



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE JANUARY 9, 2023 REGULAR MEETING**

Convened at 2 p.m. at the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Jeremy Stutsman, Mike Landis, Mary Nichols and Barb Swartley

Absent: None

CALL TO ORDER: Mayor Jeremy Stutsman called the meeting to order at 2:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Stutsman presented the minutes of the Dec. 19, 2022 Regular Meeting. Board member Barb Swartley moved to approve the minutes as presented and the motion was seconded by Board member Mike Landis. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda with the addition of item #13. *Engineering Department: Request for an Environmental Restrictive Covenant.* Board member Swartley moved to approve the agenda as amended. Board member Landis seconded the motion. Motion passed 4-0.

1) Opening of bids: Two single-axle dump trucks and equipment (bids due 1:45 p.m., Jan. 9, 2023)

Opportunity: Two 2022 or newer single-axle trucks with heavy duty dump body with underbody scrapper that meet the needs and desires of the City of Goshen Street Department. Besides the Single-Axle Dump Trucks (Items 1 and 2), offers also were solicited for the following optional item: Optional Item 3: Spreader (up to two).

Mayor Stutsman announced that the Clerk-Treasurer's Office didn't receive any bids for the two single-axle dump trucks and equipment.

2) Police Department: Promote Corey M. Mosher #177 to Police Sergeant, retroactive to Jan. 6, 2023

City Police Chief José Miller asked the Board to approve the promotion of Officer Corey M. Mosher to the rank of Sergeant from the position of Patrol Officer, retroactive to Jan. 6, 2023. Chief Miller said Officer Mosher has worked for the Police Department about seven years and has demonstrated he will be an asset as a supervisor. He currently is a K-9 handler and Field Training Officer for the Department.

Swartley/Landis moved to approve promotion of Officer Corey M. Mosher from the position of Patrol Officer to the rank of Sergeant, retroactive to Jan. 6, 2023. Motion passed 4-0.

After the Board approved the promotion, Mayor Stutsman swore Sgt. Corey M. Mosher into office.

3) Fire Department: Hire Douglas A. Burggraf Jr. as a Probationary Firefighter effective Jan. 9, 2023

City Assistant Chief of Operations Anthony Powell told the Board that Douglas A. Burggraf Jr. has passed all of the pension requirements for the State of Indiana. He requested that the Board hire Burggraf as a Probationary Firefighter for the Goshen Fire Department effective today, Jan. 9, 2023.



Swartley/Landis moved to approve the hiring of Douglas A. Burggraf Jr. as a Probationary Firefighter for the Goshen Fire Department effective today, Jan. 9, 2023. Motion passed 4-0.

After the Board approved the hiring, Mayor Stutsman swore Douglas A. Burggraf Jr. into office as a Probationary Firefighter.

4) Fire Department: Hire James M. White as a Probationary Firefighter effective 9, 2023

City Assistant Chief of Operations Anthony Powell told the Board that James M. White has passed all of the pension requirements for the State of Indiana. He requested that the Board hire White as a Probationary Firefighter for the Goshen Fire Department effective today, Jan. 9, 2023.

Swartley/Landis moved to approve the hiring of James M. White as a Probationary Firefighter for the Goshen Fire Department effective today, Jan. 9, 2023. Motion passed 4-0.

After the Board approved the hiring, Mayor Stutsman swore James M. White into office as a Probationary Firefighter.

5) Fire Department: Hire Jordan L. Hunter as a Probationary Firefighter effective Jan. 9, 2023

City Assistant Chief of Operations Anthony Powell told the Board that Jordan L. Hunter has passed all of the pension requirements for the State of Indiana. He requested that the Board hire Hunter as a Probationary Firefighter for the Goshen Fire Department effective today, Jan. 9, 2023.

Swartley/Landis moved to approve the hiring of Jordan L. Hunter as a Probationary Firefighter for the Goshen Fire Department effective today, Jan. 9, 2023. Motion passed 4-0.

After the Board approved the hiring, Mayor Stutsman swore Jordan L. Hunter into office as a Probationary Firefighter.

6) Fire Department: Promote Matthew Whitford to Fire Sergeant effective Feb. 20, 2023

City Assistant Chief of Operations Anthony Powell told the Board that Matthew Whitford has passed all of the tests and standards required for promotion. He asked the Board to approve the promotion of Whitford to the rank of Sergeant for the Goshen Fire Department, effective Feb. 20, 2023.

Swartley/Landis moved to approve the promotion of Matthew Whitford to the rank of Sergeant for the Goshen Fire Department, effective Feb. 20, 2023. Motion passed 4-0.

After the Board approved the promotion, Mayor Stutsman swore Sgt. Whitford into office.

7) LaCasa Inc. request: Approve the closure of the alley between 214 S. 8th St. and 212 S. 8th St. to replace the foundation wall of 214 S. 8th, Jan. 10-17, 2023

LaCasa Housing Development Manager Aaron Lehman asked the Board to approve the closure of the alley between 214 S. 8th St. and 212 S. 8th St. from Tuesday Jan. 10 through Tuesday, Jan. 17.

In a written request, Brad Hunsberger, vice president of Real Estate Development, wrote that LaCasa would be replacing the foundation wall of 214 S. 8th immediately adjacent and south of the subject alley, with excavation work from Jan. 10-17.



Hunsberger indicated that LaCasa will post barricades on the 8th Street side of the alley to prevent cars from entering the alley and will install waddles and inlet protection to prevent sediment from entering the storm drainage system from this project. At the completion of the project, LaCasa we will sweep and clean the alley to restore it to the previous condition. LaCasa staff members have notified the next door neighbors of this request. Lehman said he has been in touch with the Street Department to request barricades to block the alley.

Swartley/Landis moved to approve the closure of the alley between 214 S. 8th St. and 212 S. 8th St. from Tuesday Jan. 10 through Tuesday, Jan. 17. Motion passed 4-0.

8) Legal Department: Purchase Agreement for 6 Ton Class Compact Excavator & Equipment

Brandy Toms, a paralegal with the City Legal Department, asked the Board to approve and authorize Mayor to execute the purchase agreement with Bobcat of Michiana for the purchase of a 6-Ton class compact excavator and equipment, for the total purchase price of \$96,722.13 for the City Water and Sewer Department.

Toms said Bobcat of Michiana will be paid as follows for this purchase:

2022 Bobcat E60 R2-Series Compact Excavator	\$91,646.75
Angle blade attachment	\$ 2,597.76
Extra counter weight	\$ 2,477.62
Total purchase price	\$96,722.13

Swartley/Landis moved to approve and authorize Mayor to execute the purchase agreement with Bobcat of Michiana for the purchase of a 6-Ton class compact excavator and equipment, for the total purchase price of \$96,722.13. Motion passed 4-0.

9) Water Utility: Approve the recommended 2023 allocation of the \$1.10 monthly sewer and water bill repair fee (0.40 cents to the Water Maintenance Fund and 0.70 cents to the Sewer Maintenance Fund)

Kent Holdren, Superintendent of City Water Treatment and Sewer Department, told the Board that pursuant to City Ordinance 4531, the Board of Public Works and Safety and Stormwater is required annually to review the Residential Water and Sewer Line Maintenance Repair Fund balances and decide on how the \$1.10 repair fee is to be divided and assessed per the monthly water and sewer bills.

Holdren said the total expenditure in 2022 was \$38,198.25 for water and \$78,412.05 for sewer. Based on the expenditure and year-end balance information included in the Board's meeting packet, Holdren recommended that \$0.40 cents be allocated to the Water Fund and \$0.70 cents be allocated to the Sewer Fund in 2023.

Swartley/Landis moved to approve the recommendation of the Goshen Utility Department to allocate 0.40 cents to the Water Maintenance Fund and 0.70 cents to the Sewer Maintenance Fund for the 2023 billing year. The motion passed 4-0.

10) Engineering Department: Approve annual agreement with Michiana Area Council of Governments (MACOG) to supply the City of Goshen with traffic counts, for \$2,000

City Civil Traffic Engineer Josh Corwin told the Board that attached the Board's agenda packet was the annual agreement with the Michiana Area Council of Governments (MACOG) to supply the City of Goshen with Traffic Counts at locations listed in the agreement.



Corwin said MACOG will also complete two intersection analyses of the City's choice, which will include collecting traffic counts at the intersection, turn movements, signal timing data, digital photography, accident data, GPS data and a geometric layout of the intersection. Engineering is still determining which intersections the City will ask to be done. The agreement is in the amount of \$2,000.

Swartley/Landis moved to approve the agreement with MACOG for \$2,000 for annual traffic counts. The motion passed 4-0.

11) Stormwater Department: Approve the agreement with Greencroft Goshen, LLC for the completion of the home at 2111 Whispering Pines Court

City Civil Traffic Engineer Josh Corwin told the Board that the home at 2111 Whispering Pines Court has passed its final building inspection and the project is substantially complete except for exterior stabilization work. This final requirement cannot be completed at this time due to weather conditions.

He said the Stormwater Department thus submits agreements for the Completion of the Construction Project for approval and authorizations for the Board to execute. The property owner, Greencroft Goshen, LLC, agrees to complete all stabilization work by June 15, 2023. The expected cost of work is \$1,485 and a surety to guarantee the timely and proper completion of the work is not required.

Swartley/Landis moved to approve and authorize the Board to execute the agreement with Greencroft Goshen, LLC for the Completion of the Construction Project at 2111 Whispering Pines Court. The motion passed 4-0.

12) Stormwater Department: Approve agreement with Westview Capital, LLC and Allen Edwin Homes for the completion of the home at 1341 Sand Hills Point

City Civil Traffic Engineer Josh Corwin told the Board that the home at 1341 Sand Hills Point has passed its final building inspection and the project is substantially complete except for exterior stabilization work. This final requirement cannot be completed at this time due to weather conditions.

He said the Stormwater Department thus submits agreements for the Completion of the Construction Project for approval and authorizations for the Board to execute. The property owner, Westview Capital, LLC, and builder, Allen Edwin Homes, agree to complete all stabilization work by June 15, 2023. The expected cost of work is \$2,260 and a surety check for that amount has been remitted to the Clerk-Treasurer's Office.

Swartley/Landis moved to approve and authorize the Board to execute the agreement with Westview Capital, LLC and Allen Edwin Homes for the Completion of the Construction Project at 1341 Sand Hills Point. The motion passed 4-0.

13) Utilities Department: Request for an Environmental Restrictive Covenant

Kent Holdren, Superintendent of City Water Treatment and Sewer Department, asked the Board to authorize Mayor Stutsman to sign an Environmental Restrictive Covenant for the City of Goshen North Water Plant, 308 North 5th Street. (EXHIBIT #1)

Holdren said that about four years ago, City staff found an underground storage tank while doing soil testing for a new generator at the City of Goshen North Water Plant.



Holdren said staff removed the tank, but did not remove the surrounding soil. He said the Indiana Department of Environmental Management (IDEM) required the City to install test wells, which detected diesel fuel, which had leaked from the tank. He said the City removed the soil the following year to install the generator and subsequent testing showed the diesel levels had dropped to acceptable levels for IDEM.

Holdren said the contaminants were in the upper water aquifer, so it isn't reaching the City's wells. He said that once approved, the Environmental Restrictive Covenant will be filed with the County Recorder's Office. It lists certain restrictions at certain depths on the property, so if the City sold the property in the future, the covenant will prohibit the placement of shallow wells.

Holdren said that after the covenant is filed with the County Recorder, he will take a copy to IDEM and this will allow the City to stop monitoring the wells for possible contaminants.

Mayor Stutsman said that **City Attorney Bodie Stegelmann** has asked that the Mayor be authorized to sign the Environmental Restrictive Covenant subject to a review by the City Legal Department.

Board member Landis asked if the City would ever sell this property or if the Environmental Restrictive Covenant was only being sought to stop the monitoring of the wells. **Holdren** said it was possible the City might sell the property, but he doubted it because it's a wellfield that is viable. But he said the Environmental Restrictive Covenant needs to be filed and recorded and IDEM requires this also.

Swartley/Landis moved to approve adding the Environmental Restrictive Covenant to the City property at 308 North 5th Street and authorize Mayor Stutsman to sign the covenant subject to a review by the City Legal Department. Motion passed 4-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):

Mayor Stutsman opened Privilege of the Floor at 2:28 p.m.

There were no comments, so Mayor Stutsman closed Privilege of the Floor.

As all matters before the Board of Public Works & Safety were concluded, Mayor Stutsman/Board member Landis moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

Mayor Stutsman adjourned the Board of Works meeting at 2:28 p.m.

EXHIBIT #1: *Environmental Restrictive Covenant for the City of Goshen North Water Plant, 308 North 5th Street presented by Kent Holdren, Superintendent of City Water Treatment and Sewer Department, in support of agenda item #13. Utilities Department: Request for an Environmental Restrictive Covenant*



APPROVED

A handwritten signature in black ink, appearing to be "J. Stutsman", written over a horizontal line.

Mayor Jeremy Stutsman

A handwritten signature in black ink, appearing to be "Michael A. Landis", written over a horizontal line.

Mike Landis, Member

A handwritten signature in black ink, appearing to be "Mary Nichols", written over a horizontal line.

Mary Nichols, Member

A handwritten signature in blue ink, appearing to be "Barb Swartley", written over a horizontal line.

Barb Swartley, Member

ATTEST

A handwritten signature in black ink, appearing to be "Richard R. Aguirre", written over a horizontal line.

Richard R. Aguirre, City of Goshen Clerk-Treasurer

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this ____ day of _____, 20 ____, by City of Goshen 202 South 5th Street, Goshen, Indiana 46528 (together with all successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Elkhart, Indiana, which is located at 308 North 5th Street, Goshen, IN 46528 and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on February 28, 1870, and recorded on July 7, 1871, as Deed Record Pages 27, 28, & 29, in the Office of the Recorder of Elkhart County, Indiana. The Real Estate consists of approximately 3.56 acres and has also been identified by the county as parcel identification number 20-11-09-280-001.000-015. An "Affected Area" to which restrictions apply is depicted on a map attached hereto as Exhibit "B".

WHEREAS: Response action was implemented in accordance with IC-13-25-4 and/or other applicable Indiana law as a result of a release of hazardous waste and/or hazardous substances relating to the City of Goshen North Water Plant. The incident number assigned by the Indiana Department of Environmental Management ("Department or "IDEM") for the release is #0000563.

WHEREAS: Certain contaminants of concern ("COCs") remain in the ground water of the Real Estate following completion of the response actions. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the Owner implements and complies with the land use restrictions as required herein. These COCs are 1-Methylnaphthalene.

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department's Virtual File Cabinet by accessing the Department's Web Site (currently www.in.gov/idem/). The Real Estate is also depicted as a polygon on IDEM's GIS webviewer (currently <https://on.in.gov/ideminteractivemap>).

NOW THEREFORE, Owner subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

I. RESTRICTIONS

1. Restrictions. The Owner:

(a) Shall not use or allow the use or extraction of shallow ground water (i.e., ground water

encountered above the locally occurring clay layer) within the Affected Area of the Real Estate for any purpose, including, but not limited to human or animal consumption, gardening, industrial processes, or agriculture, except that ground water may be extracted in conjunction with environmental investigation and/or remediation activities.

II. GENERAL PROVISIONS

2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.
5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument

conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.

7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Elkhart County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department. In accordance with 329 IAC 1-2-7 and IC 13-14-2-9(d), the applicant shall reimburse the department for the administrative and personnel expense incurred by the department in evaluating a proposed modification or termination of a restrictive covenant under this rule.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.
13. Change in Law, Policy or Regulation. The parties intend that this Covenant shall not be rendered unenforceable if Indiana's laws, regulations, guidance, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. If necessary to enforce this Covenant, the parties agree to amend this Covenant to conform to any such change. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:

City of Goshen
202 South 5th Street
Goshen, IN 46528

To Department:

IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Institutional Control Group

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

July 1871.

at Ten per cent - waving valuation and appraisement laws.

Our witnesses the parties have herunto set their names this 4th of March 1871.

J. R. Mathew *Seal*
L. H. Emick *Seal*

I, certify that the Indenture of which the above foregoing is a true copy was stamped with 25¢ U.S. Revenue & recorded this 3^d day of July 1871. at 10 o'clock A.M.

M. Weybright - R. E. Co

⊕
7-4

Auditor Elk Co to the City of Goshen.

Whereas at a Public Sale held by P. M. Kenble as the Auditor of Elkhart County and John Freeman Treasurer, on the 25th day of March 1857 at the hour of one o'clock P.M. legal notice having been given by publishing the same for ninety days preceding, in the Goshen Democrat a weekly newspaper published in said County and also by pasting three printed notices to the same effect in each of the civil Townships of said County. William A. McAllister, Elias Gortner, Albert Hawks, Samuel Geisinger and Ebenezer M. Chamberlain, as the Trustees of the Town of Goshen, for Common School purposes, did on the date aforesaid purchase from said officers, as the Agents of the State of Indiana the following property to-wit:

Commencing at a post standing on a range with the east side of Fifth Street in Goshen witness a white oak tree seven ^{four} inches in diameter, North 73 degrees East 1 chain and 22 links. Thence North 3 chains and 61 links to a post standing in the Logansport and Pigeon State Road. Thence in said road North 63 degrees East 6 chains and 50 links to a post. Thence South Six chains and 53 links to a post. Thence West 5 chains and 79 links to the place of beginning, it being a part of the East half of the North East quarter

July 1871.

of Section Nine (9) in Town (36) North of Range 6 East and containing Two ⁷/₁₀₀ acres of land be the same more or less, for the sum of Three hundred Dollars which was the highest and best price offered therefor to be paid in Ten equal annual installments, with interest at the rate of Seven per cent annually in advance. The same having been sold agreeable to the provisions of Chapter 97 Vol 1st of the Revised Statutes of 1852.

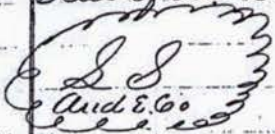
And whereas Elias Gortner, William A Mc Allister, and James W. Osborn School Trustees of the Town (now city) of Goshen did on the 28th day of February 1870 pay into the County Treasury the balance of said purchase money together with all arrears of interest and having fully complied with the provisions of said law. Now therefore be it known that J. A. M. Tucker Auditor of the County of Elkhart and State of Indiana by the power vested in me by law as the Agent of the State of Indiana do hereby sell and convey to the city of Goshen Indiana for common school purposes the premises herein after described to-wit:

Commencing at a post standing on a range with the east side of Fifth Street in Goshen witness a white oak tree twenty four inches in diameter North 73 degrees East 1 chain and 33 links. Thence North 3 chains and 61 links to a post standing in the Logansport and Pigeon State road. Thence in said road North 63 degrees East 6 chains and 50 links to a post. Thence South 6 chains and 53 links to a post. Thence West 6 chains and 29 links to the place of beginning, it being a part of the East half of the North East quarter of Section Nine (9) in Town 36 North of Range 6 East, and containing Two ⁷/₁₀₀ acres of land be the same more or less. To have and to hold the same in as full and ample a manner as the said Auditor is empowered by law to convey the same.

In Testimony whereof I have hereunto set my hand and the

July 1871

Seal of the board of Commissioners of said County this 28th day of February 1870.

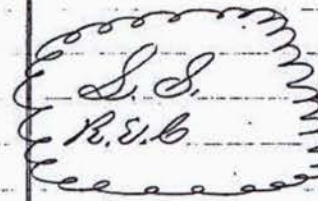


(Attest)
W. H. Verranow
Treasurer Elkhart County

A. M. Tucker
Auditor of Elkhart County

The State of Indiana
Elkhart County

I S. Before me the undersigned County Recorder in and for said County this day personally came the above named A. M. Tucker Auditor of said County, and acknowledged that he signed and sealed the foregoing deed for the uses and purposes therein mentioned.



In witness whereof I have hereunto set my hand and official Seal this 28th day of February 1870.

Michael Weybright
Recorder Elkhart County

I, certify that the Deed of which the above and foregoing is a true copy was stamped with 50¢ U.S. Revenue & recorded this 7th day of July 1871 at 9 o'clock A.M.

M. Weybright
R. E. Co

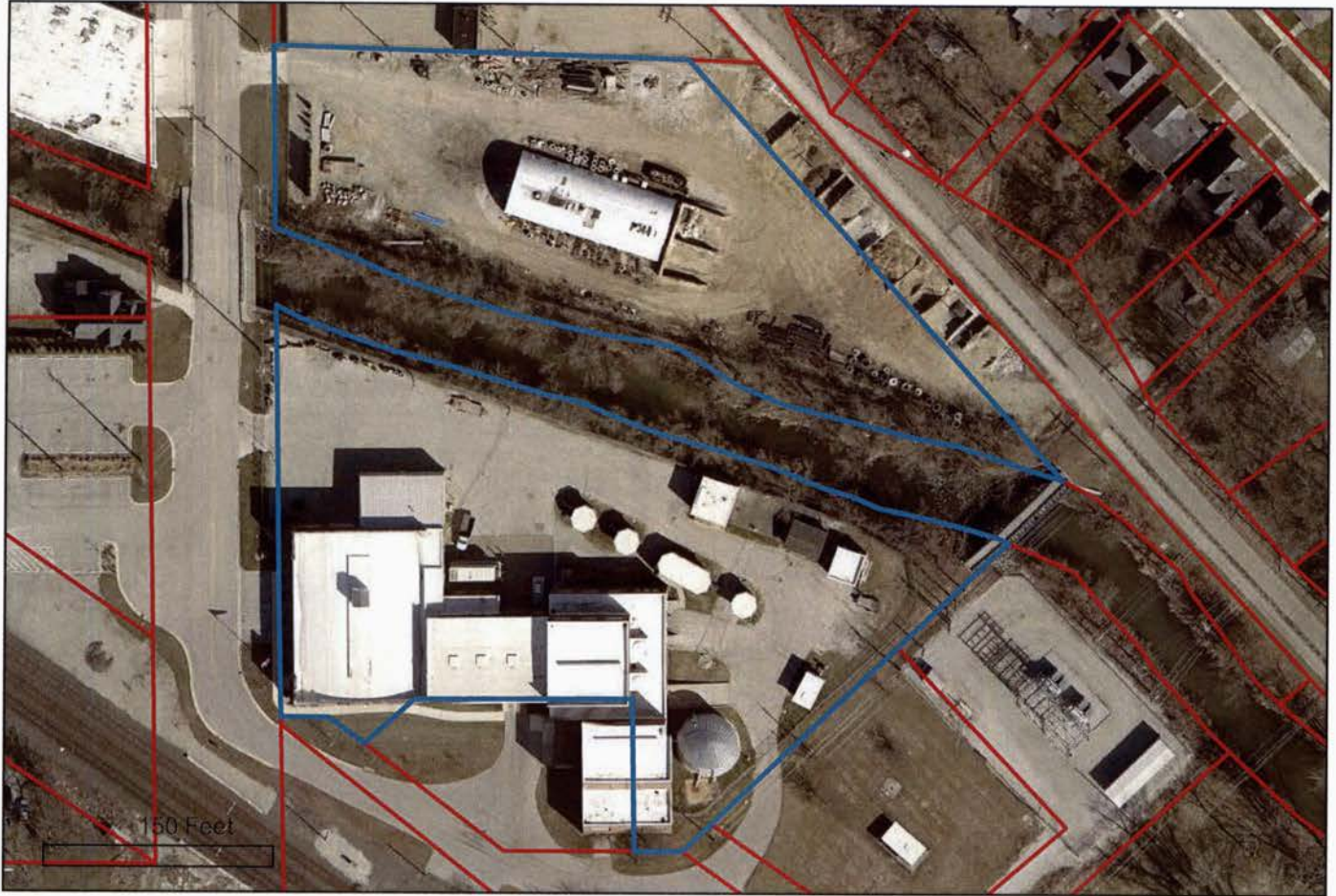
8th 46

Norman to Strong (Etal) to Samuel S. Strong V. O. D.
This Ordenture Witnesseth that Norman to Strong Emma Strong his wife, Charles A. Strong and Mary Strong his wife of Elkhart and Shelby Counties in the State of Indiana convey Quit-claim to Samuel S. Strong of Elkhart County, in the State of Indiana for the sum of Five hundred Dollars, the receipt whereof is hereby acknowledged, the following Real Estate in Elkhart County, in the State of Indiana, to-wit:

Fractional
Lots Number One hundred and ninety five and One hundred and sixty three (195 & 163) in the Town of Elkhart-Indiana, Also Fractional Lot Number One hundred and ninety three (193) in

Elkhart County, IN

N 5TH ST, Goshen, IN 46526
20-11-09-280-001.000-015



Parcel Information

Parcel Number: 20-11-09-280-001.000-015

Alt Parcel Number: 11-09-280-001-015

Property Address: N 5TH ST
Goshen, IN 46526

Neighborhood: 1546017-Commercial-Acre-CBD-Fair
Rates (015)

Property Class: Exempt: Municipality - 640

Owner Name: CITY OF GOSHEN

Owner Address: 202 S 5th St
Goshen, IN 46528-3703

Legal Description: PT NW1/4 EX .25A EX .28A SEC 9;
3.559A (TIF 139)PARCEL BOTH SIDES
OF RIVER

Taxing District

Township: ELKHART TOWNSHIP

Corporation: Goshen Community Schools

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
Primary Com & Ind	3.559	

EXHIBIT B

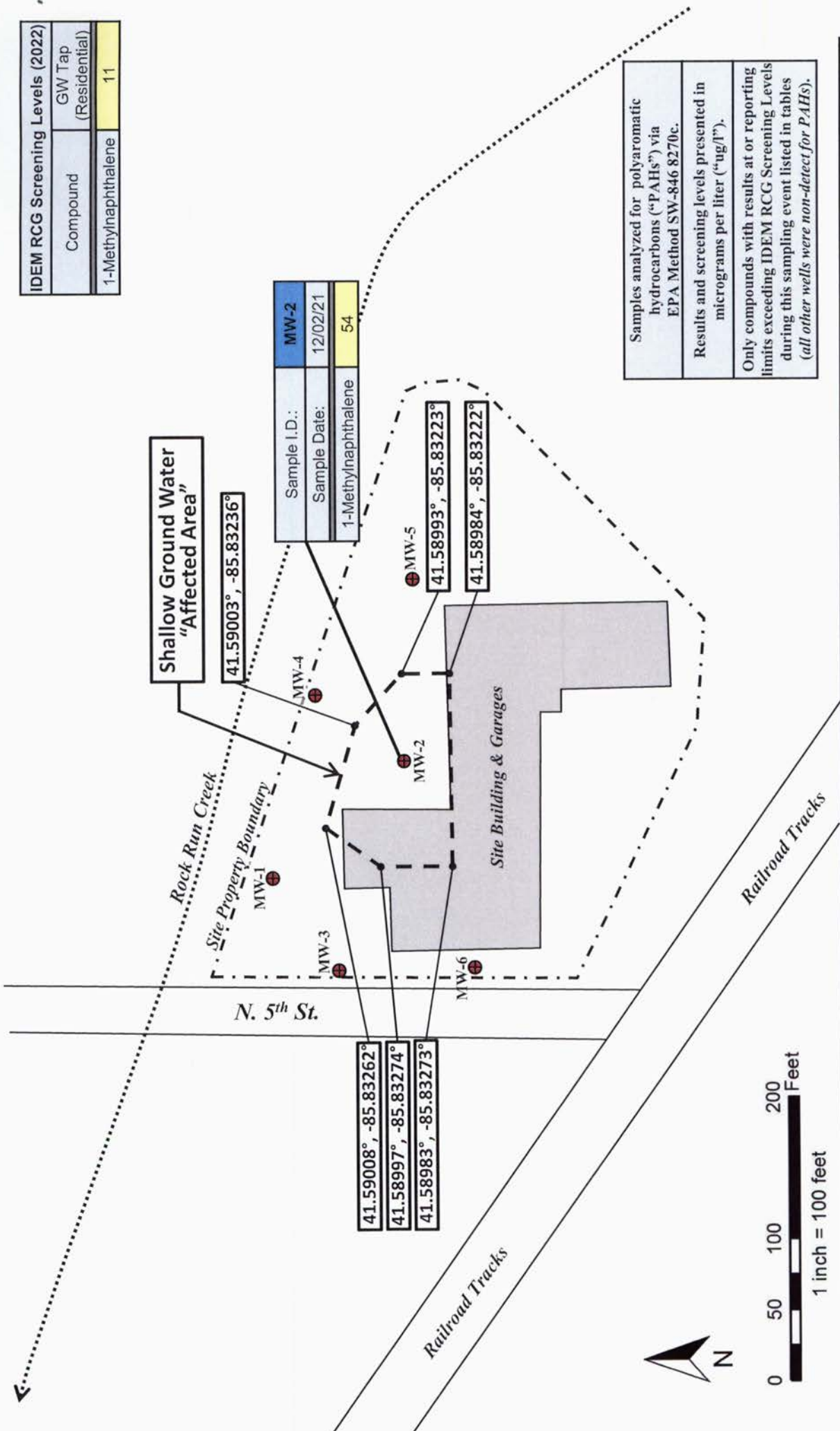
MAP OF “AFFECTED AREA”

IDEM RCG Screening Levels (2022)	
Compound	GW Tap (Residential)
1-Methylnaphthalene	11

Sample I.D.:	MW-2
Sample Date:	12/02/21
1-Methylnaphthalene	54

Samples analyzed for polyaromatic hydrocarbons ("PAHs") via EPA Method SW-846 8270c. Results and screening levels presented in micrograms per liter ("ug/l").

Only compounds with results at or reporting limits exceeding IDEM RCG Screening Levels during this sampling event listed in tables (all other wells were non-detect for PAHs).



Legend

- Approximate Site Property Boundary
- Permanent Monitoring Well
- Affected Area
- State Cleanup ID #0000563

"AFFECTED AREA"
 City of Goshen N. Water Plant
 308 North 5th Street
 Goshen, Indiana

Date / By:
 June 2022/DDJ
Exhibit B

Locations are approximate only



2112 Carmen Court • Goshen, Indiana
www.robertsenvironmental.net