDC bond, to provide gap financing for multi-family residential projects. The basic structure of this financing tools is as follows:

1. The Redevelopment Commission creates a TIF allocation area for a specific project.
2. The City (in conjunction with the Economic Development Commission) sells taxable economic development bonds to the developer (or affiliate).
3. The Bond proceeds are loaned to the developer and used to finance a portion of the development project.
4. To secure the developer's obligation to repay the loan under the loan agreement, the developer executes a promissory note agreeing to repay the loan.
5. The Redevelopment Commission pledges all or a portion of the TIF revenue generated by the project to pay the promissory note to the City.
6. The loan agreement provides a mechanism that allows TIF to pay the developer's obligation to repay the promissory note.

There can be substantial administrative costs related to this financing structure. However, these expenses are usually paid from bond proceeds and do not reduce existing TIF balances.

Housing Demand

Population growth is fueling a housing shortage in the Goshen market area.

1. **Population Growth.** Goshen is growing much faster than the State as a whole and is also growing faster than most of similarly sized cities in the South-Elkhart region.

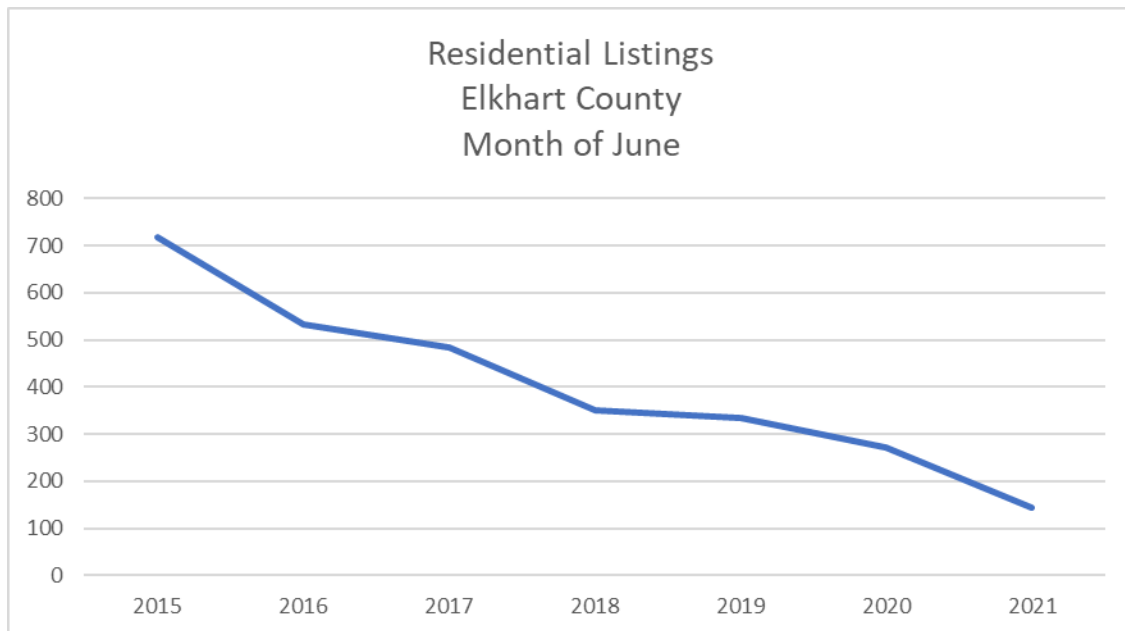
Community	2010 Census	2020 Census	Pop Increase	Percentage Increase
Goshen	31,719	34,517	2,798	8.8%
Elkhart	50,949	53,923	2,974	5.8%
South Bend	101,168	103,453	2,285	2.2%
Mishawaka	48,252	51,063	2,811	5.8%
Plymouth	10,138	10,214	76	0.01%
Indiana	6,483,802	6,785,528	301,726	4.7%

2. **Housing Occupancy.** The local housing market has a very low vacancy rate due to the high demand for housing. Goshen has a higher percentage of occupied housing of any city in the South Bend/Elkhart Region. The occupancy rate is also higher than the State average.

Housing Occupancy- South Bend/Elkhart Region

Community	Housing Occupancy Rate
Goshen	93.7%
Elkhart	91.8%
South Bend	87.7%
Mishawaka	91.9%
Plymouth	91.9%
Indiana	88.9%

3. **Home listings.** According to data collected by the Elkhart County Board of Realtors, there is a critical shortage of homes available for sale. In June of 2015 there 719 homes on the market. By June of 2021, the number of listings dropped by 80% with only 144 homes listed.



Proposed TIF Pledge

Baker Tilly has estimated the tax increment that will be generated by the proposed project. The estimate is based on the assessed values of similar multi-family developments recently constructed in Elkhart County (see attachment). According to their analysis, the estimated tax increment capture by the TIF will be \$163,470 per year. The taxpayer would also pay an estimated \$51,570 in school referendum taxes, which would be captured by the Goshen Community School Corporation each year.

The analysis is based on a scenario where 75% of the TIF revenues collected are pledged to make bond payments. The bond would have a 20-year term and carry an interest rate of 0%. The developer or a related subsidiary would be purchasing the bonds which will be payable solely from project tax increment. There is no additional obligation from the City to make bond payments from any source other than the increment attributed to the project.

The amount of bond proceeds available to support the project, allowing for issuance costs, is \$2,225,000. Based on staff discussions with the lender, and a review of the project proforma, the bond issue would allow the project to meet commercial lending criteria, producing a debt service coverage ratio 1.23 by year three when the project is fully leased.

Staff Recommendation

Staff recommends that the Redevelopment Commission move forward with a TIF/EDC bond as described in the Baker Tilly report. This recommendation is based on the following considerations:

- There is an urgent need for new housing in Goshen. This project will provide an additional 60 units of multi-family housing.
- The project will not move forward without gap financing due to historically high construction costs.
- The proposed TIF/EDC bond does not create any financial risk to the City. New tax increment generated by the project is solely used to make bond payments.
- The developer has assembled a strong team to finance, design, construct and manage the project.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into on _____, 2022 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 Greenwood Rental Properties, LLC (referred to as “Developer”).

RECITALS

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

WHEREAS the subject real estate is owned by Greenwood Rental Properties, LLC.

WHEREAS, Developer purchased the subject real estate and completed the rezoning process through the City Planning & Zoning Office to allow for multi-family residential development.

WHEREAS, Developer contracted with Ancon Construction to develop the project plans and had financing in place with an acceptable pro forma.

WHEREAS, rising construction costs due to the COVID-19 pandemic resulted in the pro forma no longer being acceptable for financing. Assistance was requested from the Redevelopment Commission to move the project forward.

WHEREAS, the City is experiencing a housing shortage and is agreeing to partner with the Developer to move this project forward because of the extenuating circumstances that currently exist in both the housing and construction market.

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.

DEVELOPMENT AREA DESCRIBED

1. This agreement concerns the development of two (2) parcels of real estate containing approximately 3.93 acres of land at the northeast corner of Plymouth Avenue and Indiana

Avenue. The parcels are identified as Parcel 1 and Parcel 2 on the map attached to this agreement as Exhibit A, and are more particularly described as follows:

PARCEL 1

Property generally located at the northeast corner of Plymouth Avenue and Indiana Avenue, with a common address of 919 W Plymouth Avenue, containing ± 0.7 acres, and more particularly described as follows:

Part of the Northwest Quarter of Section 16, Township 36 North, Range 6 East, more particularly described as follows: Commencing at the Southwest corner of the aforesaid Quarter Section and the intersection of County Road 21 and State Road 119; thence due North (assumed) along the West line of the aforesaid Section and County Road 21, 235.60 feet; thence South 89 degrees 07 minutes East, 184.89 feet; thence due South 235.60 feet to the South line of the aforesaid Quarter Section and State Road 119; thence North 89 degrees 07 minutes West along the South line of the aforementioned Quarter Section and State Road 119 a distance of 184.89 feet to the point of beginning.

Less and Excepting:

A part of the Northwest Quarter of Section 16, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, being more particularly described as follows: Commencing at the Southwest corner of the aforesaid Quarter Section and the center of the intersection of County Road 21 and State Road 119 for the POINT OF BEGINNING; thence North 00 degrees 46 minutes West along the West line of the aforesaid Section and the centerline of County Road 21 (Indiana Avenue), a distance of 235.60 feet; thence South 89 degrees 07 minutes East, a distance of 30.00 feet; thence South 00 degrees 46 minutes East, a distance of 185.60 feet to a point 50.00 feet North of the centerline of State Road 119 and South line of the aforesaid Quarter Section; thence South 45 degrees East on an assumed bearing, a distance of 14.14 feet to a point 40.00 feet North of the centerline of State Road 119 and 40.00 feet East of the centerline of County Road 21; thence South 89 degrees 07 minutes East, a distance of 144.89 feet parallel to the centerline of State Road 119; thence South 00 degrees 46 minutes East, a distance of 40.00 feet; thence North 89 degrees 07 minutes West along the centerline of State Road 119 and South line of the aforesaid Quarter Section, a distance of 184.89 feet to the point of beginning of this description. Containing 0.30 acre, more or less.

PARCEL 2

Property generally located on the east side of Indiana Avenue and the north side of Plymouth Avenue, with a common address of 1006 S Indiana Avenue, containing ± 3.93 acres, and more particularly described as follows:

Beginning at a nail in the center line of the pavement of State Highway No. 119 marking the Southwest corner of the Northwest one-quarter of Section 16, Township 36 North, Range 6 East, Elkhart County, Indiana; thence North zero degrees and 46 minutes West, along the West line of said Section, 532.05 feet; thence North 89 degrees and 40 minutes East, 439.7 feet to an iron stake;

thence South zero degrees and 26 minutes East, 533.3 feet to the center line of the aforesaid State Highway; thence South 89 degrees and 50 minutes West, along the centerline of said Highway, 436.6 feet to the place of beginning.

LESS AND EXCEPT:

Part of the Northwest Quarter of Section 16, Township 36 North, Range 6 East, more particularly described as follows:

Commencing at the Southwest Corner of the aforesaid quarter section and the intersection of County Road 21 and State Road 119; thence due North (assumed) along the west line of the aforesaid section and County Road 21, 235.60 feet; thence South 89 degrees 7 minutes east 184.89 feet; thence due south 235.60 feet to the south line of the aforesaid quarter section and State Road 119; thence North 89 degrees 7 minutes West along the south line of the aforementioned quarter section and State Road 119 a distance of 184.89 feet to the point of beginning.

ALSO LESS AND EXCEPT:

All public rights-of-way of record.

2. For the purposes of this agreement, Parcel 1 and Parcel 2 may be collectively referred to as “subject real estate.”

DEVELOPMENT PLANS AND DUTY TO DEVELOP

1. Developer agrees to submit detailed development plans for a multi-family residential development on the subject real estate for approval through the City’s Technical Review process.
2. Developer agrees to comply with all City of Goshen requirements for development within a Residential R-3 (multi-family) zoning district.
3. Developer agrees to commence construction of the first apartment building on the subject real estate by October 1, 2022. Timing of the construction of the subsequent building will be completed no later than June 1, 2024.
4. Developer agrees to invest Eleven Million Dollars (\$11,000,000.00) into development, design and construction of the multi-family residential development twenty-four (24) months after the date of the execution of this agreement.
5. Developer agrees to guarantee that twenty percent (20%) of the dwelling units within the development are offered to essential workers (first responders, health care workers and teachers). If available units are not occupied by an essential worker within thirty (30) days from vacancy, Developer may offer them to others.

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 site infrastructure projects listed in paragraph 3 of this section below. The financial parameters of the Bond are set forth in paragraph 5 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.
2. If the overall development project is completed for less than the project estimate, which is Eleven Million Twenty-Three Thousand Dollars (\$11,023,000), Developer will make an initial bond payment equal to the difference between the actual costs and the project estimate within forty-five (45) days of completion of the project, including payment of all outstanding invoices for the construction project.
3. 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. Water Main Installation – Connection to the existing public water mains and service to the residential units within the development;
 - b. Sewer Main Installation – Connection to the existing public sewer mains and service to the residential units within the development;
 - c. Sidewalk Construction – Construction of all sidewalks within the development, including those required by Planning & Zoning; and
 - d. Roadway Improvements & Construction – Construction of all roadway improvements required by City departments, including entrances into the development as well as roadways within the development.
4. If the net Bond proceeds are not used entirely for the projects in paragraph 3 above, the unused Bond proceeds will be used on other exterior improvements for the development to ensure that the proposed development can be constructed as presented in Exhibit B.
5. 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 Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00) that will be available to fund the projects listed in paragraph 3 of this section above. Seventy-five percent (75%) of the 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 no interest. A copy of the Baker Tilly projections is included as Exhibit C.

6. Seventy-five percent (75%) of the TIF revenues generated from the New Allocation Area will be used exclusively for payment of the debt service on the Bonds. The remaining twenty-five percent (25%) will be retained by the Goshen Redevelopment Commission for future projects within this immediate area.

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.

ESTABLISHMENT OF A NEW ALLOCATION AREA AND EASEMENTS

1. The subject real estate is in the current corporate boundaries of the City of Goshen and is part of the Consolidated River Race/US 33 Economic Development Area and the Consolidated River Race/US 33 Tax Increment Financing District. The subject real estate will be removed from the Consolidated River Race/US 33 Tax Increment Finance District and placed in the New Allocation Area.
2. City agrees to commence the process to remove the subject real estate from the existing Tax Increment Financing District and to add the subject real estate to the New Allocation Area as set forth above as soon as Developer has commenced plans for construction of buildings on the subject real estate.
3. In the event that any rights-of-way or easements to be donated to the City pursuant to this Agreement for the subject real estate and the Developer does not own all or any portion of said tracts of real estate, Developer agrees to acquire and donate any such rights-of-way or easements for all or any portion of the subject real estate.

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 approved in advance of construction by the City of Goshen.
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.

FIRE HYDRANTS

Fire hydrants shall be installed within the subject real estate by Developer as development occurs. Installation will be in accordance with plans acceptable to the Goshen Fire Department and the Goshen Engineering Department. 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 property maintenance of the hydrants if City accepts dedication.

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.

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
Goshen Common Council**

By Jeremy P. Stutsman, Mayor and Presiding Officer

Date: _____

Goshen Board of Public Works and Safety

By Jeremy P. Stutsman, Mayor

Date: _____

City of Goshen Redevelopment

Becky Hutsell, Redevelopment Director

Date Signed: _____

Greenwood Rental Properties, LLC

Printed: _____

Title: _____

Date Signed: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Myra Garcia, as a Member of Greenwood Rental Properties, 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 _____, 2022.

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 _____, 2022.

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 _____, 2022.

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 Becky Hutsell, City of Goshen Redevelopment Director, 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 _____, 2022.

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

This instrument was prepared by Larry A. Barks, 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. Barks).

EXHIBIT A

Subject Real Estate

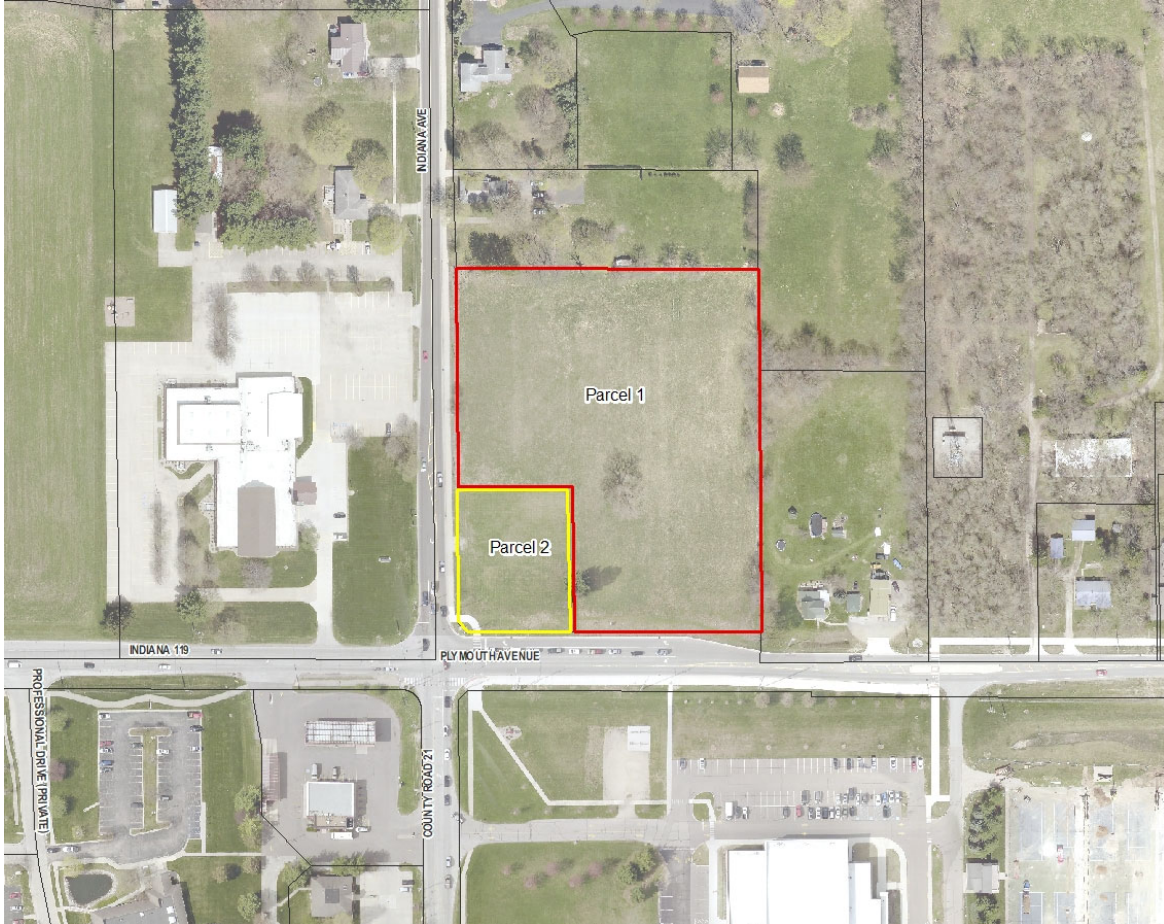


EXHIBIT B

Exterior Renderings



STREET SIDE



RIGHT SIDE



LEFT SIDE



PARKING SIDE



Garcia Properties, LLC

3-19-21

Option A

EXHIBIT C

Baker Tilly Bond Projections

September 14, 2021

Mr. Mark Brinson, Director of Community Development
City of Goshen
204 East Jefferson Street
Goshen, Indiana 46528

Baker Tilly Municipal Advisors, LLC
8365 Keystone Crossing, Ste 300
Indianapolis, IN 46240
United States of America

T: +1 (317) 465 1500
F: +1 (317) 465 1550
bakertilly.com

Re: Proposed Apartment Development

Dear Mr. Brinson:

Per your request, we have prepared this illustrative analysis to assist you in the discussion and consideration of the proposed apartment development. The attached schedules (listed below) present unaudited and limited information. The use of these schedules should be restricted to this purpose, for internal use only, as the information is subject to future revision and final report.

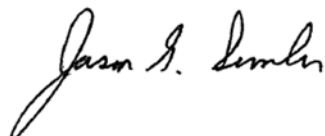
<u>Page</u>	
2	Estimated Tax Increment for the Proposed Development
3	Illustrative Project Costs and Funding
4	Illustrative Amortization of \$2,340,000 Principal Amount of Economic Development Revenue Bonds of 2021
5	Comparison of Estimated Pledged Tax Increment and Illustrative Annual Debt Service

In the preparation of these schedules, certain assumptions were made as noted regarding certain future events. As is the case with such assumptions regarding future events and transactions, some or all may not occur as expected and the resulting differences could be material. We have not examined the underlying assumptions nor have we audited or reviewed the historical data. Consequently, we express no opinion thereon nor do we have a responsibility to prepare subsequent reports.

We would appreciate your questions or comments on this information and would provide additional information upon request.

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC



Jason G. Semler, Partner

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Proposed Apartment Development

ESTIMATED TAX INCREMENT FOR THE PROPOSED DEVELOPMENT

	<u>January 1 Completion Date</u> (1)	<u>Estimated Sq. Ft./Acre</u> (2)	<u>Estimated Assessed Value / Sq. Ft./Acre</u> (3)	<u>Estimated Assessed Value Year Payable 2024</u>
Proposed Development				
Apartments and Garages	2023	82,715	\$90	\$7,444,350
Land (4)	2023	4.34	30,000	<u>130,200</u>
Estimated Net Assessed Value				7,574,550
Less: Base Assessed Value (5)				<u>(10,300)</u>
Estimated Incremental Assessed Value				7,564,250
Times: Net Tax Rate (6)				<u>\$3.5201</u>
Sub-total				266,270
Less: Estimated Circuit Breaker Credit (7)				<u>(63,410)</u>
Estimated Net Property Taxes				202,860 (8)
Less: Estimated Referendum Taxes (9)				<u>(51,570)</u>
Estimated Tax Increment				151,290
Plus: Additional TIF from LIT PTRC (10)				<u>12,180</u>
Estimated Net Tax Increment				<u>\$163,470</u>
75% of Estimated Net Tax Increment (11)				<u><u>\$122,600</u></u>

- (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 the project is located on parcels 20-11-16-151-026.000-015 and 20-11-16-151-027.000-015 (collectively, the "Project Parcels") and that the Project Parcels will be assessed as primary commercial land.
- (5) Represents the pay 2021 net assessed value of the Project Parcels.
- (6) Represents the pay 2021 tax rate for the Goshen City-Elkhart Township taxing district of \$3.6811, less the 2021 LIT Property Tax Replacement Credit of 5.3678%.
- (7) Accounts for the application of the Circuit Breaker Tax Credit, which limits property tax liability to 2.0% of gross assessed value for non-homestead residential property. 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) Does not account for the estimated \$270 of property taxes generated by the Base Assessed Value.
- (9) Represents the taxes that will be captured by the Goshen Community School Corporation combined referendum tax rate of \$0.6818.
- (10) Represents the taxes from the LIT Property Tax Replacement Credit that will be reimbursed to the Redevelopment Commission in the form of Tax Increment.
- (11) Assumes 75% of the Tax Increment is pledged for debt service on the Bonds.

Note: This analysis assumes no additional growth in assessed values or changes in tax rates. Changes to these assumptions or to those outlined above may have a material effect on the tax increment estimates contained in this analysis. This analysis assumes the Redevelopment Commission removes the Project Parcels from the existing Goshen River Race Allocation Area and establishes a new Allocation Area consisting of only the Project Parcels.

(Subject to the attached letter dated September 14, 2021)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Proposed Apartment Development

ILLUSTRATIVE PROJECT COSTS AND FUNDING

Assumes the Developer purchases the Bonds

Illustrative Project Costs:

Net proceeds available for the Project	\$2,225,000
Allowance for Bond issuance costs and contingencies	<u>115,000</u>
Total Illustrative Project Costs	<u><u>\$2,340,000</u></u>

Illustrative Project Funding:

Illustrative Economic Development Revenue Bonds of 2021 (1)	<u><u>\$2,340,000</u></u>
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(1) Assumes the bonds will be purchased by the Developer or a related subsidiary and will be payable solely from project tax increment.

(Subject to the attached letter dated September 14, 2021)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Proposed Apartment Development

**ILLUSTRATIVE AMORTIZATION OF \$2,340,000 PRINCIPAL AMOUNT OF
ECONOMIC DEVELOPMENT REVENUE BONDS OF 2021**

Assumes Bonds dated October 14, 2021

Payment Date	Principal Outstanding	Principal	Illustrative Interest Rate (1)	Illustrative Interest	Illustrative Total Debt Service	Illustrative Fiscal Year Debt Service
01/01/22	\$2,340,000			\$0	\$0	\$0
07/01/22	2,340,000			0	0	
01/01/23	2,340,000			0	0	0
07/01/23	2,340,000			0	0	
01/01/24	2,340,000			0	0	0
07/01/24	2,340,000	\$58,000	0.00%	0	58,000	
01/01/25	2,282,000	59,000	0.00%	0	59,000	117,000
07/01/25	2,223,000	58,000	0.00%	0	58,000	
01/01/26	2,165,000	59,000	0.00%	0	59,000	117,000
07/01/26	2,106,000	58,000	0.00%	0	58,000	
01/01/27	2,048,000	59,000	0.00%	0	59,000	117,000
07/01/27	1,989,000	58,000	0.00%	0	58,000	
01/01/28	1,931,000	59,000	0.00%	0	59,000	117,000
07/01/28	1,872,000	58,000	0.00%	0	58,000	
01/01/29	1,814,000	59,000	0.00%	0	59,000	117,000
07/01/29	1,755,000	58,000	0.00%	0	58,000	
01/01/30	1,697,000	59,000	0.00%	0	59,000	117,000
07/01/30	1,638,000	58,000	0.00%	0	58,000	
01/01/31	1,580,000	59,000	0.00%	0	59,000	117,000
07/01/31	1,521,000	58,000	0.00%	0	58,000	
01/01/32	1,463,000	59,000	0.00%	0	59,000	117,000
07/01/32	1,404,000	58,000	0.00%	0	58,000	
01/01/33	1,346,000	59,000	0.00%	0	59,000	117,000
07/01/33	1,287,000	58,000	0.00%	0	58,000	
01/01/34	1,229,000	59,000	0.00%	0	59,000	117,000
07/01/34	1,170,000	58,000	0.00%	0	58,000	
01/01/35	1,112,000	59,000	0.00%	0	59,000	117,000
07/01/35	1,053,000	58,000	0.00%	0	58,000	
01/01/36	995,000	59,000	0.00%	0	59,000	117,000
07/01/36	936,000	58,000	0.00%	0	58,000	
01/01/37	878,000	59,000	0.00%	0	59,000	117,000
07/01/37	819,000	58,000	0.00%	0	58,000	
01/01/38	761,000	59,000	0.00%	0	59,000	117,000
07/01/38	702,000	58,000	0.00%	0	58,000	
01/01/39	644,000	59,000	0.00%	0	59,000	117,000
07/01/39	585,000	58,000	0.00%	0	58,000	
01/01/40	527,000	59,000	0.00%	0	59,000	117,000
07/01/40	468,000	58,000	0.00%	0	58,000	
01/01/41	410,000	59,000	0.00%	0	59,000	117,000
07/01/41	351,000	58,000	0.00%	0	58,000	
01/01/42	293,000	59,000	0.00%	0	59,000	117,000
07/01/42	234,000	58,000	0.00%	0	58,000	
01/01/43	176,000	59,000	0.00%	0	59,000	117,000
07/01/43	117,000	58,000	0.00%	0	58,000	
01/01/44	59,000	59,000	0.00%	0	59,000	117,000
Totals		<u>\$2,340,000</u>		<u>\$0</u>	<u>\$2,340,000</u>	<u>\$2,340,000</u>

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

(Subject to the attached letter dated September 14, 2021)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Proposed Apartment Development

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

<u>Taxes Payable Year</u>	<u>Estimated Pledged Tax Increment</u>	<u>Allowance for TIF Administration Fees</u>	<u>Net Tax Increment</u>	<u>Illustrative Debt Service</u>	<u>Estimated Tax Increment Remaining</u>
	(1)			(2)	
2024	\$122,600	(\$5,000)	\$117,600	(\$117,000)	\$600
2025	122,600	(5,000)	117,600	(117,000)	600
2026	122,600	(5,000)	117,600	(117,000)	600
2027	122,600	(5,000)	117,600	(117,000)	600
2028	122,600	(5,000)	117,600	(117,000)	600
2029	122,600	(5,000)	117,600	(117,000)	600
2030	122,600	(5,000)	117,600	(117,000)	600
2031	122,600	(5,000)	117,600	(117,000)	600
2032	122,600	(5,000)	117,600	(117,000)	600
2033	122,600	(5,000)	117,600	(117,000)	600
2034	122,600	(5,000)	117,600	(117,000)	600
2035	122,600	(5,000)	117,600	(117,000)	600
2036	122,600	(5,000)	117,600	(117,000)	600
2037	122,600	(5,000)	117,600	(117,000)	600
2038	122,600	(5,000)	117,600	(117,000)	600
2039	122,600	(5,000)	117,600	(117,000)	600
2040	122,600	(5,000)	117,600	(117,000)	600
2041	122,600	(5,000)	117,600	(117,000)	600
2042	122,600	(5,000)	117,600	(117,000)	600
2043	122,600	(5,000)	117,600	(117,000)	600
Totals	<u>\$2,452,000</u>	<u>(\$100,000)</u>	<u>\$2,352,000</u>	<u>(\$2,340,000)</u>	<u>\$12,000</u>

(1) See page 2. Assumes 75% of the Tax Increment is pledged for debt service on the Bonds.

(2) See page 4.

(Subject to the attached letter dated September 14, 2021)

(Preliminary - Subject to Change)

(For Internal Use Only)

CITY OF GOSHEN
REDEVELOPMENT COMMISSION
2022 Meeting Schedule

The 2022 regular meetings of the Goshen Redevelopment Commission will take place on the second Tuesday of each month at 3:00 p.m. as set forth below. The meetings will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

January 11, 2022

February 8, 2022

March 8, 2022

April 12, 2022

May 10, 2022

June 14, 2022

July 12, 2022

August 9, 2022

September 13, 2022

October 11, 2022

November 8, 2022

December 13, 2022

All meetings of the Goshen Redevelopment Commission are open to the public with the exception of an executive session that may be held as authorized by Indiana Code §5-14-1.5-6.1. Meetings in addition to those listed above may be scheduled as necessary, subject to public notice requirements.

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 **December 15, 2021 through January 6, 2022** and finds that entries are allowed in the total amount of **\$1,412,672.64**

APPROVED on January 11, 2022

Vince Turner, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 12/15/2021 through 1/6/22

324-560-00-438.0107			2015 SE REDEVELOPMENT DISTRICT BONDS - PRINCIPAL		
1/1/2022	Bank of New York Mellon Trust Company, NA (05316)				\$395,000.00
Line Total for Period:					\$395,000.00
324-560-00-438.0120			Goshen Redv Comm REF 2015		
1/1/2022	Bank of New York Mellon Trust Company, NA (05316)				\$295,000.00
Line Total for Period:					\$295,000.00
324-560-00-438.0207			2015 SE REDEVELOPMENT DISTRICT BONDS - INTEREST		
1/1/2022	Bank of New York Mellon Trust Company, NA (05316)				\$14,437.50
Line Total for Period:					\$14,437.50
324-560-00-438.0208			Goshen Redv Comm REF 2015 Interest		
1/1/2022	Bank of New York Mellon Trust Company, NA (05316)				\$100,750.00
Line Total for Period:					\$100,750.00
324-560-00-438.0300			Paying Agent Fees		
1/1/2022	Bank of New York Mellon Trust Company, NA (05316)				\$1,250.00
Line Total for Period:					\$1,250.00
406-560-00-431.0502			RDV NON-RVRT OP/Contractual Services		
12/20/2021	Barkes, Kolbus, Rife & Shuler-FID ACCT (05080)				\$225.00
1/4/2022	Yarkshark, LLC				\$190.00
1/5/2022	Barkes, Kolbus, Rife & Shuler, LLP (00311)				\$4,486.98
Line Total for Period:					\$4,901.98
473-560-00-431.0502			SOUTHEAST TIF/Contractual Services		
1/5/2022	American Structurepoint, Inc. (03093)				\$3,828.00
Line Total for Period:					\$3,828.00
473-560-00-439.0930			SOUTHEAST TIF/Other Services & Charges		
1/5/2022	Barkes, Kolbus, Rife & Shuler, LLP (00311)				\$380.00
Line Total for Period:					\$380.00

473-560-00-442.0000	SOUTHEAST TIF/Capital Projects	
1/6/2022	Phend & Brown	\$173,559.54
Line Total for Period:		\$173,559.54
480-560-00-431.0502	RR/US 33 TIF/Contractual Services	
1/4/2022	A & Z Engineering, LLC	\$26,514.50
Line Total for Period:		\$26,514.50
480-560-00-438.0100	Loan Repayment (Major Moves)	
1/4/2022	Goshen, City of	\$59,571.76
Line Total for Period:		\$59,571.76
480-560-00-439.0930	RR/US 33 TIF/Other Services & Charges	
1/4/2022	City of Goshen Utilities	\$24.29
1/4/2022	Commercial Appraisal Services, Inc. (09958)	\$600.00
1/4/2022	John Hall's True Value Hardware (00081)	\$5.07
1/4/2022	Kelly Appraisals (05993)	\$400.00
Line Total for Period:		\$1,029.36
480-560-00-441.0001	RR/US 33 TIF/Property Acquisition	
12/21/2021	Barkes, Kolbus, Rife & Shuler-FID ACCT (05080)	\$250,000.00
Line Total for Period:		\$250,000.00
480-560-00-442.0000	RR/US33 TIF/Capital Projects	
1/4/2022	Glass Doctor	\$1,450.00
1/4/2022	Goshen, City of	\$85,000.00
Line Total for Period:		\$86,450.00
Total Expenditures for Period:		\$1,412,672.64



January 2022 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

- The City continues to work with INDOT and Norfolk Southern for the design of the Madison Street railroad Crossing. Based a discussion with Norfolk Southern in November of 2021, NS has not begun their design work yet. The quiet zone schedule is being driven by this work. Activities to be completed to implement the Quiet Zone are:– Installation of signs and delineators at the railroad crossings.
- – Traffic counts to be done at each of the railroad crossings.
- – 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 TBD.
- – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- – Railroad Quiet Zone is anticipated to be “in-service”.

The City met with the Federal Railroad Administration (FRA) and INDOT at the end of July 2019 to review the plan’s 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. Contact was made with INDOT on August 4, 2021, and they will assist by having an invoice sent to initiate the work.

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. The water main project, which was 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 this to allow for construction to begin in 2022. We are currently coordinating with NIPSCO electric to complete their electric pole relocation work and they have committed to having it completed before the end of January. We intend to bid the project within the next month to allow for 2022 construction.

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 2022.

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. Bids were received on December 6. HRP was awarded a contract in December to complete the construction work and intends to begin late spring. All work is to be complete by November of this year.

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. A development proposal has been received from Anderson Partners LLC to build a mixed-use project consisting of approximately 150 apartments and 5,000 square feet of commercial space. The Redevelopment Commission has authorized staff to begin negotiating a development agreement with the developer.

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

A Development Agreement is currently in place with InSite Development for development of an apartment complex (River Art) at the northwest corner of 3rd and Jefferson. The renovation of the north end of the Hawks building was part of the same agreement and this portion of the work is now complete.

PROJECT UPDATE

The developer will be updating the Commission at this month's Commission meeting regarding development plans.

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, Goshen Redevelopment agreed to provide partial financial support for vault closures. Goshen Engineering has sent out notices to all property owners with vaults, and applications to participate are being received. A second program notification letter was sent at the end of November. The last date to submit an application is December 17, 2021. Vault closure work will begin in 2022.

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 is still ongoing. The contractor was to have been complete with their work by August 15, but that deadline was not met. The contractor, A meeting with the contractor is scheduled for December 9, 2021, to discuss uncomplete project items and contract responsiveness. With landscape restoration issues outstanding, this project will not be closed until 2022.

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 has updated his plans for this area and will be providing an update to the Commission this month.

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

The City and American Structurepoint continue to work out the final professional services design fee.

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: MADISON STREET BRIDGE REPLACEMENT

PROJECT DESCRIPTION

The Madison Street bridge is approaching its end of life, and has a load restriction established. If development plans for the west side of the canal are undertaken, the bridge will need to be replaced prior to the development occurring.

PROJECT UPDATE

On September 8, 2020, the Redevelopment Commission approved the issuance of a Request for Proposals (RFP) for design services. The project design is being completed and will be shelved until the status of the site changes, or the condition of the bridge worsens, or the bidding environment becomes more favorable.

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 and an additional \$4 million earmarked for construction. The new fire station was originally intended to replace the College Avenue station and but recent negotiations with Elkhart Township have instead led to the decision to instead plan for a fourth station near the Goshen Airport.

PROJECT UPDATE

Prior to the complete design of the new fire station, a study is being 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 several meetings to develop the project goals and needs. It is anticipated that the final report will be provided to the Commission in February.

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 was able to acquire the property at 113 W Jefferson Street. A contract has been executed with A&Z Engineering to complete necessary survey work for this area. As of December 2021, the survey work is complete and the geotechnical engineer is scheduling the required soil borings. The design will be completed for a spring bid, but staff is cautiously watching the material prices and contractor availability.

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

The City and County worked with JPR to complete a Traffic Impact Study (TIS) for the area based upon the new court complex and the changes in traffic patterns that can be expected. The report is now complete and has been approved by INDOT. Elkhart County has confirmed their funding commitment for the overall project and A&Z Engineering has been hired to complete the design. It's anticipated that the project will be ready to bid in 2022 or early 2023. .

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. A meeting with the Indiana Department of Environmental Management occurred, and the Water Utility will be hiring a consultant to assist with planning and design for water system improvements.

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 engineer's 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. Optimistically, construction is anticipated to occur in 2022.

PROJECT: EAST COLLEGE AVENUE INDUSTRIAL DEVELOPMENT

PROJECT DESCRIPTION

Last Dance, LLC has purchased 313 acres of farmland on East College Avenue just east of the railroad tracks. A portion of the land was previously annexed by Lippert for development but the project never came to life. Last Dance has now purchased additional land and is partnering with the City on the infrastructure. They've hired Abonmarche to complete the design of a new water main loop from College to CR 31 to CR 38 to connect at Century Drive, extension of sewer mains beneath the railroad to serve the new industrial area, a new public water/sewer/roadway loop within the first phase of the development and substantial stormwater improvements. The project is being funded by a combination of existing TIF funds and by a city-issued bond that will be purchased by the developer and repaid through future TIF revenues. Annexation of the additional land has been completed.

PROJECT UPDATE

Abonmarche has submitted 60% design plans to the City for review. The project's 60-percent design plans were submitted and Technical Review Comments were provided back. Abonmarche continues to work on the design for a spring 2022 bid

PROJECT: PARK DEPARTMENT MAINTENANCE BUILDING

PROJECT DESCRIPTION

The Goshen Parks Department needs to relocate its existing maintenance building which is located in a floodway in Shanklin Park. The Redevelopment Commission has offered the property between Plymouth Avenue and Jackson Street, adjacent to the east side of the railroad. The Commission has also allocated \$1.0 million toward the cost of designing and constructing the new facility.

PROJECT UPDATE

The maintenance building plans and construction documents have been completed. The project was put out to bid in November 2021 with bids due in December 2021. As only one bid was received and the bid was substantially over the cost estimate, the bid was rejected. The project will be re-bid in the first or second quarter of 2022.