



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. April 12, 2021

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes

Approval of Agenda

- (1) Fire Department Resignation: Josh Ortiz
- (2) Request for Sewer Charge Relief: 1120 S. Main St. (Dylan Abshire)
- (3) Request for Sewer Charge Relief: 234 The Willows (Charles Fitzgerald)
- (4) Request for Partial Sidewalk Closure: The Goshen News, 114 S. Main St. (Tricia Johnston)
- (5) Water & Sewer Unpaid Final Accounts
- (6) Post-Construction Plan Approval: Lassus Fuel and Convenience Store, JN: 2019-2037
- (7) Brownfield Grant Agreement, Redevelopment Commission: 233 S. Main/113 W. Jefferson
- (8) Agreement with The Airmarking Co., Inc. for 2021 Road Striping
- (9) Resolution 2021-08: Interlocal Agreement, Elkhart County Consolidated Court Site
- (10) Resolution 2021-10: 2021 City Holiday Schedule



(11) Olive St. Road Closure at Lincoln Ave., JN: 2019-0046

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN

209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

April 6, 2021

To: Board of Works and Public Safety

RE: Pvt. Josh Ortiz Resignation

From: Chief Dan Sink

Josh Ortiz has submitted his letter of resignation from GFD effective April 16, 2021 and I ask that you affirm his resignation.

We have enjoyed working together with Josh and thank him for his service to GFD and our community. All of us at GFD wish him the very best in his new endeavors.





Water & Sewer Utilities Business Office
CITY OF GOSHEN
203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961
watersewer@goshencity.com • www.goshenindiana.org

Request for Sewer Charge Adjustment

All fields must be filled out to process this request

Account#: 285-0570-02

Account Holder Name: Charles Fitzgerald

Service Address: 234 The Willows

Contact Phone: 702-275-8060

Date of Leak: 2/15/2021

Cause of Leak: Broken line under home

Has Leak Been Repaired: yes

Has Leak Been Verified: yes Matt B.

Total Amount of Credit: \$651.73

Garcia, Brittney

From: Charlie Fitzgerald [REDACTED]
Sent: Tuesday, March 30, 2021 12:56 PM
To: Utilities
Subject: Water line break @ 234 The Willows Goshen IN 46526

Good morning Brittany,

Pursuant to our conversation today, please allow this email to serve as my written request for reduction of as much of the cost of my most recent bill as possible.

We suffered a waterline break beneath our manufactured home in mid-February 2021 as you are aware, resulting in an extraordinary monthly bill for water and sewage usage on our March bill.

As far as the sewer charges go, a review by your inspector confirmed that the line that was affected did not drain into the sewer. As far as the excess water that was a result of the line break, I understand that it was "used" but at the same time, it would seem fair to have some way to reduce the cost for this use, due to the circumstances.

Your consideration and assistance is most appreciated.

Sincerely,

--
Charlie Fitzgerald
234 The Willows
Goshen, IN 46526
[REDACTED]

Account Number - 285-0570-02 FITZGERALD, CHARLES Service Address: 234 THE WILLOWS

Service: 100 101 W-USAGE 5/8" METER Meter: 828489271

		Read		Total	Demand		Reading		
Month	Date	Previous	Current	Consumption	Read	Consumption	Flag	Source	Occupant
Year : 2021 Total 3									
Mar	03/01/2021	5689	15469	9780			Regular	Hand Held	02
Feb	02/01/2021	5689	5689	0			Regular	Hand Held	02
Jan	01/01/2021	5619	5689	70			Regular	Hand Held	02
Year : 2020 Total 12									
Dec	12/01/2020	5378	5619	241			Regular	Hand Held	02
Nov	11/01/2020	5378	5378	0			Regular	Hand Held	02
Oct	10/01/2020	5378	5378	0			Regular	Hand Held	02
Sep	09/01/2020	5357	5378	21			Regular	Hand Held	02
Aug	08/01/2020	5357	5357	0			Regular	Hand Held	02
Jul	06/29/2020	5357	5357	0			Regular	Hand Held	02
Jun	05/26/2020	5357	5357	0			Regular	Hand Held	02
May	04/23/2020	5303	5357	54			Regular	Hand Held	02
Apr	04/02/2020	5207	5303	96			Regular	Hand Held	02
Mar	03/02/2020	5122	5207	85			Regular	Hand Held	02
Feb	02/01/2020	4892	5122	230			Regular	Hand Held	02
Jan	01/02/2020	4815	4892	77			Regular	Hand Held	02
Year : 2019 Total 10									
Dec	12/02/2019	4787	4815	28			Regular	Hand Held	02
Nov	11/01/2019	4761	4787	26			Regular	Hand Held	02
Oct	10/01/2019	4717	4761	44			Regular	Hand Held	02
Sep	09/01/2019	4613	4717	104			Regular	Hand Held	02
Aug	08/01/2019	4523	4613	90			Regular	Hand Held	02
Jul	07/01/2019	4479	4523	44			Regular	Hand Held	02
Jun	06/01/2019	4463	4479	16			Regular	Hand Held	02
May	05/01/2019	4431	4463	32			Regular	Hand Held	02
Apr	04/01/2019	4178	4431	253			Regular	Hand Held	02
Mar	03/01/2019	3937	4178	241			Regular	Hand Held	02
				Avg 461					

Account Management - (View)

File Edit Options Functions Consoles Help Chat



Account Number

285-0570-02



New Occupant

Address

234

THE WILLOWS



Zone

02



Notes

Name

FITZGERALD, CHARLES



General Metered Non-Metered Financial Information Comments History Consumption History Service Orders Devices

Code



ALERT



Text

MAIL RETURNED EVERY MONTH

Description

ALERT

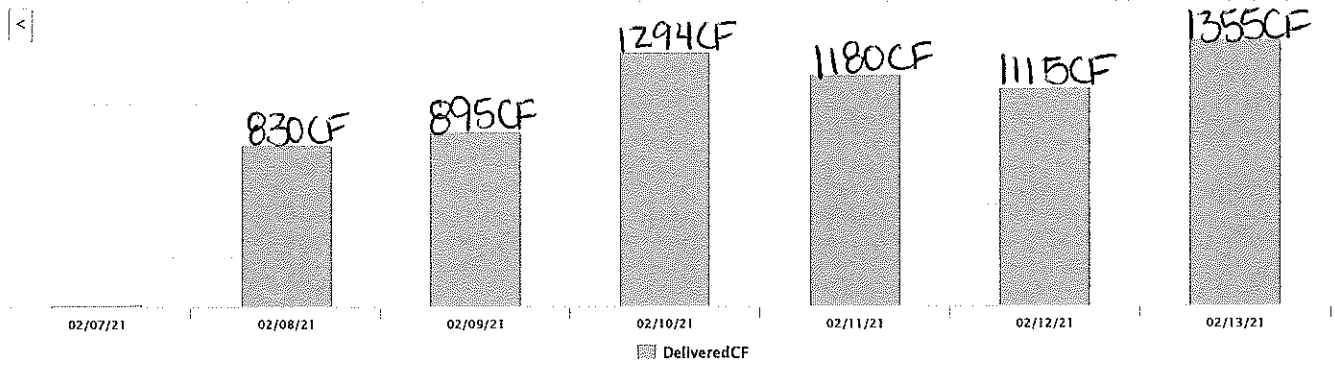
Code	Description	Data	Addr/Occup
ALERT	ALERT	MAIL RETURNED EVERY MONTH	
C/S	OFF AT CURB STOP	02/18/2021	
CALL	CALLED CUSTOMER	JOANN LEAK 2-15-2021	
OWN	OWNER	THE WILLOWS MHP	
USA	USA METERS	05/24/2018	

☐ Edit This Record

Clear

View

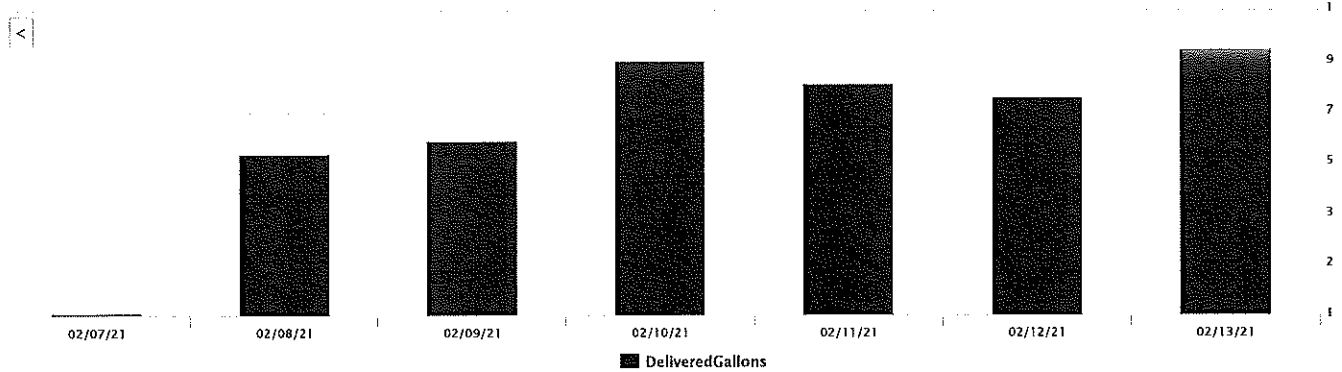
britneygarc



Volume (Gal)

Download

- Download PNG image
- Download JPEG image
- Download SVG vector image



×

Exceed Limit of Devices

You are adding this device to a device group that exceeds the operational limit of devices.

Are you sure you still want to add this device to the group?

Cancel Confirm

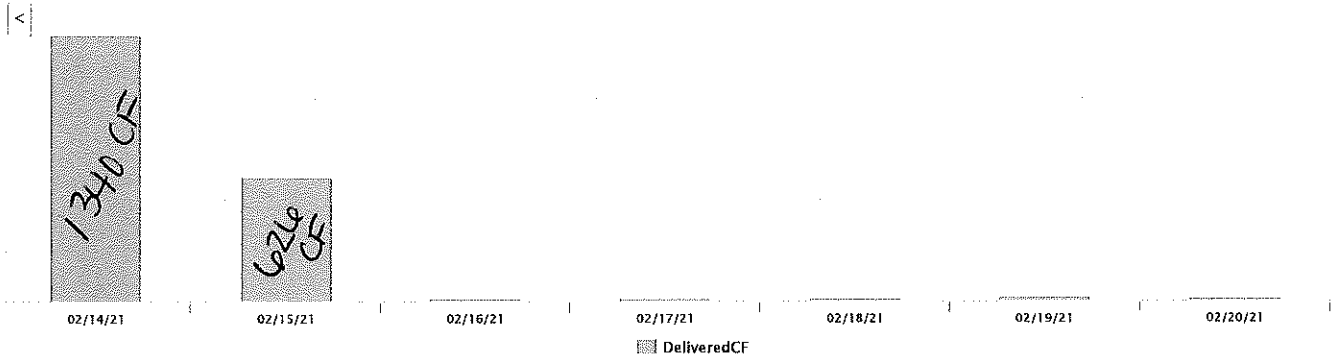
Advanced virtual meter Warning

This group is part of the following Advanced Virtual Meters:

This group must be removed from these Advanced Virtual Meters or the Advanced Virtual meters must be deleted before performing this action.

OK

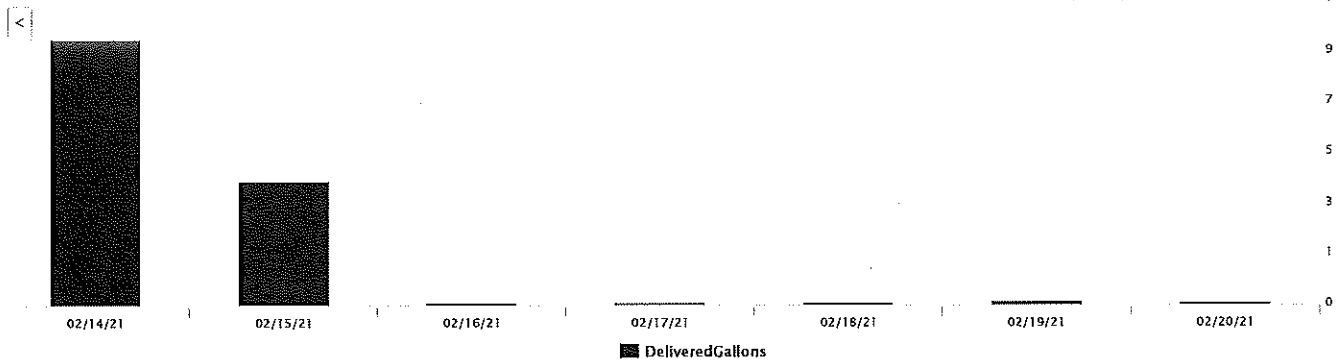
285-0570-02 - 82848927IP - A



Volume (Gal)

Download

- Download PNG image
- Download JPEG image
- Download SVG vector image



x

Exceed Limit of Devices

You are adding this device to a device group that exceeds the operational limit of devices.

Are you sure you still want to add this device to the group?

Cancel Confirm

Advanced virtual meter Warning

This group is part of the following Advanced Virtual Meters:

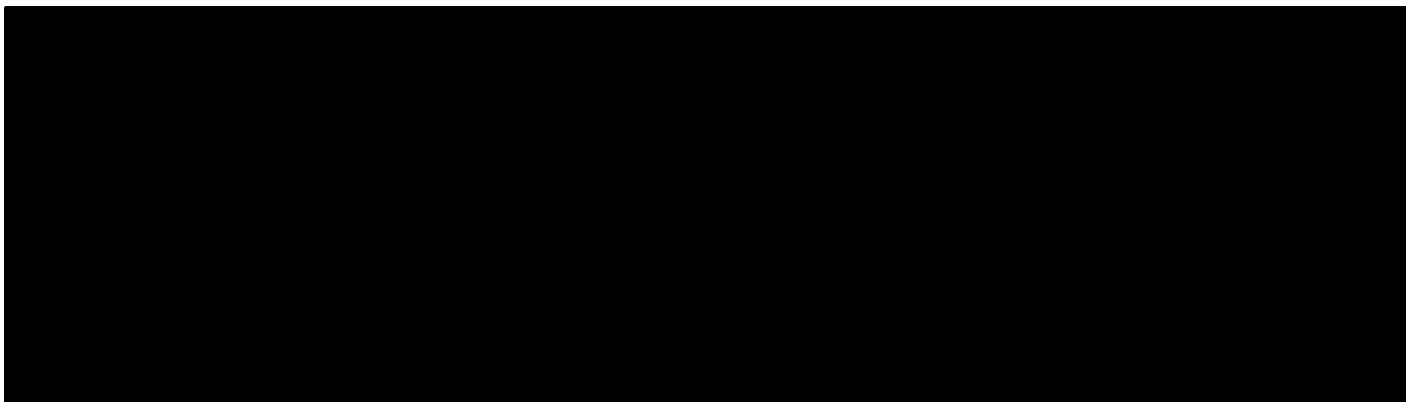
This group must be removed from these Advanced Virtual Meters or the Advanced Virtual meters must be deleted before performing this action.

OK

285-0570-02 - 82848927IP - A

Garcia, Brittney

From: Saenz, Kelly
Sent: Monday, March 29, 2021 1:44 PM
To: Garcia, Brittney
Subject: FW: Sewer Relief 234 willows



From: Beard, Matt
Sent: Monday, March 29, 2021 1:35 PM
To: Holdren, Kent <kentholdren@goshencity.com>; Saenz, Kelly <kellysaenz@goshencity.com>
Subject: Sewer Relief 234 willows

I met with the homeowner of 234 the Willows this afternoon about sewer relief. Below are the pics of the repair and broken pipe. There was no sump pump under this house so the water ran into the ground. Yes he would qualify sewer relief.





Sent from my iPhone



City Clerk-Treasurer

CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

clerktreasurer@goshencity.com • www.goshenindiana.org

Date: 10 April 2021

To: Board of Public Works & Safety

From: Adam Scharf, City Clerk-Treasurer

Re: Request for Partial Sidewalk Closure: The Goshen News, 114 S. Main St.

Tricia Johnston, representing The Goshen News, requests partial sidewalk closure in front of 114 South Main Street. Ms. Johnston will present her request to the board.

*****REQUEST*****

DATE: Monday, April 12, 2021

TO: GOSHEN BOARD OF WORKS

FROM: GOSHEN WATER & SEWER
KELLY SAENZ

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$8,290.82**
Collection letters were sent out and payments of **\$2,223.54** had been collected.

The uncollected amount equals **\$6,067.28**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Monday, January 18, 2021**

WATER: \$4,247.13
SEWER: \$1,820.15

TOTALS 1-2021

REPORT TOTAL		\$8,290.82
BPS TOTAL	\$4,112.91	\$4,177.91
COUNTY TOTAL	\$1,721.03	\$2,456.88
W-WRITE OFF	\$134.22	\$2,322.66
S-WRITE OFF	\$99.12	\$2,223.54
PAYMENT TOTAL	\$2,223.54	\$0.00
AGREEMENT TOTAL		

PAYMENTS 1/2021

ACCOUNT #	CUSTOMER NAME	AMOUNT PD.
235-2160-02	CARL W VANGILST	\$23.34
237-0280-06	TAMMY L SUBLETT	\$106.29
309-1260-00	JIM SNODGRASS	\$323.66
316-1050-05	ACS INVESTMENTS	\$23.54
316-1050-06	FRANCISCO RAMIREZ PIZANA	\$50.81
316-1060-07	ACS INVESTMENTS	\$7.39
316-2920-02	ALEJANDRO RIOS-MUNOZ	\$305.87
316-4100-05	VERONICA A CRUZ	\$89.12
317-0070-10	MARISELA MARES	\$25.41
400-0100-00	JACK HART	\$165.78
402-2740-07	WILLIAM M TROYER	\$67.06
425-9430-01	HEATHER N JONES	\$108.93
439-1280-04	DAVID RIVERA RUIZ	\$649.61
444-1330-03	BERTHA ANGLEMYER	\$269.38
445-1360-10	DISNAURY RODRIGUEZ	\$7.35

TOTAL PAYMENTS: \$2,223.54

COUNTY ACCOUNTS 1/2021

ACCOUNT #	CUSTOMER NAME	AMOUNT PD.
292-3680-00	CMR PARTNERS LLC	\$923.46
294-1270-03	PATRICIA OWENS	\$173.95
309-1330-98	CECELIA SCHENK	\$68.44
315-0130-07	WYATT L TERRY	\$36.50
320-1240-00	BALDEMAR LOPEZ JR	\$200.52
403-0710-07	JOSEFINA M MCDONALD	\$254.94
419-0020-12	EMIL J MACDONALD	\$29.82
419-1050-07	LEONBARD0 RIVERA	\$33.40

TOTAL: \$1,721.03

BUSINESS PROFESSIONAL SERVICES 1/2021

Account #	Customer	ADDRESS	City	State	Zip	Last Charge	Amount Due	DOB	S.S.N	PHONE
235-1450-05	RITA MICKLES	316 W WILDEN AVE	GOSHEN	IN	46526	12/7/2020	\$105.94	9/3/1951	8271	747-6081
235-2160-05	MARIA BUENO-SANTANA	502 ALFALFA ST	GOSHEN	IN	46526	12/21/2020	\$183.49	7/4/1970		
280-1130-02	ADAM FRAZIER	115 W PLYMOUTH AVE	GOSHEN	IN	46526	12/21/2020	\$92.15	11/15/1987	6755	606-3635
280-2380-01	JODY L STUBBLEFIELD	108 W DOUGLAS ST	GOSHEN	IN	46526	12/7/2020	\$34.03			349-3906
292-3680-00	CMR PARTNERS LLC	1919 LINCOLNWAY EAST	GOSHEN	IN	46526	12/21/2020	\$454.60			533-3055
294-1270-03	PATRICIA OWENS	132 N MAIN ST	GOSHEN	IN	46526	1/4/2021	\$85.77			
308-1770-01	ROGER STICKEL	1511 HAMPTON CIR	GOSHEN	IN	46526	1/4/2021	\$88.28			
309-1330-98	CECELIA SCHENK	708 S 11TH ST	GOSHEN	IN	46526	12/7/2020	\$37.74			903-6379
310-0780-09	RICARDO ACEVEDO	521 S 15TH ST	GOSHEN	IN	46526	1/4/2021	\$89.29			
316-1860-03	BRUCE BATSON	117 S SILVERWOOD LN APT C	GOSHEN	IN	46526	12/21/2020	\$62.30	12/13/1979	8330	202-1743
316-2920-02	ALEJANDRO RIOS-MUNOZ	1815 ASHLEY CT APT A	GOSHEN	IN	46526	12/7/2020	\$176.25	7/17/1976	9145	312-1510
320-1240-00	BALDEMAR LOPEZ JR	215 S RIVERSIDE BLVD	GOSHEN	IN	46526	12/7/2020	\$120.05			903-4582
400-1720-00	JACK HOWELL	1014 N 5TH ST	GOSHEN	IN	46528	12/21/2020	\$61.53			
402-0530-03	PAIGE L BISCHOFF	516 N 8TH ST	GOSHEN	IN	46526	12/21/2020	\$99.49	4/7/1990	1819	903-1280
403-0710-07	JOSEFINA M MCDONALD	309 N 8TH ST	GOSHEN	IN	46526	12/21/2020	\$175.33	8/11/1989	9921	703-6859
405-0300-12	HOLDEN R VIERLING	304 S 10TH ST	GOSHEN	IN	46526	1/18/2021	\$348.88			
405-2780-02	JUSTIN TYLER HALE	119 S 29TH ST	GOSHEN	IN	46526	12/7/2020	\$90.74	1/12/1994	5781	
419-0020-12	EMIL J MACDONALD	312 E JEFFERSON ST APT B	GOSHEN	IN	46526	1/4/2021	\$47.91			
439-1280-04	DAVID RIVERA RUIZ	1102 W PIKE ST	GOSHEN	IN	46526	12/7/2020	\$38.93	10/19/1976	4789	
444-0960-10	JOSE QUINONEZ	923 GEORGIA RD	GOSHEN	IN	46526	12/7/2020	\$723.82			
0449	NEU NAF LLC	108 N MAIN ST	GOSHEN	IN	46526	6/13/2020	\$996.39			

TOTAL \$4,112.91

SEWER WRITE OFF 1/2021

ACCOUNT #	CUSTOMER NAME	SEWER AMOUNT
237-0390-02	GERALDINE A RIVERA MEJIA	\$20.95
284-0370-05	ANA MENDOZA	\$8.02
309-1270-01	KENNETH L MYERS	\$17.06
314-1470-02	ALMA A ESQUEDA	\$8.73
316-1060-09	MOLLY A GOMEZ	\$19.77
320-1660-07	EDWIN GONZALEZ ALBINO	\$24.59

TOTAL: \$99.12

**** Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements****

WATER WRITE OFF 1/2021

ACCOUNT #	CUSTOMER NAME	WATER AMOUNT
237-0390-02	GERALDINE A RIVERA MEJIA	\$20.26
284-0370-05	ANA MENDOZA	\$4.15
284-2640-01	CASSANDRA M RODRIGUEZ	\$8.63
309-1270-01	KENNETH L MYERS	\$21.25
314-1470-02	ALMA A ESQUEDA	\$5.84
315-0130-07	WYATT L TERRY	\$21.23
316-1060-09	MOLLY A GOMEZ	\$14.27
320-1660-07	EDWIN GONZALEZ ALBINO	\$15.82
419-1050-07	LEONBARDO RIVERA	\$22.77

TOTAL: \$134.22

**** Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements****



Jason Kauffman, CESSWI, Stormwater Coordinator
STORMWATER DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite I • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626
jasonkauffman@goshencity.com • goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **POST-CONSTRUCTION PLAN APPROVAL
LASSUS FUEL AND CONVENIENCE STORE (LASSUS HANDY DANDY)
(JN: 2019-2037)**

DATE: April 12, 2021

The developer of Lassus Fuel and Convenience Store located at 1001 West Pike Street, affecting one (1) or more acres of land, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Lassus Fuel and Convenience Store as it has been found to meet the requirements of City Ordinance 4329.

Following plan acceptance, please sign the attached documents where denoted.



**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: Board of Public Works & Safety

FROM: Becky Hutsell, Redevelopment Project Manager

RE: Request for Approval of a Brownfield Revolving Loan Fund Grant Agreement with the Goshen Redevelopment Commission

DATE: April 12, 2021

The City has received an application for the Brownfield Revolving Loan Fund (BRLF) Program from the Goshen Redevelopment Commission. The Commission has executed a purchase agreement for the property at 233 S Main Street/113 W Jefferson Street and has completed a Phase I Environmental Site Assessment (ESA) in order to comply with the all appropriate inquiries requirements. The completed Phase I ESA is recommending that the Commission proceed with a Phase II ESA to further assess the property prior to acquisition. The scope of work for the Phase II ESA is as follows:

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

The proposal for the completion of the work is Five-Thousand Four Hundred and Fifty Dollars (\$5,450.00).

As detailed in the Policy & Procedure Manual approved by the Board of Works in March 2019, all Brownfield RLF applications must meet the guidelines and are reviewed by the members of an appointed Advisory Committee. Our committee has reviewed this request and is recommending approval of a grant to the Redevelopment Commission to fund the Phase II ESA scope of work. A copy of a grant agreement is attached and we are requesting the Board's execution of this agreement.

A summary of the Phase I ESA from Heron Environmental, LLC as well as a copy of their proposal for the Phase II ESA scope are attached for the Board's review.

BROWNFIELD REVOLVING LOAN FUND GRANT AGREEMENT WITH REDEVELOPMENT

This Agreement is made and entered into this _____ day of April, 2021, by and between the City of Goshen, a municipal corporation and political subdivision of the State of Indiana (“City”) and the Goshen Redevelopment Commission (“Redevelopment”).

WHEREAS, Redevelopment executed a Purchase Agreement for the property located at 233 S Main Street/113 W Jefferson Street, Goshen, Indiana on February 18, 2021 and a condition of the Purchase Agreement indicates that Redevelopment is to complete all environmental assessments for the subject property to meet the all appropriate inquiries requirement; and

WHEREAS, Redevelopment solicited quotes and entered into an Agreement with Heron Environmental, LLC to complete a Phase I Environmental Site Assessment (ESA) and the completed report dated February 23, 2021 identified Recognized Environmental Conditions that require further environmental assessment and the completion of a Phase II ESA; and

WHEREAS, a proposal was received from Heron Environmental, LLC on March 2, 2021 to complete the Phase II ESA activities to meet the all appropriate inquiries requirements and a request was made by the Redevelopment Commission to the City of Goshen Brownfield Revolving Loan Fund Program to assist with the funding for the required assessment; and

WHEREAS the BRLF Advisory Committee has reviewed Redevelopment’s application and determined that Redevelopment’s request meets all BRLF program requirements and it recommends that a grant to Redevelopment be awarded to pay for the Phase II ESA activities at the subject property.

NOW, THEREFORE City and Redevelopment agree as follows:

GRANT FUNDS

City agrees to grant to Redevelopment an amount not to exceed the sum of Five Thousand Four Hundred and Fifty Dollars (\$5,450.00) from City’s Brownfield Revolving Loan Fund to pay for Phase II ESA activity at 233 S Main Street/113 W Jefferson Street, Goshen, Indiana (subject real estate) under the terms and conditions set forth in this Agreement.¹

¹ The City of Goshen reserves the right to pay directly any contractors who performed work on the subject real estate, rather than paying the grant funds to Redevelopment.

SCOPE OF WORK

The Scope of Work to be completed with the grant funds shall be as follows and is further detailed in the *Proposal for Phase II Environmental Site Assessment – 233 S Main St & 113 W Jefferson Street, Goshen, Indiana* from Heron Environmental, LLC dated March 2, 2021:

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

EXPENDITURE OF GRANT FUNDS

Each of the following items need to be completed as conditions precedent before any grant funds may be expended:

1. Redevelopment must establish and City must determine that the subject real estate meets the applicable definition of a brownfield site and otherwise determine that the subject real estate is qualified for funding consideration.
2. Redevelopment must establish and City must determine that neither the City nor Redevelopment is a potential responsible party under CERCLA for the subject real estate.
3. Redevelopment must submit to City information regarding Redevelopment's overall environmental compliance history including any penalties resulting from environmental non-compliance at the subject real estate.
4. Redevelopment must be able to obtain and maintain status as either a bona fide prospective purchaser (BFPP) or an innocent landowner.

COMPLIANCE WITH ALL LAWS

Redevelopment shall generally comply with, and carry out the environmental assessment activities in accordance with, all applicable state, local and federal laws, including, but not limited to, the following:

1. The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC. §9601 *et seq.*) ("CERCLA");

2. Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments or for Nonprofits and Educational Institutions, 40 CFR Part 31 or Part 30;
3. The National Oil and Hazardous Substances Contingency Plan (NC), 40 CFR Part 300;
4. Executive Order 11246, Equal Employment Opportunity;
5. Implementing regulations at 41 CFR 60-4 relating to federally-assisted construction contracts;
6. The Davis-Bacon Act of 1931 (CERCLA § 104(g)(1), 40 USC § 276a to 276a-5 and 42 USC § 3222 as set forth in CERCLA § 104(g));
7. All applicable “cross-cutting requirements” described in this section, including those federal requirements agreed between the EPA and the Cooperative Agreement Recipient;
8. MBE/WBE requirements found at 40 CFR 31.36(e) or 40 CFR 30.44(b);
9. OSHA Worker Health & Safety Standard 29 CFR 1910.120;
10. The Uniform Relocation Act; Historic Preservation Act;
11. Endangered Species Act; and Permit required by Section 404 of the Clean Water Act;
12. Executive Order 11246, Equal Employment Opportunity;
13. Implementing regulations at 41 CFR 60-4 relating to federally assisted construction contracts;
14. Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333);
15. The Anti-Kickback Act (40 USC 276c); and
16. Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

Redevelopment agrees to comply with all statutes, regulations, or other laws prohibiting discrimination on the grounds of race, color, national origin, religion, sex, age, and disability, including but not limited to: the Equal Credit Opportunity Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1866; the Pregnancy Discrimination Act; the Equal Pay Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Indiana Civil Rights Act; Vietnam Veterans Reemployment Act; the Occupational Safety and Health Act; the Employee Polygraph and Protection Act. In addition, Redevelopment shall undertake good faith efforts to comply with 40 CFR §35.6580 to give opportunities to qualified Small Business Enterprises, Minority Business Enterprises and Women Owned Business Enterprises to the extent applicable, and to submit proposals and bids to provide services on contracts and subcontracts for services and supplies. Redevelopment shall submit a report of such efforts at the request of the City.

DEBARMENT AND SUSPENSION

Redevelopment certifies that Redevelopment and, to its knowledge, any of its Contractors(s):

1. Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state or local (hereinafter "public") transactions;
2. Have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or a contract under a public transaction, (ii) violation of federal or state antitrust laws, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under section 2 above; and
4. Have not, within the preceding three (3) years, had a public transaction terminated for cause or default.

Redevelopment agrees to include such certification in any contract executed between Redevelopment and any Contractor and to require such certification between any Contractor and its subcontractor.

ENVIRONMENTAL COMPLIANCE

Redevelopment certifies that it is not now, and has not in the past, been subject to any penalties resulting from environmental non-compliance at the subject real estate. Redevelopment certifies that it will conduct the assessment activities in accordance with the City's BRLF Program Policy & Procedures Manual and the City's Cooperative Agreement with the USEPA, copies of which Redevelopment hereby acknowledges it has reviewed.

RECORD RETENTION

Redevelopment agrees to maintain financial and programmatic records pertaining to all matters relative to this grant in accordance with generally accepted accounting principles and procedures. All such records and supporting documents shall be made available, upon request, for inspection or audit by City or its representatives. Redevelopment shall retain all records and supporting documentation applicable to this grant for a period of three (3) years, except records that are subject to audit findings, which shall be retained for three (3) years after such audit findings have been resolved. Redevelopment shall obtain approval from the City prior to destroying such documents.

INDEMNIFICATION

Redevelopment shall indemnify and hold the City harmless for any claims and causes of action, including but not limited to negligence of any employee, agent, or contractor of Redevelopment, including attorney fees incurred by the City, which may arise out of work funded with funds granted under this Agreement.

MISCELLANEOUS

1. Amendment. This Agreement may be amended only by the execution of a written agreement amendment by the parties.
2. No Other Agreement. Except as otherwise expressly provided, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.
3. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.
4. Supplemental Documents. The City and Redevelopment agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.
5. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
6. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail, with proper postage, and which notices shall be effective three (3) days after date of mailing.

City: Adam Scharf, Goshen Clerk-Treasurer
City Hall
202 S. 5th Street
Goshen, IN 46528-3714

Redevelopment: Mark Brinson, Community Development Director
204 E. Jefferson St, Ste 6
Goshen, IN 45628

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

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.
8. Counterparts. This Agreement may be executed in multiple counterparts and with multiple but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one signed and unified agreement when combined.
9. No Third Party Beneficiary. This Agreement shall not be construed to create in any person or entity not a party hereto, or specifically named herein, any right, claim, benefit or

defense with respect to the parties, or in any party claiming by through or under either of them, with respect to any loss, cost, damage, claim or cause of action arising under or pursuant to the terms of this Agreement.

10. Authority. Each individual executing this Agreement on behalf of a party to this Agreement warrants that he or she is authorized to do so and that this Agreement will constitute the binding obligation of the party on whose behalf the individual executes this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations on this ____ of April, 2021.

City of Goshen, Indiana

Goshen Board of Public Works and Safety

Goshen Redevelopment Commission

Jeremy Stutsman, Mayor

Mark Brinson, Community
Development Director

Michael A Landis, Member

Date: April ____, 2021

Mary Nichols, Member

Date: April ____, 2021

PHASE I ENVIRONMENTAL SITE ASSESSMENT

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

Prepared for:

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

Prepared by:



Project No. 21-0505

February 23, 2021

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1.0 SUMMARY

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

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

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

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

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

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

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

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

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

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

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

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

2.0 INTRODUCTION

2.1 Purpose and Scope of Services

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

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

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

2.2 Location and Description

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



2.3 Limiting Conditions, Deviations and Exceptions

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

2.4 Significant Assumptions

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

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

2.5 Special Terms and Conditions

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

3.0 USER PROVIDED INFORMATION

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

3.1 Environmental Liens and Activity and Use Limitations

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

3.2 Specialized or Actual Knowledge

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

3.3 Fair Market Value

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



conditions.

3.4 Commonly Known Information

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

3.5 Reason for Performing Phase I

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

4.0 RECORDS REVIEW

4.1 Physical Setting

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

4.1.1 Soils

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

4.1.2 Geology

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

4.1.3 Hydrology/Hydrogeology

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



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

4.2 Standard Environmental Records Sources

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

4.2.1 Federal Records Sources

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

NATIONAL PRIORITIES LIST SITES

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

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

DELISTED NPL SITES

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

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

SUPERFUND ENTERPRISE MANAGEMENT SYSTEM LIST

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

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

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

SEMS ARCHIVE LIST

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

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

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

RESOURCE CONSERVATION & RECOVERY ACT CORRECTIVE ACTION FACILITIES LIST

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

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

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

RESOURCE CONSERVATION & RECOVERY ACT INFORMATION SYSTEM LIST

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



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

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

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

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

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

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

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

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

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

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

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

INSTITUTIONAL CONTROL/ENGINEERING CONTROL REGISTRIES

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

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

EMERGENCY RESPONSE NOTIFICATION SYSTEM

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

releases of oil and hazardous substances.

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

4.2.2 State and/or Tribal Records Sources

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

PERMITTED SOLID WASTE FACILITIES LIST

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

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

LEAKING STORAGE TANK LIST

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

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

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

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

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

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

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

INSTITUTIONAL CONTROL/ENGINEERING CONTROL REGISTRIES

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

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

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

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

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

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

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

VOLUNTARY CLEANUP SITES

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

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

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



BROWNFIELDS SITES

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

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

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

4.2.3 Summary of Records Sources Review

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



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

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

Siegmann Parcels & Goshen Quick Mart

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

Former Eagle Uniform Facility

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

North 5th Street Groundwater Contamination Site

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

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

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

4.3 Additional Environmental Records

4.3.1 Local Government Records

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

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

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

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

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

4.3.2 Previously Completed Environmental Site Assessments

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

4.4 Historical Use Information

4.4.1 Sanborn Fire Insurance Maps

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

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

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

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

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

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

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

4.4.2 Aerial Photographs

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

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

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

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

1981: Generally consistent with the 1977 photograph.



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

4.4.3 Ownership History

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

20-11-09-414-029.000-015

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

20-11-09-414-030.000-015

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

4.4.4 City Directories

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

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

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

4.4.5 Other Records of Historical Use

No other historical records were reviewed.

4.5 Historical Use Information on Adjoining Properties

4.5.1 Sanborn Fire Insurance Maps

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

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

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

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

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

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

4.5.2 Aerial Photographs

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

5.0 SITE RECONNAISSANCE

5.1 Methodology and Limiting Conditions

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

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

5.2 General Site Setting

5.2.1 Current Use of the Property

The Property is currently unoccupied and vacant.

5.2.2 Past Uses of the Property

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

5.2.3 Adjoining Properties and Surrounding Area

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



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

5.2.4 Physical Setting

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

5.2.5 Property Improvements

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

5.2.6 Potable Water Supply

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

5.2.7 Sewage Disposal System

Sewage disposal is reportedly to the municipal sanitary sewer system.

5.3 Interior and Exterior Observations

5.3.1 Hazardous Substances and Petroleum Products

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

5.3.2 Storage Tanks

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

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

5.3.3 Odors

There were no unusual odors detected during the reconnaissance.

5.3.4 PCBs

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

5.3.5 Heating & Cooling

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

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

5.3.6 Stains or Corrosion

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

5.3.7 Drains and Sumps

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

5.3.8 Pits, Ponds, or Lagoons

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

5.3.9 Stressed Vegetation

No areas of stressed vegetation were observed during the reconnaissance.

5.3.10 Solid Waste

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



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

5.3.11 Wastewater

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

5.3.12 Wells

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

5.3.13 Septic Systems

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

6.0 INTERVIEWS

6.1 Interview with Property Owner

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

6.2 Interview with Site Manager

Refer to Section 6.1.

6.3 Interview with Site Occupant

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



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

6.4 Interview with Local Government Official

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

6.5 Interview with Others

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

7.0 EVALUATION

7.1 Findings

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

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



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

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

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

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

7.2 Opinion

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



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

7.3 Conclusions

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

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


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

7.4 Data Gaps & Deviations

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

7.5 Statement & Signature of Environmental Professional

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



James Bennett

8.0 Non-Scope SERVICES

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

9.0 REFERENCES

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

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

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

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



APPENDICES

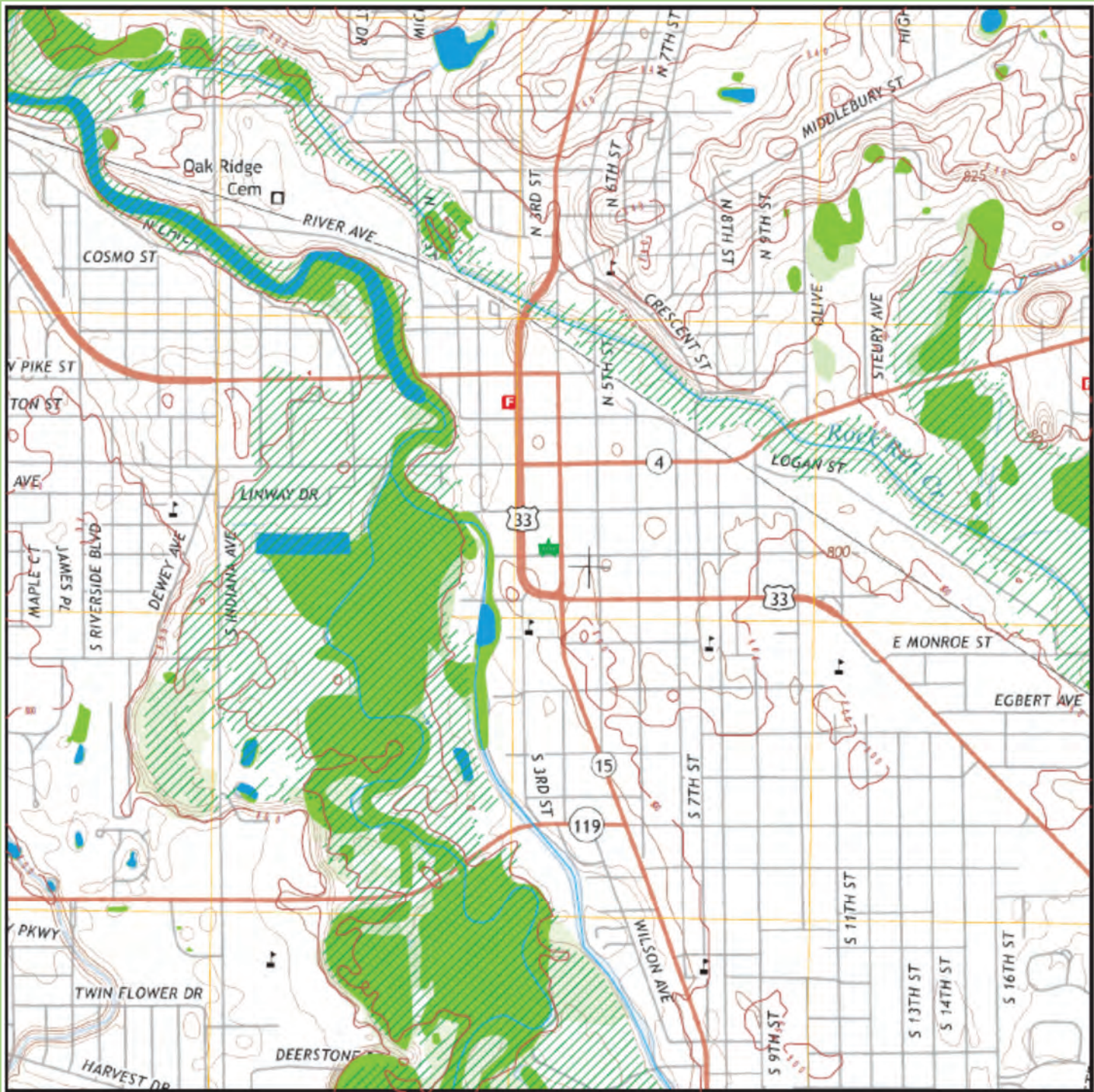
APPENDIX A	Figures
APPENDIX B	Property Records
APPENDIX C	User Questionnaires
APPENDIX D	Environmental Database Report
APPENDIX E	Regulatory Database Records - Indiana Department of Environmental Management
APPENDIX F	Regulatory Database Records - Elkhart County Health Department
APPENDIX G	Sanborn Map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



APPENDIX A

FIGURES





N Target Property



FIGURE 1 TOPOGRAPHIC LOCATION

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

Heron Project: 21-0505

Source: EDR, Inc.
USGS Topographic Map:
2013 Elkhart, IN

Approximate Scale: 1" = 1,500'
Prepared: Feb. 2021 By: JRB



Approximate Property Parcel Boundaries



FIGURE 2
PROPERTY DETAIL
Commercial Property

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

Heron Project: 21-0505

Source: Google Earth
2017 Aerial Photograph

Approximate Scale: 1" = 70'
Prepared: Feb. 2021 By: JRB



March 2, 2021

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

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

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

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

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

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

SCOPE of WORK

Field Services

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

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

Report

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

COST and SCHEDULE

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

Field Services

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

Report

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

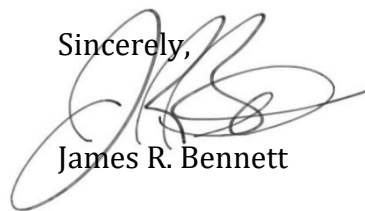
The Costs outlined here should be considered a maximum that will not be exceeded without prior Client authorization. In the event of unforeseen expenses or delays the Client will be notified immediately and changes, if necessary, to these costs will be provided.

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

AUTHORIZATION

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

Sincerely,



James R. Bennett



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



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

Heron Project: 21-0505-2

Source: Google Earth
 2017 Aerial Photograph

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



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

Date:

Authorized by (name and title) "Client":

Signature:

Company:

Billing Address:

Phone:

Email:

Property Contact (name and number/email):

STANDARD TERMS & CONDITIONS

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

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

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



**Legal Department
CITY OF GOSHEN**

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

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

April 10, 2021

To: Board of Public Works and Safety
From: Brandy L. Henderson
Subject: Agreement with The Airmarking Co., Inc.

The City wishes to contract with The Airmarking Co., Inc. to provide road striping including center and fog line striping on multiple City of Goshen streets.

Work on the project shall be completed by August 30, 2021 and the total cost for all work shall not exceed \$46,614.30.

Suggested motion: Move to enter into an agreement with The Airmarking Co, Inc. to provide road striping of certain City streets at a cost not to exceed \$46,614.30 with all work to be completed by August 30, 2021.

AGREEMENT

2021 City of Goshen Road Striping

THIS AGREEMENT is entered into on this ____ day of _____, 2021, between The Airmarking, Co., Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to provide road striping including centerline and fog line striping on multiple City of Goshen streets.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner road striping per INDOT Specifications using 15 Mil fast dry latex single coat application with 8 Lbs of Type 1 glass beads per gallon for the four (4”) centerlines and fog line striping on multiple City of Goshen streets as listed in the table below.

Contractor shall cone off all markings for protection from damage during the curing process. Follow trucks shall be equipped with arrowboards and wet paint signs to warn the public.

Contractor shall document per road the installation and shall turn documentation into the City for verification.

Contractor shall perform all work in this project during the days Monday to Friday between the hours of 7:00 am and 8:00 pm. City shall be notified in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor shall warrant all workmanship and materials for ninety (90) days.

Once the Contractor mobilizes onto the project, progressive work effort shall be maintained to complete the work on or before the identified contract deadline. Contractor shall not redirect staff and/or essential equipment to other projects nor leave the City’s contract work idle for a period longer than 5 workdays without prior written authorization from the City. The City recognizes there will be transition periods between scheduled activities, but the City and public should not experience prolonged absences of project’s progress.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

ROAD NAME	COMPLETION DATE	STRIPING LIMITS	Lin Ft. YELLOW	Lin Ft. WHITE
Lincoln Ave. 1	9-Jul	Greene Rd. to Indiana Ave.	*7955	*305
Lincoln Ave. 2	9-Jul	Elkhart River Bridge to Rail Road	*5772	*3885
Washington St.	9-Jul	2nd St. to 6th St.	2624	n/a
2nd St.	9-Jul	Washington St. to Wilkinson St.	2188	n/a
Jefferson St.	9-Jul	3rd St. to 6th St.	2200	n/a
5th St.	9-Jul	Main St. to Pike St.	*6150	n/a
Blackport Dr.	9-Jul	Lincoln Ave. to Monroe St.	4670	7110
Monroe St.	9-Jul	US33 to Fairgrounds Gate5	3782	7454
South 8th St.	9-Jul	Lincoln Ave. to College Ave.	13308	212
South 15th St.	9-Jul	College Ave. to Eisenhower Dr.	*2000	*3500
Plymouth Ave.	9-Jul	Main St. to US33	7626	7094
College Ave.	9-Jul	15th St. to Rail Road East of Century Dr.	17361	17253
Midway Rd.	30-Aug	US33 to CR113	7582	400
Ferndale Rd.	30-Aug	US33 to Willows Way	4338	1276
County Home Rd.	30-Aug	Midway to Ferndale	1873	200
Reith Blvd	30-Aug	US33 to CR17	5250	1017
Peddler's Village Rd.	30-Aug	Wilden to CR17	4890	10031
Wilden Ave.	30-Aug	Main St. to Wakefield Dr.	19993	25071
Bashor Rd.	30-Aug	Chicago Ave. to Old CR17	5717	5577
Chicago Ave.	30-Aug	Bashor Rd. to Lincoln Ave.	8212	945
Beaver Lane	30-Aug	Wilden Ave. to Bashor Rd.	942	877
Greene Rd.	30-Aug	Wilden Ave. to Berkey Ave.	*14800	*700
Indiana Ave. 3	30-Aug	Pike St. to SR119	*10466	*530
Indiana Ave. 4	30-Aug	SR119 to CR36	2674	5300
Clinton St.	30-Aug	Old CR17 to Indiana Ave.	12732	12225
Middlebury St.	30-Aug	Main St. to Zollinger Rd.	3700	66
Century Dr.	30-Aug	College Ave. to Kercher Rd.	16005	347
Eisenhower North	30-Aug	Dierdorff to Century Dr.	*6000	*9568
Dierdorff Dr.	30-Aug	College Ave. to Waterford Mills Pkwy.	*13770	*20135
Cr27	30-Aug	CR42 to 90' curve North side of Airport	*2721	*6900
Cr42	30-Aug	US33 to CR27	9450	20567
Kercher Rd.	30-Aug	Violett Rd to SR15	*3381	*550
Kercher Rd.	30-Aug	US33 to CR31	*8884	*15616
Regent St.	30-Aug	Dierdorff Dr. to CR40	14126	0
Weymouth Blvd.	30-Aug	Kercher Rd. to Regent St.	3729	0
Waterford mills Pkwy.	30-Aug	Main St. to Dierdorff Dr.	*9320	*15241
			266191	199952

NOTE: *Highlighted streets have an earlier completion date*

**Measurements are an over-estimate of measurements provided by Google Earth research*

TRAFFIC CONTROL & ACCESSIBILITY

Traffic control for this project shall be performed in accordance with the Indiana Manual on Uniform Traffic Control Devices for streets and highways. Traffic control shall be specific and applicable to the aforementioned project.

It should be noted that Contractor shall be totally responsible for the maintenance of and orderly flow of traffic. Construction engineering and any flagmen, signs and barricades needed for the project shall be furnished by the Contractor.

Contractor may, at his own expense, close one or more lanes of traffic or close a street and detour traffic during construction provided the following conditions are met:

- (1) If the street is not closed, adequate driving lanes shall be left open to allow traffic passage around the construction.
- (2) If the street is closed and traffic detoured, notification shall be given to affected residents and businesses at least 24 hours prior to closing.
- (3) Sufficient flagmen, flashers, barricades, warning devices, or other equipment shall be provided to insure safety to the traveling public.
- (4) The restricted traffic lanes or closed street shall be reopened, if feasible, when painting is not taking place.
- (5) Prior approval from the Street Department of proposed lane closings, street closings, and detour routes shall be obtained, and the Contractor shall give proper notification of such to the police and fire communication center (533-4151).
- (6) Contractor shall be responsible for any damage to pavement, curb, or structures caused by the Contractor, Contractor's agents, or by traffic which was diverted during the painting.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor's work on the project shall begin as soon as practical after receiving a notice to proceed from the City. The streets highlighted in the table found on page 2 shall be completed by July 9, 2021 and the remaining streets identified in the table on page 2 shall be completed by August 30, 2021.

COMPENSATION

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor's unit prices for labor and materials as set forth in the table below based on the quantities actually used on the project for an amount not exceed Forty-Six Thousand Six Hundred Fourteen Dollars and Thirty Cents (\$46,614.30). Cost includes two (2) trips. The cost also includes two (2) escort trucks and cones for traffic control. If additional mobilization is needed there will be a one-time flat fee of \$1,500.00.

Quantity	Description	Unit Price	Total
199,952 FT	White	\$0.10	\$19,995.20
266,191 FT	Yellow	\$0.10	\$26,619.10
			\$46,614.30

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Contractor.

NON-DISCRIMINATION

Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor agrees that Contractor or any subcontractors, or any other person acting on behalf of Contractor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said 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.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees from 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 their officers, agents, officials, and employees, during the performance of work under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

INSURANCE

Prior to commencing work, Contractor shall furnish the 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 the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability coverage.

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

Workers Compensation & Employer's Liability	Statutory Limits
General Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000,000 Aggregate
Automobile Liability.....	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

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 notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. 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.

BREACH

It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Agreement or fails to fulfill any warranty, and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Contractor shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

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

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 Agreement.
- (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 Agreement.
- (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 work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

The parties may terminate this Agreement under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time 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 secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (3) 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 contract.

ASSIGNMENT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. 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.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

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

Address for notices to Contractor:

The Airmarking Co., Inc.
Attention: Ashley Burrus
1544 North State Road 25
Rochester, IN 46975

APPLICABLE LAWS

Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

MISCELLANEOUS

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

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Contractor shall not knowingly employ or contract with an unauthorized alien. 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 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.

The 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 the City of a breach.

Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor certifies that Contractor has notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Contractor.

SEVERABILITY

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Board of Public Works and Safety

The Airmarking Co, Inc

Jeremy P. Stutsman, Mayor

Ashley Burrus, Vice President

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

April 12, 2021

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2021-08, Interlocal Agreement with the County of Elkhart
for the Consolidated County Court Site

Attached to Resolution 2021-08 is an Interlocal Agreement with the County of Elkhart that sets forth the duties and responsibilities of the parties to extend and/or improve needed infrastructure to the proposed Consolidated County Court Site located in the area of US 33, Reliance Road and County Road 17.

The Interlocal Agreement provides that the City and County will share the costs to construct road improvements along Reliance Road between US 33 and Peddler's Village Road and along Peddler's Village Road to the County Road 17 overpass. The road improvements will include center turn lanes, acceleration/deceleration lanes and intersection improvements. In addition, storm piping will be constructed to take stormwater run off from Reliance Road to an approved outlet.

City commits the first One Million Dollars (\$1,000,000) to fund the referenced projects and agrees to split funding requirements in excess of One Million Dollars (\$1,000,000) with the County on a 50/50 basis. If the estimated project costs exceed Three Million Dollars (\$3,000,000), excluding design costs, either party may elect to terminate the agreement. In such case, the City and County will split design costs on a 50/50 basis.

The Redevelopment Commission will be considering a resolution to approve the terms and conditions of the Interlocal Agreement on April 13, 2021, and the Common Council will also be considering a resolution on April 20, 2021.

Suggested Motion:

Move to adopt Resolution 2021-08, Interlocal Agreement with the County of Elkhart for the Consolidated County Court Site.

RESOLUTION 2021-08

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions and authorizes the execution of the Interlocal Agreement with the County of Elkhart for the Consolidated County Court Site attached to and made a part of this resolution.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on April 12, 2021.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

INTERLOCAL AGREEMENT FOR CONSOLIDATED COUNTY COURT SITE

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

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

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

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

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

CONSOLIDATED COURT SITE

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

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

JOINT PROJECTS

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

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

TRAFFIC IMPACT STUDY

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

DESIGN CONSULTANT

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

COUNTY PARTICIPATION

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

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

APPROVALS AND FUNDING PARTICIPATION

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

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

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

TIME IS OF THE ESSENCE; DURATION OF PROJECT

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

OWNER OF PROJECT

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

FILING REQUIREMENTS

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

SUPPLEMENTAL DOCUMENTS

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

LIMITATIONS OF LIABILITY

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

NON-DISCRIMINATION

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

MISCELLANEOUS

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

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

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

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

with copies to:

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

and

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

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

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

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

[Signatures on separate sheets.]

COUNTY OF ELKHART, INDIANA

Date: _____, 2021

Board of Commissioners of the
County of Elkhart, Indiana

Suzanne M. Weirick

Frank R. Lucchese

Bradley D. Rogers

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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

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

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

APPROVAL

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

Elkhart County Council
County of Elkhart, Indiana

Thomas W. Stump, President

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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

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

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

CITY OF GOSHEN, INDIANA

Date: _____, 2021

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

Jeremy P. Stutsman

Michael A. Landis

Mary Nichols

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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

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

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

Date: _____, 2021

Goshen Redevelopment Commission
City of Goshen, Indiana

Printed: _____
President

Printed: _____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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

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

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

APPROVAL

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

Jeremy P. Stutsman, Presiding Officer

ATTEST:

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

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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

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

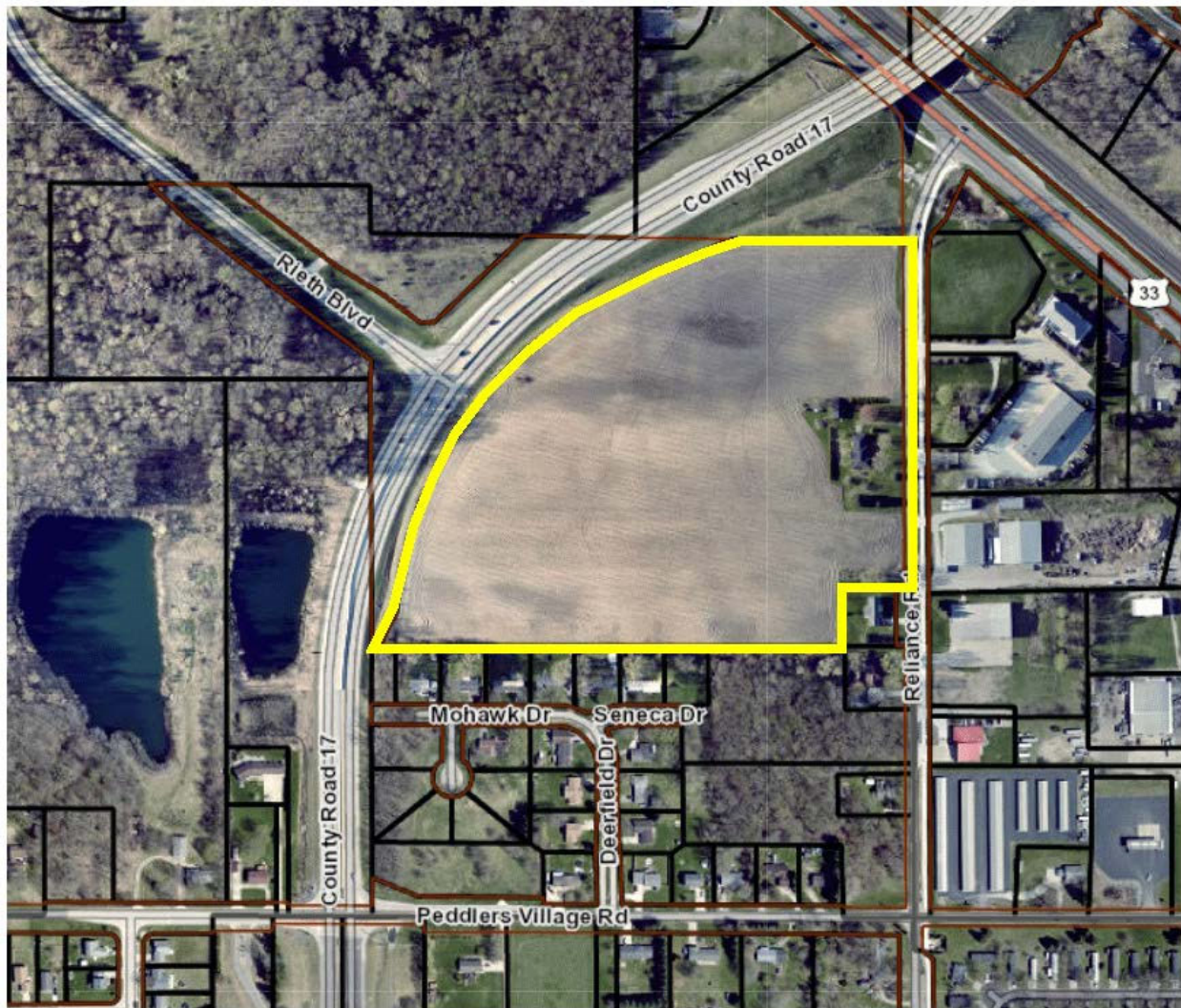
Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

This instrument was prepared by Larry A. Barkes, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

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

EXHIBIT A

CONSOLIDATED COURT SITE





CITY OF GOSHEN LEGAL DEPARTMENT

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

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

April 12, 2021

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Resolution 2021-10, 2021 City Holiday Schedule

The City observes ten specified holidays. The practice has been that when the holiday falls on a Sunday, the following Monday is the observed holiday, and when the holiday falls on a Saturday, the preceding Friday is the observed holiday.

Pursuant to Ordinance 5081 recently passed, the Common Council has delegated to the Board of Public Works and Safety the responsibility to determine on an annual basis a City holiday schedule which may include the designation of a date to be observed for a holiday should an actual holiday fall on a Saturday or a Sunday.

Resolution 2021-10 approves a holiday schedule for 2021 (even though two of the holidays have already passed), and specifically designates the following dates to be observed for holidays that actually fall on a Saturday or Sunday:

- Monday, July 5, 2021 as the day to be observed for Independence Day
- Thursday, December 23, 2021 as the day to be observed for Christmas Day
- Friday, December 31, 2021 as the day to be observed for New Year's Day 2022

A resolution will be presented to the Board of Public Works and Safety later this year to approve the holiday schedule for the rest of 2022.

Suggested Motion:

Move to adopt Resolution 2021-10, 2021 City Holiday Schedule.

RESOLUTION 2021-10

2021 CITY HOLIDAY SCHEDULE

WHEREAS, pursuant to City Ordinance, the Board of Public Works and Safety shall determine on an annual basis a holiday schedule and designate the date to be observed for a holiday should an actual holiday fall on a Saturday or a Sunday.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the dates on which the specified holiday will be observed by the City of Goshen in 2021:

Friday, January 1, 2021 – New Year’s Day

Monday, January 18, 2021 – Martin Luther King, Jr. Day

Monday, May 31, 2021 – Memorial Day

Monday, July 5, 2021 – Independence Day (in lieu of July 4, 2021)

Monday, September 6, 2021 – Labor Day

Thursday, November 11, 2021 – Veteran’s Day

Thursday, November 25, 2021 – Thanksgiving Day

Friday, November 26, 2021 – Thanksgiving Holiday

Thursday, December 23, 2021 – Christmas Day (in lieu of December 25, 2021)

Friday, December 24, 2021 – Christmas Eve

Friday, December 31, 2021 – New Year’s Day (in lieu of January 1, 2022)

BE IT FURTHER RESOLVED that City of Goshen offices and departments, excluding the Police and Fire Departments, will be closed on the above dates.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on April 12, 2021.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Board Member

Mary Nichols, Board Member



**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: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **OLIVE STREET ROAD CLOSURE AT LINCOLN AVENUE (JN: 2019-0046)**

DATE: April 12, 2021

NIPSCO has requested permission to close Olive Street, just north of Lincoln Avenue, from Monday, April 12, at 11 AM until Thursday, April 15, 2021, at 5PM. This closure is necessary in order for NIPSCO crews and Miller Pipeline to fully retire the existing gas main. The additional road closure and delay are due to unforeseen emergency work.

Requested motion: Move to approve the closure of Olive Street, just north of Lincoln Avenue, from April 12 until April 15, 2021.

ACCEPTED:

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member