



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., March 14, 2022

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: March 7, 2022

Approval of Agenda

- 1) Police Department:** Conditional offer of employment to Jordan Lamar Snyder
- 2) Police Department:** Conditional Offer of employment to Ever Guillermo Gutierrez Franco
- 3) Resident request:** Gravel driveway for 212 W. Plymouth Avenue (Dana Miller)
- 4) Parks & Recreation Department:** Controlled burn notification (Tanya Heyde)
- 5) Utilities Department:** Approval of unpaid final accounts (Kelly Sainz)
- 6) Legal Department:** Resolution 2022-10, Special Purchase of Road Salt
- 7) Legal Department:** Resolution 2022-11, Development Agreement with Greenwood Rental Properties, LLC.
- 7) Legal Department:** Acceptance of easements from The Crossing Development LLC
- 7) Engineering Department:** Closure of Madison Street for tree removal on March 16 and partial lane restrictions, March 15-April 22 for curb, gutter and sidewalk work by Niblock
- 10) Engineering Department:** Approval of temporary gravel driveway and agreement for completion of the construction project at 1516 Firestar Drive (JN: 2004-2015 OR 2006-2010)



11) Engineering Department: Agreement for completion of the Goshen Hospital Bed Tower Construction Project at 200 High Park Avenue (JN: 2018:2058)

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE March 7, 2022 REGULAR MEETING

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

Present: Mayor Jeremy Stutsman and members Mike Landis, Mary Nichols and DeWayne Riouse

Absent: Barb Swartley

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

REVIEW/APPROVE MINUTES: Minutes of the Feb. 28, 2022 meeting of the Board of Works & Safety & Stormwater Board were presented. Board member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board member Mike Landis. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the agenda and suggested that an agenda item be added, designated as item #10 – The resignation of a Street Department employee. Board member Nichols moved to approve the agenda as suggested. Board member Landis seconded the motion. Motion passed 4-0.

1) Genesis Products: Request for wider entrance driveway on Eisenhower Drive South

Bradley E. Mosness, vice president and Goshen Office Director for Abonmarche, representing Genesis Products, filed a written request that the Board approve a development waiver for a proposed west entrance driveway on Eisenhower Drive South to exceed the City's maximum drive of 36 feet and allow a 49-foot width opening at the right-of-way. In his request, Mosness said the company wanted a wider driveway to accommodate tractor-trailers entering and exiting the property. He wrote that Genesis Products now has existing entrances on the north side of the street that have rutting issues due to truck turning. The wider entrance should help with rutting, help minimize the use of the entire pavement of Eisenhower Drive South when maneuvering into and out of the site, and help with possible traffic backup or vehicle collisions. Mosness wrote that the proposed site plans have been through the City's technical review process and the Engineering Department seemed to favor this request.

Administrative City Engineer Bryce Gast told the Board that City staff recently performed a technical review of plans for a proposed development by Genesis Products at 1853 Eisenhower Drive South. The proposed development includes two new access points from Eisenhower Drive South. During technical review with Genesis and their consultant, Abonmarche, it was explained that the western drive does not meet the requirements for a new access along this corridor. Specifically, the proposed western drive would measure approximately 49 feet wide at the right-of-way, which exceeds the maximum 36 feet width permitted by City policy for new commercial drives. Gast said the Engineering Department does not oppose the proposed wider entrance as it will help to alleviate traffic congestion and reduce the likelihood of vehicular collisions that would result from semi-trailers using the entire width of Eisenhower Drive South to enter a narrower drive. However, because the proposed width of western drive exceeds the permitted width, Engineering cannot permit it without review and approval of the Board of Works.

Bradley E. Mosness, representing Genesis Products was present, but had nothing to add to Bryce Gast's report, but said he was available to answer questions.



Board member Landis asked if tractor-trailers normally have difficulty maneuvering into driveways because of the width of Eisenhower Drive South and other City streets and whether the City should allow driveway widths of 49 feet. City Director of Public Works & Utilities Dustin Sailor responded that would be hard to say because larger driveways can adversely affect drainage and that Eisenhower Drive South is especially sensitive to drainage issues. Sailor said the City is trying to address situations like this with wider roads. He also said not all businesses have the same trailer loads. Asked by Mayor Stutsman if it was time to change its ordinance regarding driveway widths, Sailor said, "I'm not quite ready to say that. We are looking at our standards, so that might be a consideration for that." There were no further questions or comments from the Board or the public.

Nichols/Landis moved to approve the wider driveway for Genesis Products at 1853 Eisenhower Drive South to widen to approximately 49 feet from the current 36-foot (standard). Motion passed 4-0.

2) Environmental Resilience Department: Request to close Main Street, between Clinton and Lincoln streets, for the Arbor Day celebration on April 29, from 3-9 p.m.

Aaron Sawatsky Kingsley, director of the City Department of Environmental Resilience, asked the Board to approve the closure of Main Street, between Clinton Street and Lincoln Avenue, on April 29, from 3 p.m. to 9 pm., for the City's Arbor Day celebration. Sawatsky Kingsley said the City's celebration, which was cancelled the past two years because of the COVID-19 pandemic, will be held at the County Courthouse and closure of Main Street will allow easier access for food trucks and the Science 2 Go Bus, as well as extra public space for the event. He said the event will feature school choirs, interactive displays for children, a tree-climbing event, live music, food, and other entertainment for the public. Asked by Mayor Stutsman if surrounding businesses had been notified about the street closure, Sawatsky Kingsley said that would be the next step.

Nichols/Landis moved to approve the closure of Main Street, between Clinton Street and Lincoln Avenue, on April 29, from 3 p.m. to 9 pm., for the City's Arbor Day celebration. Motion passed 4-0.

3) Police Department: Review and approval of the Goshen Police Department Policy Manual

Goshen Police Chief José Miller submitted a written request that the Board of Works and Safety approve the Goshen Police Department Policy Manual, which was prepared by Lexipol LLC. Chief Miller wrote that on Dec. 7, 2020, the Board approved an agreement between the Police Department and Lexipol for development of the policy manual. He said Lexipol provides fully developed, state-specific policies researched and written by subject matter experts and vetted by attorneys. He wrote that these policies are based on nationwide standards and best practices while also incorporating state and federal laws and regulations where appropriate. In addition, Lexipol will keep the policies updated as new subject matter develops. Chief Miller wrote that since Dec. 7, 2020, the police department's administration, along with representatives from Lexipol, have been working to complete the updated manual. He wrote if approved, the policies will replace all current policies and would be effective starting Monday April 4, 2022. This would allow time for officers and staff to review and acknowledge the policies prior to them being effective. A companion packet document, draft Resolution 2022-10 outlined the context and history of the policy manual. It also specified that if passed by the Board of Works & Safety, a series of new policies would be approved, effective April 4, 2022. Further, Resolution 2022-10 would also repeal a series of policies, also effective April 4, 2022:



On March 7, 2022, Chief Miller told the Board that since requesting approval of the policy manual, several questions have been raised about several policies that he would like to further research to either address the questions or make modifications. Chief Miller said that he didn't think any of the questions raised would be major, so he requested two weeks to make the appropriate changes and would then circulate any revised policies to the Board. Mayor Stutsman said a two-week delay would put the policies back before the Board on March 21.

Nichols/Landis moved to postpone approval of the Goshen Police Department Policy Manual until the Board's March 21, 2022 meeting. Motion passed 4-0.

(NOTE FROM THE CLERK-TREASURER: The draft policy is 967 pages and can be viewed online by reviewing the March 7 agenda packet of the Board of Works & Safety at: <https://goshenindiana.org/board-of-works>).

4) Redevelopment Department: Request for approval of Brownfield Revolving Loan Fund Grant agreement with Goshen Interfaith Hospitality Network & Goshen Community Schools

Deputy Mayor and Community Development Director Mark Brinson asked the Board to approve an agreement to provide Goshen Interfaith Hospitality Network with a grant of \$74,258.000 from the Brownfield Revolving Loan Fund for required asbestos remediation work at the Goshen Community Schools property at 801 W. Wilkinson Street. Goshen Interfaith Hospitality Network (GIHN) has entered into a long-term lease agreement with Goshen Community Schools to utilize the property at 801 W. Wilkinson Street, Goshen, as its new homeless shelter location. An asbestos assessment was conducted for the building and there are areas that will need to have asbestos-containing materials (ACMs) abated prior to utilizing the space for housing. The City received an application for the Brownfield Revolving Loan Fund (BRLF) Program from GIHN and its representatives are requesting grant assistance to cover the costs associated with the asbestos abatement. GIHN has obtained quotes for the required remediation work and is requesting a grant for \$74,258.00.

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. The committee reviewed this request and recommends approval of a grant to GIHN for \$74,258.00 to fund the asbestos abatement work. Included in the Board's packet was the grant agreement and copies of GIHN's selected quotes for the scope of work. Environmental Services Inc. of North Liberty, Indiana would be paid \$41,256 for removing and disposing of asbestos-containing sprayed acoustical ceiling material and ACM Engineering and Environmental Services of South Bend, Indiana would be paid \$33,002.00 for asbestos abatement project design and on-site management, PCM air sampling and analysis, and AHERA required TEM final clearance air sampling and analysis.

Mayor Stutsman said Clerk-Treasurer Aguirre informed him before the meeting that there was an error on the first page of the grant agreement. In two instances (paragraphs five and eight) the amount of the grant was mistakenly written as "Fifty-Nine Thousand and Fifty Dollars" instead of the correct amount, which is Seventy-Four Thousand and Two-Hundred-Fifty-Eight Dollars." The Mayor said that page will need to be corrected in the agreement. Brinson said the correction would be made. City Attorney Bodie Stegelmann said that in this circumstance, the Board's motion should reference the numeric amount and that the motion would be to approve a revised agreement.

Nichols/Landis moved to approve a revised agreement to provide Goshen Interfaith Hospitality Network with a grant of \$74,258.000 from the Brownfield Revolving Loan Fund for required asbestos remediation work at the Goshen Community Schools property at 801 W. Wilkinson Street. Motion passed 4-0.



5) Legal Department: Lift Station Cellular Telemetry Project agreement with Donohue & Associates, Inc. City Attorney Bodie Stegelmann asked the Board to approve and execute the revised agreement with Donohue & Associates, Inc. for work on the City's lift station cellular telemetry system at a cost of \$28,000 with an approximate completion time of 120 days. City Attorney Stegelmann said that on Nov. 8, 2021, the Board approved an agreement with Donohue & Associates, Inc. of Indianapolis for work on the City's lift station cellular telemetry system. Donohue & Associates, Inc. requested revisions to the agreement and with this memorandum, the Board has been provided with a revised copy of the agreement with language reviewed and accepted by the Legal Department. The payment amount of \$28,000 for the services will not change, and the work will take approximately 120 days to complete.

Background: According to a project description by Donohue & Associates the City of Goshen wastewater collection system includes more than 30 sanitary lift stations that convey flow to the wastewater treatment plant. The primary means of communication to these lift stations is licensed radio. There are several lift station sites where licensed radio communications has been problematic. These sites include East Goshen, CR28, and 12th Street. The East Goshen site also includes pressure monitoring for the water utility. Additions to the licensed radio network can be costly depending upon the antenna height requirement. This project establishes a cellular telemetry network. The cellular network will initially be utilized to service East Goshen, CR28, and 12th Street Lift Stations, and will provide an alternative for future remote sites. This project also provides an upgraded PLC (Programmable Logic Controller) for the master polling PLC in the Chemical Feed Building at the Goshen Wastewater Treatment Plant (WWTP). In response to a question from Board member Landis about the changes to the agreement, City Attorney Stegelmann said Donohue asked for addresses to be changed along with a change in liability limitations. Nichols/Landis moved to approve and execute the revised agreement with Donohue & Associates, Inc. for work on the City's lift station cellular telemetry system at a cost of \$28,000 with an approximate completion time of 120 days. Motion passed 4-0.

6) Legal Department: Agreement with Indiana Housing and Community Development Authority to implement its Low-Income Household Water Assistance Program to assist low-income customers of the City of Goshen Utilities Department

City Attorney Bodie Stegelmann asked the Board to approve the Memorandum of Agreement with the Indiana Housing and Community Development Authority to implement its Low-Income Household Water Assistance Program to assist low-income customers of City of Goshen Utilities, and authorize Mayor Stutsman to sign on behalf of the Board. Stegelmann said the Indiana Housing and Community Development Authority seeks to assist low-income eligible households (those at or below 60% of the state median income) in maintaining or re-connecting to drinking water and wastewater services through its Low-Income Household Water Assistance Program, which is funded through the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act of 2021. All funds distributed as part of this program will be paid directly to the City Utilities Office on behalf of eligible households. Mayor Stutsman said he thought the City had already approved this program. City Attorney Stegelmann said that hadn't been done yet.

Nichols/Landis moved to approve the Memorandum of Agreement with the Indiana Housing and Community Development Authority to implement its Low-Income Household Water Assistance Program to assist low-income customers of the City of Goshen Utilities, and authorize Mayor Stutsman to sign on behalf of the Board. Motion passed 4-0.



7) Engineering Department: Agreement for the completion of the construction project at 1931 Whispering Pines (JN: 2017-2035)

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve and authorize the Mayor to execute the Agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 1931 Whispering Pines. Sailor said the unit at 1931 Whispering Pines (Greencroft) has passed its final building inspection and the project is substantially complete except for seeding and otherwise stabilizing disturbed areas, which cannot be completed at this time due to weather conditions. The Stormwater Department has submitted an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor to execute. The property owner, Greencroft Goshen, Inc. agrees to stabilize 5,400 square feet with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work is under \$2,000, and there are no hard surface needs, so no surety amount is required.

Nichols/Landis moved to approve and authorize the Mayor to execute the Agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 1931 Whispering Pines. Motion passed 4-0.

8) Engineering Department: Agreement for the completion of the construction project at 2093 Whispering Pines (JN: 2020-2017)

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve and authorize the Mayor to execute the Agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 2093 Whispering Pines. Sailor said the unit at 2093 Whispering Pines (Greencroft) has passed its final building inspection and the project is substantially complete except for planting the required tree and seeding and otherwise stabilizing disturbed areas, which cannot be completed at this time due to weather conditions. The Stormwater Department has submitted an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor to execute. The property owner, Greencroft Goshen, Inc. agrees to stabilize 3,000 square feet with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work for is under \$2,000, and there are no hard surface needs, so no surety amount is required.

Nichols/Landis moved to approve and authorize the Mayor to execute the Agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 2093 Whispering Pines. Motion passed 4-0.

9) Street Department: Acceptance of resignation of Jeffrey Bigler, a City employee

City Street Commissioner David Gibbs asked the Board to accept the resignation of Jeffrey Bigler from the Goshen Street Department. Gibbs said that early this afternoon he received an email from Bigler, addressed to him and to City Human Resource Manager Rita Manager, stating that he was leaving his position. Gibbs said Bigler has worked for the Street Department since October 2012 and he has decided to move on. The email, received by Gibbs and Huffman at 1:07 p.m. stated: "I am writing this to inform you that I will be leaving my position at the street department. The contract states that 2 weeks' notice must be given to receive pay for any unused vacation time. So today, Monday March 7th, will begin my two weeks." **Mayor Stutsman** wished Bigler the best in his future endeavors. **Nichols/Landis moved to accept the resignation of Jeffrey Bigler from the City Street Department effective March 21, 2022. Motion passed 4-0.**



10) **Bill reduction request: Mary Phipps of the Swyft Group, LLC requested a \$428.27 sewer charge credit for a tenant (Lorena Rojas Moreno)**

Mary Phipps, a property manager with the Swyft Group, LLC. submitted a written request that the Board approve a \$428.27 credit for Lorena Moreno, a resident of the Stone Brook Apartments, for a \$511.08 water/sewer bill for City services for Aug. to 1-Sept, 1, 2021. She wrote that Stone Brook Apartments pays the water/sewer bill monthly to the City and bills the amount due based on usage to each tenant. For her first three months in the apartment, Moreno was billed: \$79.09, \$511.08 and \$86.56. Phipps wrote asking that the bill to be reduced to \$82.81, which is the average of Moreno's two other monthly bills. The August-September bill was higher because of a leaking toilet. Phipps said Moreno promptly reported toilet issues and that the company responded in a timely manner. Phipps further wrote that the bill is too high for a resident of Goshen to pay unexpectedly and asked for the reduction.

On March 7, Phipps told the Board briefly restated her written request.

Kelly Saenz, manager of the City Water and Sewer Utilities Business Office, told the Board that a leak was detected on Aug. 10, 2022. She said after contacting staff at Stone Brook Apartments, the City learned that it was a toilet leak that occurred between Aug. 3 and Aug. 17. Sainz said the water entered the sanitary sewer line. She said that if the Board grants the credit, it should be for \$318.09 since the amount billed for sewer service was \$347.25. However, Sainz said the Water Department cannot support a sewer relief credit due to the nature of the leak.

Marvin Shepherd, City Manager for Water Quality, reported that the toilet leak was detected Aug. 10, 2021 and the City contacted the account holder, Stone Brook Apartments. Shepherd said the water went down the sanitary sewer line because the toilet was leaking, so water and sewer cannot support a credit.

Board member Landis asked **Mary Phipps** if tenants receive the actual City water and sewer bill or are just informed what they owe. Phipps said tenants are just informed what they owe. In response to follow-up questions from Landis, Phipps said the tenant informed management that there was a problem with the toilet on Aug. 5 and again on Aug. 14 that the problem persisted. She confirmed that the City contacted her about the leak on Aug. 10. In response to a question from **Mayor Stutsman**, Phipps said the company takes care of needed plumbing repairs. In response to follow-up questions from the Mayor, Phipps said the tenant informed the company of a toilet issue on Aug. 5 and the City contacted the company about the leak on Aug. 10. She said the company repaired the toilet between Aug. 5 and 10, but the problem persisted. She said the toilet leak was finally fixed after Aug. 14. Phipps further stated that tenants are responsible for their sewer and water bills, but not repairs. Asked by Landis what will happen if the City declines the request, Phipps said the tenant will need to cover the charge. She confirmed that the tenant will still be liable for the payment even though the company's initial repair didn't resolve the problem.

Mayor Stutsman said that it's hard for the city to grant such requests when City staff knows that City water that had been processed went into the sewer system. The Mayor said he could not recall the City haven't granted such requests in similar circumstances. In response to a question from **Landis,** **City Attorney Bodie Stegelmann** confirmed that the state statute specifies that relief can be granted if unprocessed water went into the sewer system. Landis said that just as the city is being asked to be merciful, he didn't know why Phipps' company wouldn't be merciful to the tenant for not having made a problem that wasn't her own. Still, **Landis** said he felt sorry for the tenant. **Mayor Stutsman** said as a past residential landlord, he would be viewing this situation differently than the company is about who should pay the larger bill. The Mayor said if this request was granted, it would likely receive similar requests for others upset about their larger bills. **Landis** agreed, Phipps added that she hoped the request would be granted.



Landis/Nichols moved to deny the request for a \$428.27 credit for Lorena Moreno, a resident of the Stone Brook Apartments, for her \$511.08 water/sewer bill for City services for Aug. 1-Sept, 1, 2021. Motion passed 4-0. Mayor Stutsman told Phipps that he would encourage her to inform her boss that the toilet problem was reported on Aug. 5, but not repaired until Aug. 17, and to consider whose fault that would be.

CITY OF GOSHEN STORMWATER BOARD MINUTES OF THE March 7, 2022 REGULAR MEETING

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

Present: Mayor Stutsman and members Mike Landis and Mary Nichols

At 2:28 p.m., Mayor Stutsman temporarily recessed the Board of Works & Safety meeting and convened the Stormwater Board to consider one agenda item.

1) Stormwater Department: Post-construction plan approval for the Goshen Hospital bed tower, carriage house and parking lot (JN: 2018-2058) and the loading dock replacement (JN: 2018-2040)

City Director of Public Works & Utilities Dustin Sailor asked the Board to accept the post-construction stormwater management plan for both the Goshen Hospital Bed Tower, Carriage House, & Parking and the Goshen Health Loading Dock Replacement projects as they have been found to meet the requirements of City Ordinance 4329. Sailor said the developer of projects, affecting one (1) or more acres of land and located at 200 High Park Avenue, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." The Stormwater Department has requested the Stormwater Board's acceptance of the plan.

Nichols/Landis moved to accept the post-construction stormwater management plan for both the Goshen Hospital Bed Tower, Carriage House, & Parking and the Goshen Health Loading Dock Replacement projects as they have been found to meet the requirements of City Ordinance 4329. Motion passed 4-0.

At 2:30 p.m., Mayor Stutsman adjourned the Stormwater Board and reconvened the Board of Works & Safety.

Privilege of the Floor:

Mayor Stutsman opened Privilege of the Floor at 2:30 p.m. There were no public comments, so Mayor Stutsman closed the public comment period at 2:30 p.m.

As all matters before the Board of Public Works & Safety and Stormwater Board were concluded, Mayor Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0. The Mayor adjourned the meeting at 2:30 p.m.



APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



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

March 14, 2022

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Police Department Conditional Offer of Employment to Jordan Lamar Snyder

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Jordan Lamar Snyder, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer. The agreement also provides for payment of a hiring bonus as Jordan has completed the Tier I basic training requirements and has active certification with the Indiana Law Enforcement Training Board.

The Police Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to Jordan Lamar Snyder as a probationary patrol officer.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Jordan Lamar Snyder which includes the payment of a hiring bonus.

GOSHEN POLICE DEPARTMENT CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2022, which is the date of the last signature set forth below, by and between **Jordan Lamar Snyder** ("Snyder") and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety ("City").

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

PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Snyder employment as a probationary patrol officer of the Goshen Police Department. Snyder accepts City's conditional offer of employment. City does not have a current position available in the Goshen Police Department. City and Snyder understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Snyder understands that currently no vacancy exists in the rank and file of the Police Department.
- (2) Snyder certifies that Snyder is currently a member of the Indiana Public Retirement System and the 1977 Police Officers' and Firefighters' Pension and Disability Fund.
- (3) City will confirm its offer of employment to Snyder when a position opening becomes available in the Goshen Police Department.

HIRING BONUS

- (1) City agrees to pay a hiring bonus upon Snyder's commencement of employment provided that Snyder meets the following prerequisites:
 - (a) Snyder has successfully completed the minimum Tier I basic training requirements established by the Indiana Law Enforcement Training Board;
 - (b) Snyder has an active certification with the Indiana Law Enforcement Training Board;
 - (c) Snyder has separated from another Indiana law enforcement agency as an active reserve officer or a paid police officer within twelve (12) months of accepting the employment offer with the City (within twelve (12) months of the date of this agreement);
 - (d) Snyder has served with the other Indiana law enforcement agency as an active reserve officer or paid police officer for a minimum of one (1) year; and
 - (e) Snyder will be a first-time employee of the Goshen Police Department as a police officer.

- (2) By execution of this agreement, Snyder certifies that Snyder meets the prerequisites set forth in paragraph (1).
- (3) Upon commencement of employment, City agrees to pay Snyder a hiring bonus payment of Eight Thousand Dollars (\$8,000) over Snyder's first five (5) years of employment with the City as follows:
 - (a) Two Thousand Dollars (\$2,000) shall be paid upon Snyder's date of hire;
 - (b) Two Thousand Dollars (\$2,000) shall be paid upon Snyder's second employment anniversary date with City; and
 - (c) Four Thousand Dollars (\$4,000) shall be paid upon Snyder's fifth employment anniversary date with City.
- (4) Upon commencement of employment, City agrees to pay Snyder a base wage equal to the base wage paid to a patrol officer as set forth in the current salary ordinance. In addition, Snyder shall be credited with forty-five (45) hours of paid sick leave.
- (5) Snyder's appointment shall be probationary for a period not to exceed one (1) year. The Police Chief may recommend to the Goshen Board of Public Works and Safety that Snyder receive permanent appointment at any time within the probationary period.
- (6) In the event that Snyder voluntarily leaves city employment or is terminated for cause prior to Snyder's second employment anniversary date, Snyder agrees to repay City the hiring bonus payment of Two Thousand Dollars (\$2,000) paid under paragraph (3)(a). No repayment will be due City if Snyder leaves city employment due to disability or illness which make it impractical to continue to serve as a police officer in the foreseeable future, or death.
- (7) Snyder's repayment to City under paragraph (6) is due within thirty (30) days of Snyder's last day of employment with City. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after Snyder's last day of employment with City.
- (8) Snyder shall forfeit any future hiring bonus payments under paragraphs (3)(b) or (3)(c) if:
 - (a) Any disciplinary action in excess of a written warning is taken against Snyder at any time during the first five (5) years of employment; and
 - (b) Snyder receives a performance evaluation with a score less than thirty-two (32) after Snyder's first year of employment.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

Jordan Lamar Snyder
Date: _____

Jeremy P. Stutsman, Mayor
City of Goshen, Indiana
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

March 14, 2022

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Police Department Conditional Offer of Employment to Ever Guillermo Gutierrez-Franco

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Ever Guillermo Gutierrez-Franco, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer, and requires Ever to successfully complete all training requirements once employed.

The Police Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to Ever Guillermo Gutierrez-Franco as a probationary patrol officer.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Ever Guillermo Gutierrez-Franco.

GOSHEN POLICE DEPARTMENT CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2022, which is the date of the last signature set forth below, by and between **Ever Guillermo Gutierrez-Franco** ("Gutierrez-Franco") and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety ("City").

In consideration of the terms, conditions and mutual covenants contained in this agreement, City and Gutierrez-Franco agree as follows:

PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Gutierrez-Franco employment as a probationary patrol officer of the Goshen Police Department. Gutierrez-Franco accepts City's conditional offer of employment. City does not have a current position available in the Goshen Police Department. City and Gutierrez-Franco understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Gutierrez-Franco understands that currently no vacancy exists in the rank and file of the Police Department. Although the Police Department is initiating the pension physical and psychological testing, Gutierrez-Franco understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Gutierrez-Franco must and agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Gutierrez-Franco understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Gutierrez-Franco to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Gutierrez-Franco's expense.
- (4) InPRS will determine whether Gutierrez-Franco has any Class 3 excludable conditions. Gutierrez-Franco understands that if InPRS finds that Gutierrez-Franco has any Class 3 excludable conditions, Gutierrez-Franco will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving

disability benefits from the 1977 Fund throughout Gutierrez-Franco's employment if the disability is related to the Class 3 excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Gutierrez-Franco understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Gutierrez-Franco if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Gutierrez-Franco accepts City's withdrawal and this agreement shall be terminated.

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

- (1) As a condition of employment, Gutierrez-Franco is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Gutierrez-Franco agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Gutierrez-Franco's first day of employment with City.
- (2) As a further condition of employment, City shall require and Gutierrez-Franco agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Gutierrez-Franco agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Gutierrez-Franco will be paid for the time Gutierrez-Franco spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Gutierrez-Franco fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Gutierrez-Franco's first day of employment with City, Gutierrez-Franco's employment with City and the Goshen Police Department shall terminate.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

Ever Guillermo Gutierrez-Franco

Date: _____

Jeremy P. Stutsman, Mayor
City of Goshen, Indiana

Date: _____



PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN

204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 534-3600 • Fax (574) 533-8626

planning@goshencity.com • www.goshenindiana.org

March 14, 2022

To: Board of Public Works and Safety

From: Rossa Deegan, Assistant Planning & Zoning Administrator

RE: Request to allow relief from the Design Standards and Specifications for Parking and Driveway Surfaces

Dana Miller of Dana Miller Building Solutions has submitted a layout and zoning clearance to the Planning office to allow for the expansion of a gravel parking/driving aisle in the rear yard of 212 W Plymouth Avenue. The property is a single family home and is zoned Residential R-1. The proposed driveway/parking area meets all Zoning Ordinance requirements but the proposed surface needs Board of Works approval. Planning does not have any objections to the request.

I am requesting approval for installation of a stone driveway at 212 Plymouth where a solid surface is specified in the Design Standards and Specifications for Parking and Driveway Surfaces.

Currently parking is provided at the back of the property on a concrete pad which is 130'+- from the back door which is the main entrance for the occupants.

Cynthia Murphy, the owner and occupant, has lived with this situation since buying the house years ago.

In the last 2 years she has fallen and suffered fractures to her legs, resulting in hospitalization and rehab. At present she is in rehab for the third fracture with returning home in about a month.

The reason for asking for the stone surface is twofold. 1. Cost. The stone surface is 1/3 of the price concrete. 2. The ability to accomplish this new drive before she needs to return home.

6" of dirt will be removed in the driveway and turn around area. 4" of fist sized stone will be installed and then topped with 2" of smaller limestone as a finish surface.

In installing the driveway, the storage shed will be moved so access is off the entry concrete at the back door.

This work will allow Cynthia to get to within 15'-20' of her house entrance, with the sidewalk and backdoor concrete providing a solid even walking surface as opposed to the 130' at present.

Cynthia's house seems to be unique in this housing area bordered by Plymouth Ave, Wilson, and the millrace in that it is the only one where the house does not have almost immediate access to either Canal Street or the 2 intersecting alleys.

There are multiple surfaces for vehicles in this section with stone being in the mix. 210 Plymouth, 112 Canal, 107 Canal, and 911 Wilson can be seen visually from the alley parking of Cynthia's house, and all have stone as part, or all the vehicle driveways and parking areas.

All setback requirements are met as shown in the 2 maps provided. The variance request is to be allowed to use stone instead of solid surface for the vehicle areas.

Dana Miller

danamiller727@gmail.com

574-536-9193

PLYMOUTH AVENUE

212

210

108

CANAL STREET

SHED
TURN
GRAV DR

6
5'
8'



SETBACKS

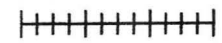
SHED - 6' FROM EASTLINE GRAVEL AREA IN BLACK
 TURN - 5' " " " BLACK
 AROUND
 GRAVEL DR - 8' FROM W. LINE

212 W Plymouth Ave



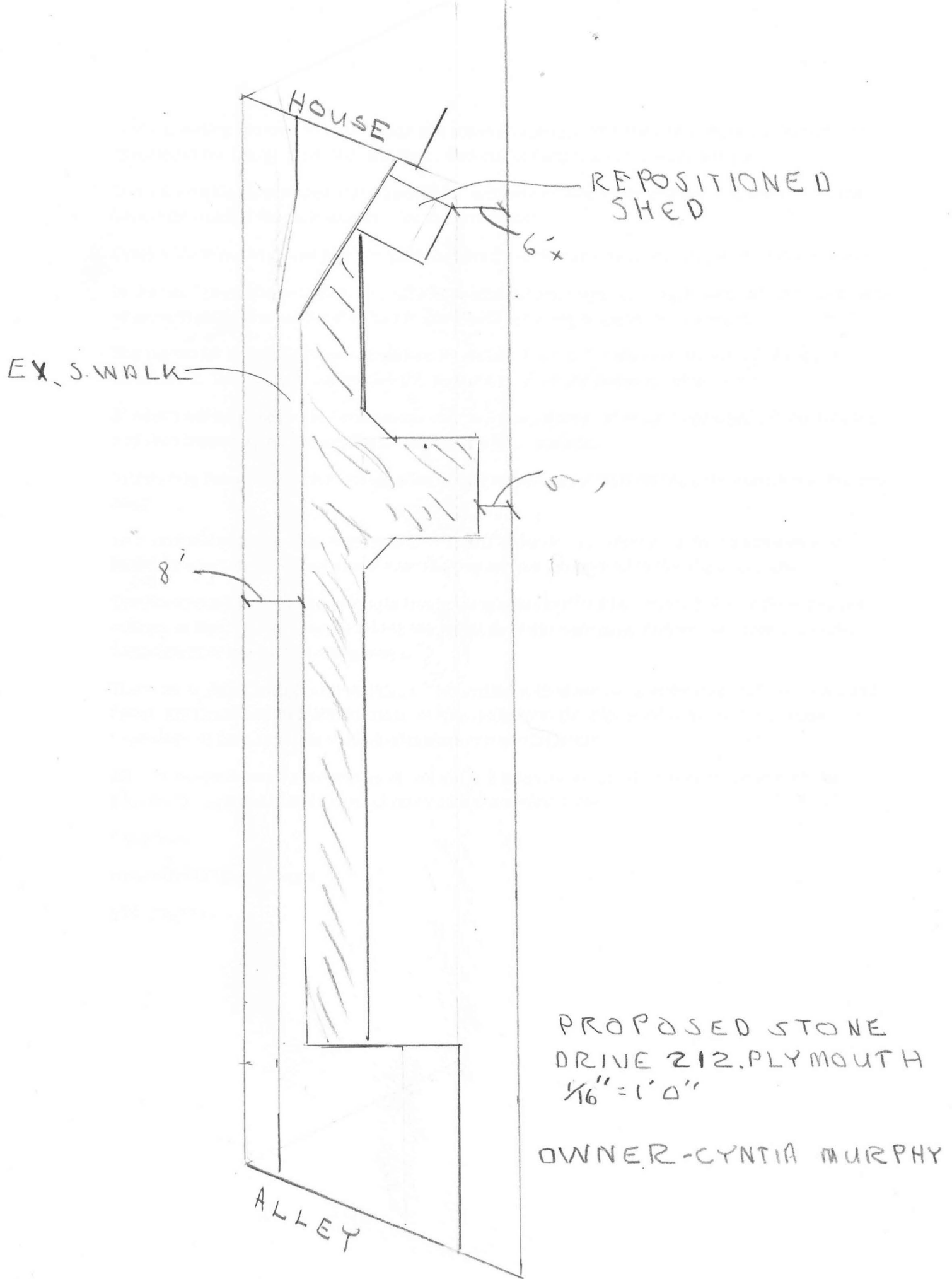
Feet

0 5 10 20 30



1 inch = 30 feet

The
ha
do
de
me
city,
Elk
By
offi
dis



PROPOSED STONE
DRIVE 212. PLYMOUTH
1/16" = 1' 0"

OWNER - CYNTHIA MURPHY



Parks & Recreation Department

CITY OF GOSHEN

524 East Jackson Street · Goshen, IN 46526

Phone (574) 534-2901 · Fax (574) 349-6672

goshenparks@goshencity.com · www.goshenindiana.org

To: Board of Public Works and Safety

From: Parks and Recreation Department

Subject: **Notice for Prescribed Prairie Burn**

Date: March 11, 2022

The Goshen Parks and Recreation Department plans to conduct a prescribed prairie burn at the Rieth Interpretive Center, 411 W. Plymouth Ave., with the objective of maintaining and restoring plants and habitat. The burn will cover approximately 1.2 acres of prairie south of W. Plymouth Ave., east of the Elkhart River, west of the Millrace Canal and north of the Rieth Interpretive Center building.

It is difficult to provide accurate notice of when the prescribed burn will take place since the decision to commence involves weather dependent conditions. The burn is planned to take place the week of March 21 – March 25, 2022, with a target date of Monday, March 21. If conditions are not suitable on Monday, March 21, the burn will take place another day within the week. The burn will begin at approximately 9:00 am.

*****REQUEST*****

DATE: Monday, March 14, 2022

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 **\$8,305.24**
Collection letters were sent out and payments of **\$1,586.76** had been collected.

The uncollected amount equals **\$6,718.48**

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 **Wednesday, November 23, 2022**

WATER: \$4,526.38
SEWER: \$2,192.10

TOTALS 9-2021

REPORT TOTAL		\$8,305.24
BPS TOTAL	\$4,473.43	\$3,831.81
COUNTY TOTAL	\$2,170.71	\$1,661.10
W-WRITE OFF	\$52.95	\$1,608.15
S-WRITE OFF	\$21.39	\$1,586.76
PAYMENT TOTAL	\$1,586.76	\$0.00
AGREEMENT TOTAL		



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

March 14, 2022

To: Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Resolution 2022-10, Special Purchase of Road Salt

For several years, the City of Goshen has participated in the State of Indiana's Road Salt Program. The State is currently developing the 2022-2023 road salt bid, and political subdivisions that wish to participate in the program must provide the State the tonnage of road salt that it will commit to purchase under the State's quantity purchase agreement. Resolution 2022-10 authorizes the City to make a special purchase by participating in the State's program, and authorizes the City to request 1,300 tons of road salt thereby committing to purchase a minimum of 1,040 tons and up to 1,560 tons. After the State goes through the bidding process, we will know the who the contract is awarded to and the contract pricing.

Suggested Motion:

Move to adopt Resolution 2022-10, Special Purchase of Road Salt.

RESOLUTION 2022-10

Special Purchase of Road Salt

WHEREAS the City may make a special purchase under Indiana Code § 5-22-10 if it determines the basis for the special purchase and the selection of a particular contractor.

WHEREAS Indiana Code § 5-22-10-15(b) allows a political subdivision to make a special purchase of equipment, goods or materials if the purchase is made from a person that has a contract with a state agency and the person's contract with the state requires the person to make the equipment, goods or materials available to political subdivisions.

WHEREAS political subdivisions may elect to participate in the State of Indiana Road Salt Program which permits the political subdivisions to purchase road salt under the State's quantity purchase agreement.

WHEREAS the State of Indiana is currently developing the 2022-2023 road salt bid. A political subdivision that elects to participate in the Road Salt Program must provide the Indiana Department of Administration the tonnage of road salt that the political subdivision will commit to purchase under the State's quantity purchase agreement. A participating political subdivision will be required to purchase a minimum of 80% of the tonnage requested and may purchase up to a maximum of 120% of the tonnage requested.

WHEREAS on behalf of the City of Goshen, the Goshen Street Department requests authorization to participate in the State of Indiana's 2022-2023 Road Salt Program.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

- (1) On behalf of the City of Goshen, the Goshen Street Department is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-15(b) by participating in the State of Indiana's 2022-2023 Road Salt Program.
- (2) The City of Goshen is authorized to request 1,300 tons of road salt thereby committing to purchase a minimum of 1,040 tons and up to 1,560 tons of road salt under the State's quantity purchase agreement.
- (3) The actual purchase will be through the contractor who is awarded the bid by the State of Indiana and based on the State's awarded contract price per ton under the quantity purchase agreement.
- (4) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on March 14, 2022.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member



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

March 14, 2022

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2022-11 – Development Agreement with Greenwood Rental Properties, LLC

Resolution 2022-11 approves the terms and conditions of the Development Agreement with Greenwood Rental Properties, LLC and authorizes Mayor Stutsman to execute the agreement on behalf of the Board and City. This agreement concerns the financing and development of real estate located northeast of the intersection of Plymouth Avenue and Indiana Avenue. Attached to this memo is a copy of Redevelopment Director Becky Hutsell's memo to the Common Council that further explains the proposed development.

Suggested Motion:

Move to pass and adopt Resolution 2022-11 – Development Agreement with Greenwood Rental Properties, LLC.



**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: Goshen City Council

From: Becky Hutsell, Redevelopment Director

Date: March 7, 2022

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

We are requesting the Council's approval of a Development Agreement with Greenwood Properties. The project includes construction of a sixty (60) unit, market rate, multi-family housing development at the northeast corner of Plymouth Avenue and Indiana Avenue. Per the agreement, the City would issue an Economic Development Revenue Bond that would be purchased by Greenwood Properties in the amount of \$2,340,000. Each year, 75% of the new TIF revenue generated by the project would be pledged back to the developer as bond repayment. The bond term would be 20 years with 0% interest.

The Development Agreement states that the following items would be eligible for use of the bond funds:

1. Water Main Installation – Connection to the existing public water mains and service to the residential units within the development;
2. Sewer Main Installation – Connection to the existing public sewer mains and service to the residential units within the development;
3. Sidewalk Construction – Construction of all sidewalks within the development, including those required by Planning & Zoning;
4. Roadway Improvements & Construction – Construction of all roadway improvements required by City departments, including entrances into the development as well as roadways within the development;
5. Construction of footers and building slabs associated with the residential units;
6. Installation of all underground plumbing;
7. Installation of all underground water and sewer lines; and
8. Installation of underground electrical services.

Greenwood Properties is working with Ancon Construction and they have provided updated estimates that confirm that the site infrastructure costs, as defined by the above list, are in excess of the bond proceeds available for the project. A copy of Ancon's latest estimate is attached.

Greenwood Properties is committing to providing 20% of the rental units within the development to essential workers (first responders, health care workers and teachers) for the duration of the bond

term and details have been provided within the agreement regarding annual submissions to the City to confirm that this commitment is met.

We are requesting that the revised Development Agreement be approved. If granted, we will begin the process of removing the property's two (2) parcels from the River Race TIF and establishing this property as a stand-alone, project specific TIF. In addition, we will begin the process of working with Ice Miller to issue the bond. Both of these items would be brought back to the Council for additional approvals.

Ancon Construction Co., Inc.

2146 Elkhart Road
Goshen, IN 46526

Project: Goshen Apartments

Date: 02/15/22

Estimate Summary

02000	Site Work	2,253,356
03000	Concrete	48,778
04000	Masonry	86,099
05000	Metals	97,593
06000	Woods & Plastics	2,536,963
07000	Thermal & Moisture Protection	940,078
08000	Doors and Windows	501,946
09000	Finishes	1,310,133
10000	Specialties	100,233
11000	Equipment	205,515
12000	Furnishings	227,355
13000	Special Construction	0
14000	Conveying Systems	0
15000	Mechanical	1,587,116
16000	Electrical	776,810
00000	Job Directs	323,332
01000	General Conditions	359,247
	Bond	0
	Builder's Risk	57,369
	Design Fees	223,210
	Subtotal	<u>\$11,635,134</u>
	Overhead	364,596
	TOTAL	<u>\$11,999,730</u>

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2022-11**

Development Agreement with Greenwood Rental Properties, LLC

WHEREAS the City of Goshen and Greenwood Rental Properties, LLC have negotiated an agreement for the financing and development of approximately 3.9 acres of real estate located northeast of the intersection of Plymouth Avenue and Indiana Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

- (1) The terms and conditions of the Development Agreement with Greenwood Rental Properties, LLC attached to and made a part of this resolution are approved.
- (2) Mayor Jeremy P. Stutsman is authorized the execute the Development Agreement on behalf of the Goshen Board of Public Works and Safety and City of Goshen.

PASSED by the Goshen Board of Public Works and Safety on March _____, 2022.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into on _____, 2022, among the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Common Council and the Goshen Board of Public Works and Safety (collectively, the “City of Goshen”), the Goshen Redevelopment Commission (the Goshen Redevelopment Commission and the City of Goshen, collectively, the “City”) and Greenwood Rental Properties, LLC (referred to as “Developer”).

RECITALS

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

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

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

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

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

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

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

AUTHORITY

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

DEVELOPMENT AREA DESCRIBED

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

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

PARCEL 1

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

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

Less and Excepting:

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

PARCEL 2

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

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

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

LESS AND EXCEPT:

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

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

ALSO LESS AND EXCEPT:

All public rights-of-way of record.

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

DEVELOPMENT PLANS AND DUTY TO DEVELOP

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

twelve (12) months. Acceptable documentation will include notices to the school corporations, hospitals and City regarding availability of open units and lease terms for the rental units occupied by the Developer.

PROJECT FINANCING

1. The City, for and on behalf of the District, will issue Economic Development Revenue Bonds (the “Bonds”) to be purchased by Developer, or such other individuals or entities designated by Developer, to fund the site infrastructure projects listed in paragraph 3 of this section below. The financial parameters of the Bond are set forth in paragraph 5 of this section below. The Bonds will be paid by the District solely from TIF revenues generated by a separate allocation area to be comprised of the subject real estate (the “New Allocation Area”). If the TIF revenues generated by improvements in the New Allocation Area are insufficient to make the Bond payments, the City’s payments to Developer will be delayed until there are sufficient TIF revenues generated from the New Allocation Area to make such payments.
2. If the overall development project is completed for less than the project estimate, which is Eleven Million Six Hundred and Thirty-Five Thousand One Hundred Thirty-Four Dollars (\$11,635,134.00), Developer will make an initial bond payment equal to the difference between the actual costs and the project estimate within forty-five (45) days of completion of the project, including payment of all outstanding invoices for the construction project.
3. The following infrastructure projects are to be paid from Bond proceeds which will be reimbursed from TIF revenues solely generated by the New Allocation Area for the following projects:
 - a. Water Main Installation – Connection to the existing public water mains and service to the residential units within the development;
 - b. Sewer Main Installation – Connection to the existing public sewer mains and service to the residential units within the development;
 - c. Sidewalk Construction – Construction of all sidewalks within the development, including those required by Planning & Zoning;
 - d. Roadway Improvements & Construction – Construction of all roadway improvements required by City departments, including entrances into the development as well as roadways within the development;
 - e. Construction of footers and building slabs associated with the residential units;
 - f. Installation of all underground plumbing;

- g. Installation of all underground water and sewer lines; and
 - h. Installation of underground electrical services
4. Based upon the TIF projections completed by Baker Tilly Municipal Advisors, LLC, Developer's committed investment will provide capacity to issue the Bonds in an aggregate principal amount that will generate net proceeds of Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00) that will be available to fund the projects listed in paragraph 3 of this section above. Seventy-five percent (75%) of the TIF revenues generated from the New Allocation Area will be used to repay Bonds. The Bonds will have a final maturity no later than twenty (20) years after the date of issuance of the Bonds, and will bear no interest. A copy of the Baker Tilly projections is included as Exhibit C.
 5. Seventy-five percent (75%) of the TIF revenues generated from the New Allocation Area will be used exclusively for payment of the debt service on the Bonds. The remaining twenty-five percent (25%) will be retained by the Goshen Redevelopment Commission for future projects within this immediate area.

REAL ESTATE TAX APPEALS

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

ESTABLISHMENT OF A NEW ALLOCATION AREA AND EASEMENTS

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

INFRASTRUCTURE CONSTRUCTION REQUIREMENTS

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

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

FIRE HYDRANTS

Fire hydrants shall be installed within the subject real estate by Developer as development occurs. Installation will be in accordance with plans acceptable to the Goshen Fire Department and the Goshen Engineering Department. Fire hydrants will be installed at Developer's expense and will be maintained by Developer unless City accepts dedication of such hydrants. Developer shall provide sufficient easements or rights-of-way to allow for proper access to the hydrants and for property maintenance of the hydrants if City accepts dedication.

CHARGES FOR WATER AND SEWER SERVICES

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

MISCELLANEOUS

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

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

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

**City of Goshen, Indiana
Goshen Common Council**

By Jeremy P. Stutsman, Mayor and Presiding Officer

Date: _____

Goshen Board of Public Works and Safety

By Jeremy P. Stutsman, Mayor

Date: _____

City of Goshen Redevelopment

Becky Hutsell, Redevelopment Director

Date Signed: _____

Greenwood Rental Properties, LLC

Printed: _____

Title: _____

Date Signed: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Myra Garcia, as a Member of Greenwood Rental Properties, LLC, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 2022.

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

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Mayor and Presiding Officer, on behalf of the Goshen Common Council and City of Goshen, Indiana, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 2022.

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

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Mayor, on behalf of the Goshen Board of Public Works and Safety and City of Goshen, Indiana, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 2022.

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

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Becky Hutsell, City of Goshen Redevelopment Director, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 2022.

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

This instrument was prepared by Larry A. Barks, Goshen City Attorney, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 533-9536.

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

EXHIBIT A

Subject Real Estate

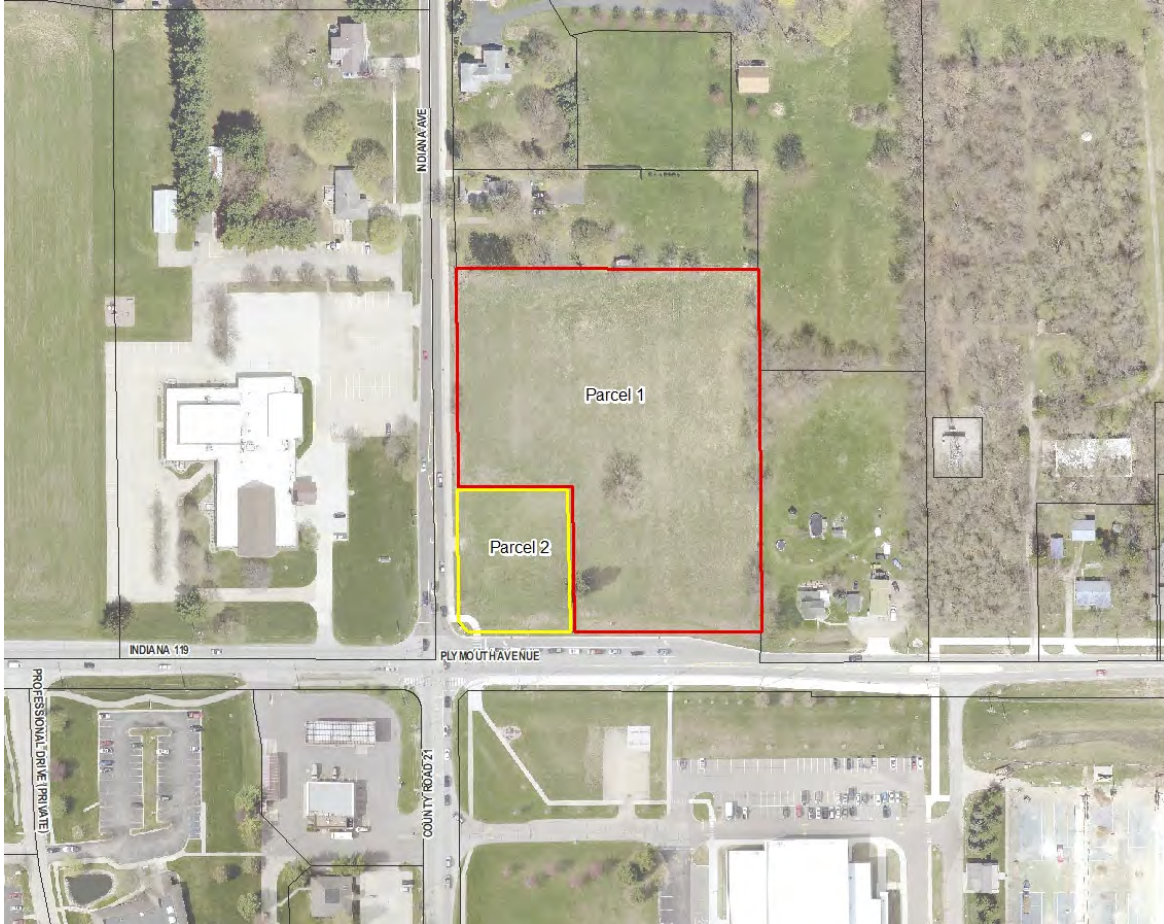


EXHIBIT B

Baker Tilly Bond Projections



September 14, 2021

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

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

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

Re: Proposed Apartment Development

Dear Mr. Brinson:

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

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

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

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

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC

Jason G. Semler, Partner

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Proposed Apartment Development

ESTIMATED TAX INCREMENT FOR THE PROPOSED DEVELOPMENT

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

- (1) Per Developer representatives. Assumes the first taxes payable year will be the year following the January 1 assessment date.
- (2) Per Developer representatives.
- (3) Estimated assessed values are based upon comparable properties located within Elkhart County. The actual assessed values will be determined by the Elkhart County Assessor upon completion, and the actual assessed values may be materially different from the values assumed in this analysis.
- (4) Assumes the project is located on parcels 20-11-16-151-026.000-015 and 20-11-16-151-027.000-015 (collectively, the "Project Parcels") and that the Project Parcels will be assessed as primary commercial land.
- (5) Represents the pay 2021 net assessed value of the Project Parcels.
- (6) Represents the pay 2021 tax rate for the Goshen City-Elkhart Township taxing district of \$3.6811, less the 2021 LIT Property Tax Replacement Credit of 5.3678%.
- (7) Accounts for the application of the Circuit Breaker Tax Credit, which limits property tax liability to 2.0% of gross assessed value for non-homestead residential property. The Goshen Community School Corporation combined referendum tax rate of \$0.6818 does not apply to the calculation of the Circuit Breaker Tax Credit.
- (8) Does not account for the estimated \$270 of property taxes generated by the Base Assessed Value.
- (9) Represents the taxes that will be captured by the Goshen Community School Corporation combined referendum tax rate of \$0.6818.
- (10) Represents the taxes from the LIT Property Tax Replacement Credit that will be reimbursed to the Redevelopment Commission in the form of Tax Increment.
- (11) Assumes 75% of the Tax Increment is pledged for debt service on the Bonds.

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

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

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Proposed Apartment Development

ILLUSTRATIVE PROJECT COSTS AND FUNDING

Assumes the Developer purchases the Bonds

Illustrative Project Costs:

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

Illustrative Project Funding:

Illustrative Economic Development Revenue Bonds of 2021 (1)	<u><u>\$2,340,000</u></u>
---	---------------------------

(1) Assumes the bonds will be purchased by the Developer or a related subsidiary and will be payable solely from project tax increment.

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

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Proposed Apartment Development

**ILLUSTRATIVE AMORTIZATION OF \$2,340,000 PRINCIPAL AMOUNT OF
ECONOMIC DEVELOPMENT REVENUE BONDS OF 2021**
Assumes Bonds dated October 14, 2021

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

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

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

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Proposed Apartment Development

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

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

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

(2) See page 4.

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

(Preliminary - Subject to Change)

(For Internal Use Only)



CITY OF GOSHEN 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

March 14, 2022

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Acceptance of Easements from
The Crossing Development LLC, an Indiana limited liability company

It is recommended that the Board accept the three attached easements from The Crossing Development LLC, an Indiana limited liability company, and authorize the Mayor to execute the Acceptance pages.

The three easements are needed for The Crossing Subdivision Drainage Project that is generally located south of Plymouth Avenue and east of County Road 19. Two are temporary easements needed for the construction of storm sewer utility and drainage facilities on the Grantor's real estate. The third is a permanent easement to the City for Goshen City storm sewer utility and drainage purposes.

Suggested Motion:

Move to accept the two temporary easements and one permanent easement from The Crossing Development LLC, an Indiana limited liability company, and authorize the Mayor to execute the Acceptance pages.

TEMPORARY EASEMENT

The Crossing Development LLC, an Indiana limited liability company (Grantor), grants and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (City), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for One Dollar (\$1) and other good and valuable consideration, a temporary easement to enter upon and have possession of real estate situated in Elkhart County, State of Indiana, more particularly described in the legal description attached as Exhibit A and depicted upon the Easement Sketch attached as Exhibit B. The area so described and depicted is hereinafter referred to as "Temporary Easement".

Grantor obtained title to the real estate by Quitclaim Deed dated May 10, 2019 and recorded May 14, 2019 in the Office of the Recorder of Elkhart County, as Instrument No. 2019-09189.

The Temporary Easement is granted and conveyed to City, including its employees, agents, contractors, subcontractors and assigns, for the purpose of constructing storm sewer utility and drainage facilities, including any appurtenances as may be required, on real property of Grantor.

City shall restore the surface of the Temporary Easement after completion of the construction to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor's adjoining real estate.

The Temporary Easement will terminate and automatically be released to Grantor or the Grantor's successors in title after completion of the construction of the storm sewer utility and drainage facilities, including any appurtenances as may be required, or on December 31, 2023, whichever is later.

The terms of this Temporary Easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Temporary Easement on behalf of Grantor;

that the Grantor has full capacity to grant the Temporary Easement described; and that all necessary action for granting this Temporary Easement has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Temporary Easement on 3-1, 2022.

The Crossing Development LLC, an Indiana limited liability company

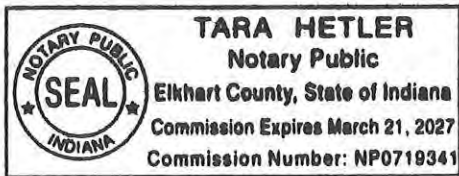
By: [Signature]

Printed: NIR DAVISON

Title: Member

STATE OF INDIANA)
) SS:
COUNTY OF Elkhart)

Before me, the undersigned Notary Public, on March 1st, 2022, personally appeared Nir Davison as member of The Crossing Development LLC, an Indiana limited liability company, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.



Tara Hetler
Printed Name: Tara Hetler
Notary Public of Elkhart County, IN
My Commission Expires: March 21, 2027
Commission Number: NP0719341

EXHIBIT A

LEGAL DESCRIPTION

REVISED DRAINAGE EASEMENT NO. 1
REVISION DATE: 2021-08-30
OWNER: THE CROSSING DEVELOPMENT LLC
LAST DEED OF RECORD: INSTR. #2019-09189

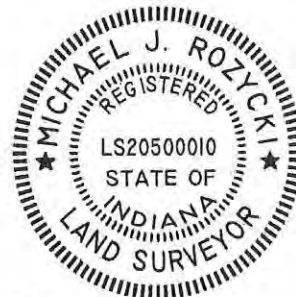
A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COUNTY MONUMENT FOUND FLUSH MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 AND THE CENTERLINE OF COUNTY ROAD NUMBER 19, A DISTANCE OF 1365.12 FEET TO THE NORTHWEST CORNER OF THE PLAT OF THE CROSSING, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 32, PAGE 37; THENCE SOUTH 89 DEGREES 09 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID THE CROSSING, A DISTANCE OF 225.00 FEET TO THE SOUTHEAST CORNER OF THE PLAT OF HAY'S FARM SUBDIVISION, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 16, PAGE 8; THENCE NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID HAY'S FARM SUBDIVISION, A DISTANCE OF 458.66 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID HAY'S FARM SUBDIVISION, A DISTANCE OF 314.73 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO LARRY W. AND ESTHER MAE SHIRK AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 98 021249; THENCE SOUTH 89 DEGREES 06 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF SAID SHIRK PARCEL, A DISTANCE OF 628.57 FEET TO A POINT ON THE WEST LINE OF THE PLAT OF PLYMOUTH AVENUE PROFESSIONAL PARK, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 81; THENCE SOUTH 00 DEGREES 13 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK AND THE WEST LINE OF A PARCEL OF LAND CONVEYED TO PILGRIM PARTNERS, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2007-10874, A DISTANCE OF 288.46 FEET TO THE SOUTHWEST CORNER OF SAID PILGRIM PARTNERS, LLC PARCEL; THENCE SOUTH 89 DEGREES 06 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF SAID PILGRIM PARTNERS, LLC PARCEL, A DISTANCE OF 295.78 FEET; THENCE SOUTH 07 DEGREES 57 MINUTES 00 SECONDS WEST, A DISTANCE OF 5.49 FEET TO THE POINT OF CURVATURE OF A 175.00 FOOT RADIUS CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 175.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE EAST, A DISTANCE OF 64.86 FEET (CHORD BEARING SOUTH 02 DEGREES 40 MINUTES 05 SECONDS EAST, CHORD DISTANCE 64.49 FEET); THENCE SOUTH 79 DEGREES 04 MINUTES 37 SECONDS WEST, A DISTANCE OF 112.80 FEET; THENCE NORTH 79 DEGREES 53 MINUTES 23 SECONDS WEST, A DISTANCE OF 100.94 FEET; THENCE SOUTH 64 DEGREES 59 MINUTES 41 SECONDS WEST, A DISTANCE OF 17.88 FEET; THENCE SOUTH 18 DEGREES 28 MINUTES 11 SECONDS WEST, A DISTANCE OF 90.72 FEET TO THE POINT OF CURVATURE OF A 575.00 FOOT RADIUS CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 575.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, 172.96 FEET (CHORD BEARING NORTH 63 DEGREES 59 MINUTES 09 SECONDS WEST, CHORD DISTANCE OF 172.31 FEET); THENCE NORTH 33 DEGREES 00 MINUTES 37 SECONDS EAST, A DISTANCE OF 141.37 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 00 SECONDS EAST, A DISTANCE OF 146.42 FEET; THENCE NORTH 29 DEGREES 08 MINUTES 07 SECONDS WEST, A DISTANCE OF 69.73 FEET; THENCE NORTH 63 DEGREES 41 MINUTES 18 SECONDS WEST, A DISTANCE OF 69.43 FEET; THENCE NORTH 89 DEGREES 06 MINUTES 27 SECONDS WEST, A DISTANCE OF 122.47 FEET; THENCE NORTH 84 DEGREES 25 MINUTES 20 SECONDS WEST, A DISTANCE OF 61.22 FEET; THENCE NORTH 89 DEGREES 06 MINUTES 27 SECONDS WEST, A DISTANCE OF 263.51 FEET; THENCE SOUTH 24 DEGREES 09 MINUTES 05 SECONDS WEST, A DISTANCE OF 48.89 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 258.46 FEET; THENCE NORTH 64 DEGREES 47 MINUTES 18 SECONDS WEST, A DISTANCE OF 33.15 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED CONTAINING 79,331 S.F. OR 1.82 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

[Signature] 8/31/21

MICHAEL J. ROZYCKI, P.S.
PROFESSIONAL LAND SURVEYOR NO. 20500010
STATE OF INDIANA



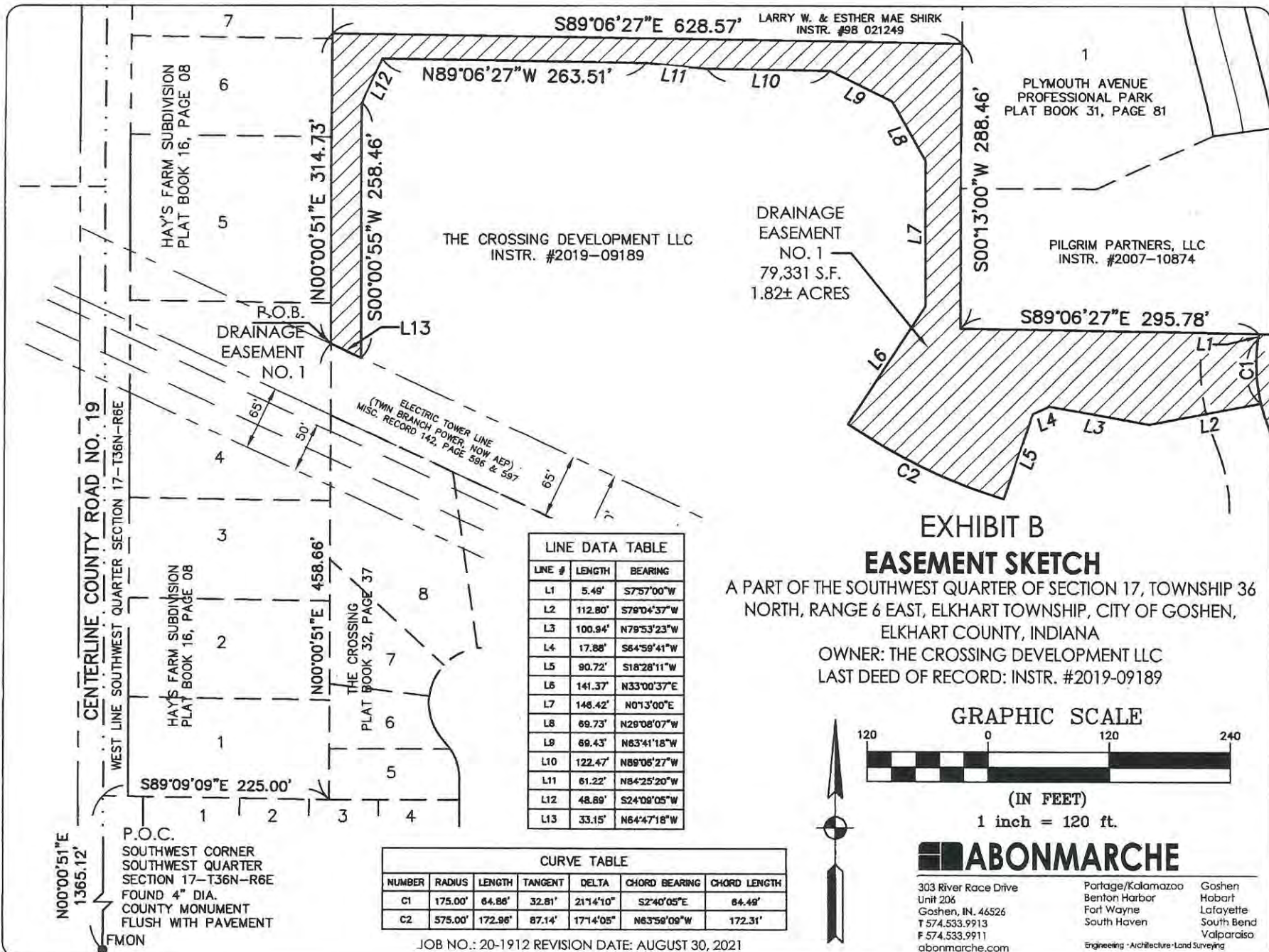
ABONMARCHE

303 River Race Drive, Unit 206
Goshen, IN, 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

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

Engineering - Architecture - Land Surveying

JOB#: 20-1912
REVISION DATE: AUGUST 30, 2021



THE CROSSING DEVELOPMENT LLC
INSTR. #2019-09189

DRAINAGE EASEMENT NO. 1
79,331 S.F.
1.82± ACRES

PLYMOUTH AVENUE PROFESSIONAL PARK
PLAT BOOK 31, PAGE 81

PILGRIM PARTNERS, LLC
INSTR. #2007-10874

HAY'S FARM SUBDIVISION
PLAT BOOK 16, PAGE 08

HAY'S FARM SUBDIVISION
PLAT BOOK 16, PAGE 08

CENTERLINE COUNTY ROAD NO. 19
WEST LINE SOUTHWEST QUARTER SECTION 17-T36N-R6E

N00°00'51"E
1365.12'

P.O.C.
SOUTHWEST CORNER
SOUTHWEST QUARTER
SECTION 17-T36N-R6E
FOUND 4" DIA.
COUNTY MONUMENT
FLUSH WITH PAVEMENT
FMON

ELECTRIC TOWER LINE
(TWIN BRANCH POWER, NOW AEP)
MISC. RECORD 142, PAGE 596 & 597

LINE DATA TABLE		
LINE #	LENGTH	BEARING
L1	5.48'	S75°00'00"W
L2	112.80'	S79°04'37"W
L3	100.94'	N79°53'23"W
L4	17.88'	S64°59'41"W
L5	90.72'	S18°28'11"W
L6	141.37'	N33°00'37"E
L7	148.42'	N01°3'00"E
L8	69.73'	N29°08'07"W
L9	69.43'	N63°41'18"W
L10	122.47'	N89°06'27"W
L11	61.22'	N84°25'20"W
L12	48.89'	S24°09'05"W
L13	33.15'	N64°47'18"W

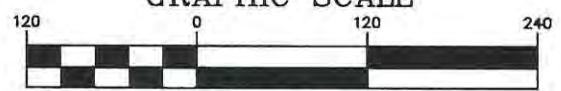
CURVE TABLE						
NUMBER	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	175.00'	64.86'	32.81'	21°14'10"	S2°40'05"E	64.49'
C2	575.00'	172.96'	87.14'	17°14'05"	N63°59'09"W	172.31'

JOB NO.: 20-1912 REVISION DATE: AUGUST 30, 2021

EXHIBIT B EASEMENT SKETCH

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA
OWNER: THE CROSSING DEVELOPMENT LLC
LAST DEED OF RECORD: INSTR. #2019-09189

GRAPHIC SCALE



(IN FEET)
1 inch = 120 ft.

ABONMARCHÉ

303 River Race Drive
Unit 206
Goshen, IN. 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Portage/Kalamazoo
Benton Harbor
Fort Wayne
South Haven
Valparaiso
Goshen
Hobart
Lafayette
South Bend
Valparaiso
Engineering - Architecture - Land Surveying

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Temporary Easement from The Crossing Development LLC, an Indiana limited liability company, and accepts the Temporary Easement on _____, 2022.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2022, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

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

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, 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 (Bodie J. Stegelmann).

TEMPORARY EASEMENT

The Crossing Development LLC, an Indiana limited liability company (Grantor), grants and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (City), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for One Dollar (\$1) and other good and valuable consideration, a temporary easement to enter upon and have possession of real estate situated in Elkhart County, State of Indiana, more particularly described in the legal description attached as Exhibit A and depicted upon the Easement Sketch attached as Exhibit B. The area described and depicted is hereinafter referred to as “Temporary Easement”.

Grantor obtained title to the real estate by Quitclaim Deed dated May 10, 2019 and recorded May 14, 2019 in the Office of the Recorder of Elkhart County, as Instrument No. 2019-09189 and by Quit Claim Deed dated October 17, 2019 and recorded February 5, 2020 in the Office of the Recorder of Elkhart County, as Instrument No. 2020-02774.

The Temporary Easement is granted and conveyed to City, including its employees, agents, contractors, subcontractors and assigns, for the purpose of constructing storm sewer utility and drainage facilities, including any appurtenances as may be required, on real property of Grantor.

City shall restore the surface of the Temporary Easement after completion of the construction to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor’s adjoining real estate.

The Temporary Easement will terminate and automatically be released to Grantor or the Grantor’s successors in title after completion of the construction of the storm sewer utility and drainage facilities, including any appurtenances as may be required, or on December 31, 2023, whichever is later.

The terms of this Temporary Easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Temporary Easement on behalf of Grantor;

that the Grantor has full capacity to grant the Temporary Easement described; and that all necessary action for granting this Temporary Easement has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Temporary Easement on 3-1, 2022.

The Crossing Development LLC, an Indiana limited liability company

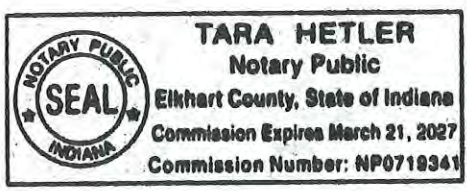
By: [Signature]

Printed: NIR DAVISON

Title: Member

STATE OF INDIANA)
) SS:
COUNTY OF Elkhart)

Before me, the undersigned Notary Public, on March 1st, 2022, personally appeared Nir Davison as member of The Crossing Development LLC, an Indiana limited liability company, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.



Tara Hetler
Printed Name: Tara Hetler
Notary Public of Elkhart County, IN
My Commission Expires: March 21, 2027
Commission Number: NP0719341

EXHIBIT A

LEGAL DESCRIPTION

REVISED DRAINAGE EASEMENT NO. 2
OWNER: THE CROSSING DEVELOPMENT LLC
LAST DEEDS OF RECORD: INSTR. #2019-09189 AND #2020-02774

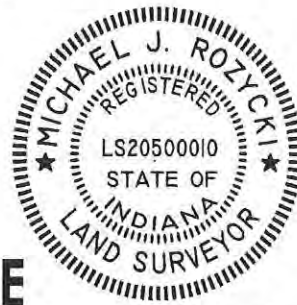
A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COUNTY MONUMENT FOUND FLUSH MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 AND THE CENTERLINE OF COUNTY ROAD NUMBER 19, A DISTANCE OF 1072.56 FEET TO THE SOUTHWEST CORNER OF THE PLAT OF THE CROSSING, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 32, PAGE 37; THENCE SOUTH 89 DEGREES 58 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID THE CROSSING AND THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO THE CROSSING DEVELOPMENT LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2020-02774, A DISTANCE OF 1126.08 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE NORTH 24 DEGREES 25 MINUTES 10 SECONDS WEST, A DISTANCE OF 144.03 FEET TO A POINT ON A 180.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID 180.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, A DISTANCE OF 204.61 FEET (CHORD BEARING NORTH 33 DEGREES 00 MINUTES 55 SECONDS EAST, CHORD DISTANCE 193.77 FEET); THENCE NORTH 00 DEGREES 27 MINUTES 00 SECONDS EAST, A DISTANCE OF 286.03 FEET TO THE POINT OF CURVATURE OF A 230.00 FOOT RADIUS CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 230.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, A DISTANCE OF 88.48 FEET (CHORD BEARING NORTH 10 DEGREES 34 MINUTES 14 SECONDS WEST, CHORD DISTANCE 87.93 FEET) TO THE POINT OF REVERSE CURVATURE OF A 175.00 FOOT RADIUS CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 175.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, A DISTANCE OF 90.23 FEET (CHORD BEARING NORTH 06 DEGREES 49 MINUTES 14 SECONDS WEST, CHORD DISTANCE 89.23 FEET); THENCE NORTH 07 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.49 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO PILGRIM PARTNERS, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2007-10874; THENCE SOUTH 89 DEGREES 06 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF SAID PILGRIM PARTNERS, LLC PARCEL, A DISTANCE OF 162.39 FEET TO THE SOUTHEAST CORNER OF SAID PILGRIM PARTNERS, LLC PARCEL AND BEING A POINT ON THE WEST LINE OF THE PLAT OF THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 35; THENCE SOUTH 00 DEGREES 27 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2, THE REPLAT OF LOTS 20 THRU 29 IN THE RECORDED PLAT OF THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 78, AND ALONG THE WEST LINE OF A PARCEL OF LAND OWNED BY MAXIM I. IVANOV AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2019-07117, A DISTANCE OF 757.68 FEET TO THE SOUTHEAST CORNER OF SAID THE CROSSING DEVELOPMENT LLC PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 2020-02774; THENCE NORTH 89 DEGREES 58 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID THE CROSSING DEVELOPMENT LLC PARCEL, 178.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED CONTAINING 119,847 S.F. OR 2.75 ACRES, MORE OR LESS. BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

Michael J. Rozycki 9/2/21

MICHAEL J. ROZYCKI, P.S.
PROFESSIONAL LAND SURVEYOR NO. 20500010
STATE OF INDIANA



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

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

Engineering · Architecture · Land Surveying

JOB#: 20-1912
DATE: SEPTEMBER 2, 2021

PILGRIM PARTNERS, LLC
INSTR. #2007-10874

EXHIBIT B EASEMENT SKETCH

A PART OF THE SOUTHWEST QUARTER OF
SECTION 17, TOWNSHIP 36 NORTH, RANGE 6
EAST, ELKHART TOWNSHIP, CITY OF GOSHEN,
ELKHART COUNTY, INDIANA
OWNER: THE CROSSING DEVELOPMENT LLC
INSTR. #: 2019-09189

LINE DATA

NUMBER	DIRECTION	DISTANCE
L1	N07°57'00"E	5.49'

THE CROSSING DEVELOPMENT LLC
INSTR. #2019-09189



JOB NO.: 20-1912
DATE: 09/02/2021

THE CROSSING DEVELOPMENT LLC
INSTR. #2019-09189

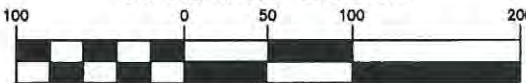
THE CROSSING DEVELOPMENT LLC
INSTR. #2020-02774

P.O.C.
SOUTHWEST CORNER
SOUTHWEST QUARTER
SECTION 17-T36N-R6E
FOUND 4" DIA.
COUNTY MONUMENT
FLUSH WITH PAVEMENT

CURVE DATA

NUMBER	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	180.00'	204.61'	114.96'	65°07'50"	N33°00'55"E	193.77'
C2	230.00'	88.48'	44.79'	22°02'28"	N10°34'14"W	87.93'
C3	175.00'	90.23'	46.14'	29°32'28"	N6°49'14"W	89.23'

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

ABONMARCHE

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

Portage/Kalamazoo
Benton Harbor
Fort Wayne
South Haven
Goshen
Hobart
Lafayette
South Bend
Valparaiso
Engineering - Architecture - Land Surveying

CENTERLINE COUNTY ROAD NO. 19
WEST LINE SOUTHWEST QUARTER SECTION 17-T36N-R6E

N00°00'51"E 1072.56'

FMON

L1
C3
C2

N00°27'00"E 286.03'

S00°27'00"W 757.68'

N24°25'10"W 144.03'
P.O.B.
DRAINAGE
EASEMENT
NO. 2
N89°58'53"W 178.73'

DRAINAGE
EASEMENT
NO. 2
119,847 S.F.
2.75± ACRES

THE VILLAS OF PARK MEADOWS AT
CLOVER TRAILS, SECTION 2
PLAT BOOK 31, PAGE 35

CENTERLINE ELECTRIC TOWER LINE
(TWIN BRANCH POWER, NOW AEP)
MISC. RECORD 14, PAGE 586 & 597

MAXIM I. IVANOV
INSTR. #2019-07117

REPLAT OF LOTS 20 THRU 29 IN THE
RECORDED PLAT OF THE VILLAS OF PARK
MEADOWS AT CLOVER TRAILS, SECTION 2
PLAT BOOK 31, PAGE 78

29A

29

28

27

26

30

31

32

33

34

35

36

37

38

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Temporary Easement from The Crossing Development LLC, an Indiana limited liability company, and accepts the Temporary Easement on _____, 2022.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2022, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

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

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, 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 (Bodie J. Stegelmann).

EASEMENT

The Crossing Development LLC, an Indiana limited liability company (Grantor), grants and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (City), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for One Dollar (\$1) and other good and valuable consideration, an easement over, across, and through real estate situated in Elkhart County, State of Indiana, more particularly described in the legal description attached as Exhibit A and depicted upon the Easement Sketch attached as Exhibit B. The area described and depicted is hereinafter referred to as "Easement".

Grantor obtained title to the real estate by Quitclaim Deed dated May 10, 2019 and recorded May 14, 2019 in the Office of the Recorder of Elkhart County, as Instrument No. 2019-09189 and by Quit Claim Deed dated October 17, 2019 and recorded February 5, 2020 in the Office of the Recorder of Elkhart County, as Instrument No. 2020-02774.

The Easement is granted and conveyed to City for Goshen City storm sewer utility and drainage purposes.

Grantor grants City access to the Easement for the purposes of accessing, installing, operating and maintaining Goshen City storm sewer utility and drainage facilities.

City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor's adjoining real estate.

City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry.

Grantor may use, occupy and possess the Easement in a manner that is consistent with and does not interfere with City's rights contained in this Easement.

The terms of this Easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Easement on behalf of Grantor; that the Grantor has full capacity to grant the Easement described; and that all necessary action for granting this Easement has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Easement on 3-1, 2022.

The Crossing Development LLC, an Indiana limited liability company

By: [Signature]

Printed: NIR DAVISON

Title: Member

STATE OF INDIANA)
) SS:
COUNTY OF Elkhart)

Before me, the undersigned Notary Public, on March 1st, 2022, personally appeared Nir Davison as member of The Crossing Development LLC, an Indiana limited liability company, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Tara Hetler
Printed Name: Tara Hetler
Notary Public of Elkhart County, IN
My Commission Expires: March 21, 2027
Commission Number: NP0719341



EXHIBIT A

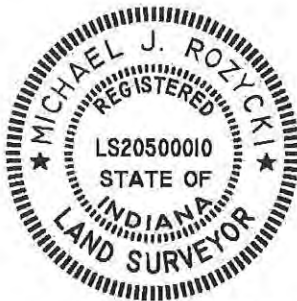
LEGAL DESCRIPTION

DRAINAGE EASEMENT NO. 3
OWNER: THE CROSSING DEVELOPMENT, LLC
INSTR. #: 2019-09189 (LAST DEED OF RECORD)

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COUNTY MONUMENT FOUND FLUSH MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 AND THE CENTERLINE OF COUNTY ROAD NUMBER 19, A DISTANCE OF 1072.56 FEET TO THE SOUTHWEST CORNER OF THE PLAT OF THE CROSSING, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 32, PAGE 37; THENCE SOUTH 89 DEGREES 58 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID THE CROSSING AND THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO THE CROSSING DEVELOPMENT LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2020-02774, A DISTANCE OF 1279.81 FEET TO THE WEST LINE OF A PARCEL OF LAND CONVEYED TO MAXIM IVANOV AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT #2019-07117 AND THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE NORTH 00 DEGREES 27 MINUTES 00 SECONDS EAST ALONG SAID IVANOV PARCEL AND THE WEST LINE OF THE PLAT OF THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2 AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 35, A DISTANCE OF 757.68 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND OWNED BY PILGRIM PARTNERS, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT #2007-10874; THENCE NORTH 89 DEGREES 06 MINUTES 27 SECONDS WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 00 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID THE CROSSING DEVELOPMENT, LLC PARCEL, A DISTANCE OF 758.07 FEET TO THE SOUTH LINE OF SAID THE CROSSING DEVELOPMENT LLC PARCEL; THENCE SOUTH 89 DEGREES 58 MINUTES 53 SECONDS EAST, 25.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED CONTAINING 18,947 S.F. OR 0.43 ACRES, MORE OR LESS. BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.



Michael J. Rozycki

MICHAEL J. ROZYCKI, P.S.
PROFESSIONAL LAND SURVEYOR NO. 20500010
STATE OF INDIANA

ABONMARCHE

303 River Race Drive
Unit #206
Goshen, IN 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

South Bend
Benton Harbor
Lafayette
Valparaiso
Ft. Wayne

Goshen
Hobart
Portage
Grand Haven

COPYRIGHT 2021 - ABONMARCHE CONSULTANTS, INC. Engineering • Architecture • Land Surveying

JOB#: 20-1912
DATE: 1-19-2022 (REVISION DATE)

PILGRIM PARTNERS, LLC
INSTR. #2007-10874

EXHIBIT B EASEMENT SKETCH

A PART OF THE SOUTHWEST QUARTER OF
SECTION 17, TOWNSHIP 36 NORTH, RANGE 6
EAST, ELKHART TOWNSHIP, CITY OF GOSHEN,
ELKHART COUNTY, INDIANA
OWNER: THE CROSSING DEVELOPMENT LLC
INSTR. #: 2019-09189

THE CROSSING DEVELOPMENT LLC
INSTR. #2019-09189

CENTERLINE COUNTY ROAD NO. 19
WEST LINE SOUTHWEST QUARTER SECTION 17-T36N-R6E

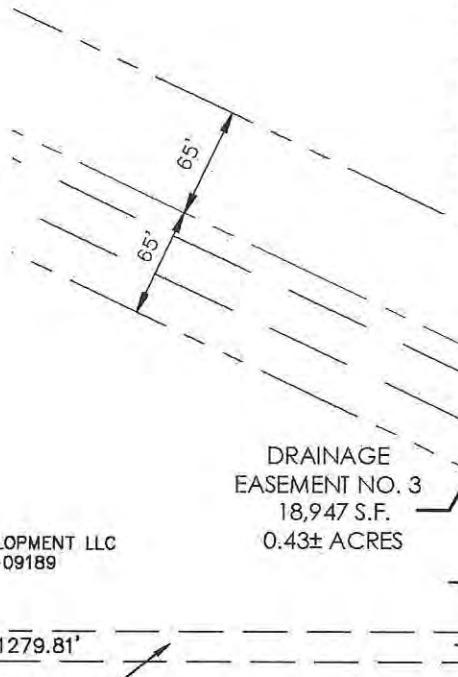
JOB NO.: 20-1912
DATE: 01/19/2022

THE CROSSING DEVELOPMENT LLC
INSTR. #2019-09189

S89°58'53"E 1279.81'
THE CROSSING DEVELOPMENT LLC
INSTR. #2020-02774

P.O.C.
SOUTHWEST CORNER
SOUTHWEST QUARTER
SECTION 17-T36N-R6E
FOUND 4" DIA.
COUNTY MONUMENT
FLUSH WITH PAVEMENT

FMON



DRAINAGE
EASEMENT NO. 3
18,947 S.F.
0.43± ACRES

P.O.B.
DRAINAGE EASEMENT
NO. 3

38

37

36

35

34

33

32

31

30

29A

29

28

27

26

REPLAT OF LOTS 20 THRU 29 IN THE
RECORDED PLAT OF THE VILLAS OF PARK
MEADOWS AT CLOVER TRAILS, SECTION 2
PLAT BOOK 31, PAGE 78

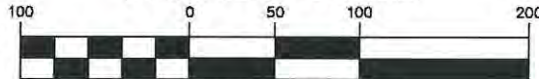
CENTERLINE ELECTRIC TOWER LINE
(TWIN BRANCH POWER, NOW AEP)
MISC. RECORD 142, PAGE 596 & 597

MAXIM I. IVANOV
INSTR. #2019-07117

LINE DATA

NUMBER	DIRECTION	DISTANCE
L1	N89°06'27"W	25.00'
L2	S89°58'53"E	25.00'

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

ABONMARCHE

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

South Bend
Benton Harbor
Lafayette
Valparaiso
Fl. Wayne

Goshen
Hobart
Portage
Grand Haven

Engineering • Architecture • Land Surveying

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from The Crossing Development LLC, an Indiana limited liability company, and accepts the Easement on _____, 2022.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2022, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

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

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, 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 (Bodie J. Stegelmann).



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • 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 Works Public and Safety

FROM: Engineering

RE: **MADISON STREET & COLLEGE AVE. RECONSTRUCTION
(JN: 2021-0016)**

DATE: March 14, 2022

Niblock will be performing work to remove several trees, and replace sections of curb and gutter and sidewalk on Madison Street. The removal of the trees will require road closure between 6th Street and 7th Street on Wednesday, March 16th and will reopen at the end of the workday. The curb and gutter and sidewalk work will require partial lane restrictions between Main Street and the alley east of Penguin Point. Niblock will maintain open access for the businesses and residents on Madison Street. The partial lane restriction will occur between March 15 to April 22, 2022.

Requested motion: Move to approve the Madison Street one-day closure on March 16 between 6th Street and 7th Street for the trees, and the Madison Street partial lane restrictions between Main Street and the alley east of Penguin Point for the sidewalk and curb and gutter improvements between March 15 to April 22, 2022.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

DeWayne Riouse, Member

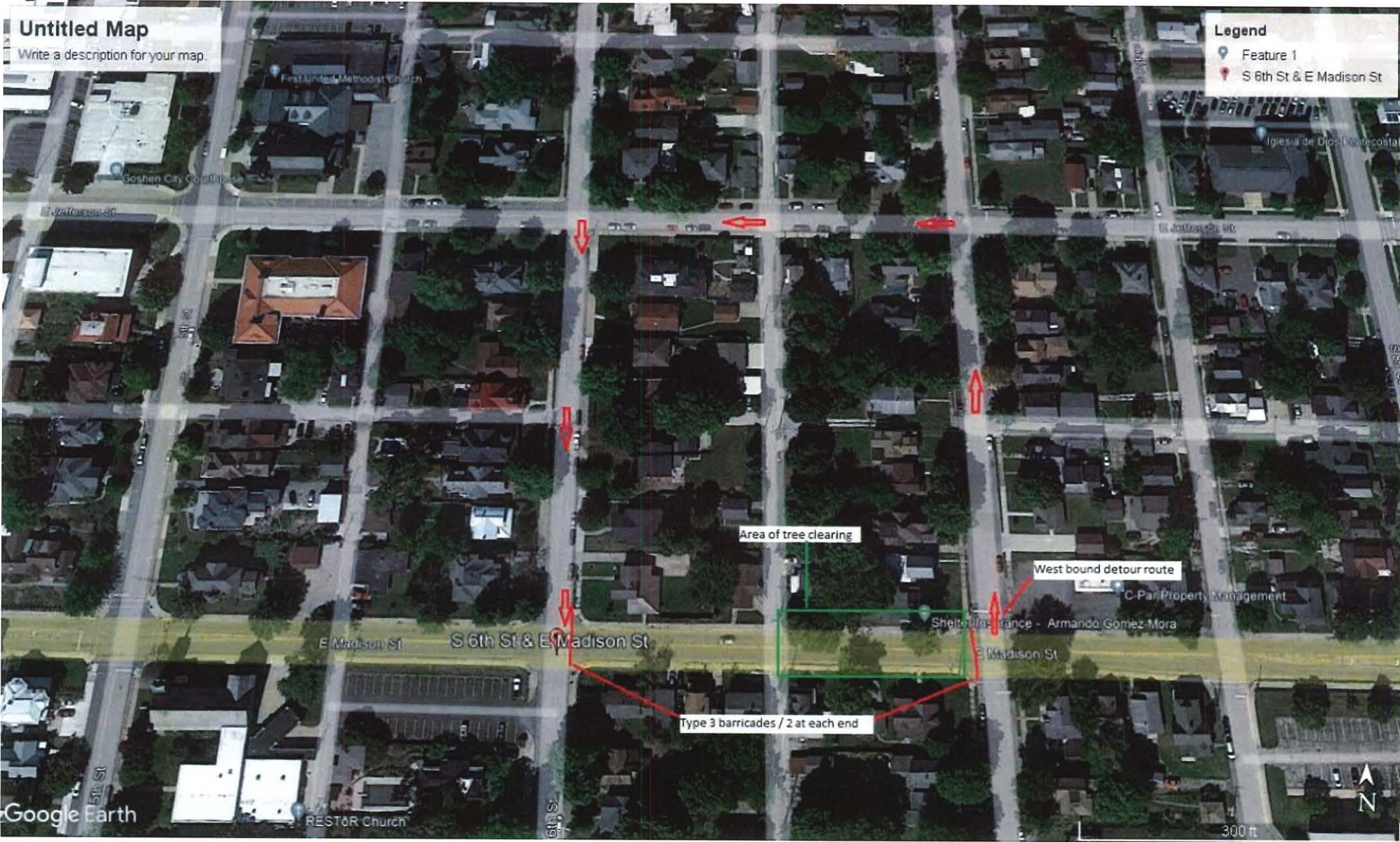
Michael Landis, Member

Untitled Map

Write a description for your map.

Legend

- Feature 1
- S 6th St & E Madison St



Google Earth

300 ft



Stormwater Department

CITY OF GOSHEN

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION
PROJECT AT 1516 FIRESTAR DRIVE
(JN: 2004-2015 OR 2006-2010)**

DATE: March 14, 2022

The home at 1516 Firestar Drive has passed its final building inspection and the project is substantially complete except for seeding disturbed areas, planting the three required street trees, the installation of the concrete driveway, and the installation of the concrete sidewalk. These final requirements cannot be completed at this time due to weather conditions.

Due to weather related delays Sunrise Home Builders, Inc. has agreed to and is requesting permission from this Board to install a temporary gravel drive until such time as the permanent hard surface driveway can be installed.

The property owner and builder, Sunrise Home Builders, Inc., agrees to complete all concrete work, tree plantings, and lawn stabilization with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work is \$23,245.00 and a surety check for that amount has been remitted to the Clerk Treasurer's office.

The Stormwater Department thus submits an Agreement for the Completion of this Construction Project for approval and authorization for the Mayor to execute.

Requested Motion: Approve the use of a temporary gravel drive at 1516 Firestar Drive and approve and authorize the Mayor to execute the Agreement with Sunrise Home Builders, Inc. for the Completion of the Construction Project at 1516 Firestar Drive.

**AGREEMENT FOR THE COMPLETION
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on March 10, 2022, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Sunrise Home Builders, Inc.

and, if the builder is responsible for completing the remaining work,

Builder: Same as Property Owner

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 1516 Firestar Drive, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

- certain exterior work that cannot be completed due to weather conditions.
- the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2022, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 7,000 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: three (3) large trees of two (2) different species planted in the front yard.

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than March 18, 2022.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20____.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately 700 square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: Firestar Drive

- Install approximately 50 sqft of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: _____

- Other: The concrete driveway installation must be inspected by the Goshen Engineering Department and pass inspection before the Surety will be released.

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

- Permittee agrees to provide Goshen a surety in the amount of twenty three thousand two hundred forty-five Dollars (\$ 23,245.00) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.
- Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**
4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **AMENDMENTS.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

- 8. **WAIVER OF RIGHTS.** No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
- 9. **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 this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
 Attention: Goshen Legal Department
 204 East Jefferson Street, Suite 2
 Goshen, IN 46528

Address for Permittee:

Property Owner: Sunrise Home Builders, Inc.
 60976 County Road 33
 Goshen, IN 46528

Builder: Same as Property Owner

No Builder

- 10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

- 11. **ATTORNEY FEES.** 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 and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.
- 12. **SEVERABILITY.** In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.
- 13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:¹

Property Owner:

Signature: David F. Miller
Printed: David F. Miller
Title (if any): President
Date: 3/10/2022

Signature: _____
Printed: _____
Title (if any): _____
Date: _____

Builder:

Signature: David F. Miller
Printed: David F. Miller
Title: President
Date: 3/10/2022

Goshen:

Jeremy P. Stutsman, Mayor
Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.



Stormwater Department
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE GOSHEN HOSPITAL BED TOWER CONSTRUCTION PROJECT AT 200 HIGH PARK AVENUE (JN: 2018-2058)**

DATE: March 14, 2022

The new Goshen Hospital Bed Tower project has passed its final building inspection and the project is substantially complete except for the full installation of the approved landscaping plan, the abandonment of an existing storm sewer connection to the public combined sewer, the removal of debris from a stormwater inlet structure, the removal of the existing drive and installation of concrete curb and sidewalk, the installation of the final top layer of asphalt and parking lot striping, and the installation of two pieces of kitchen equipment. These final requirements cannot be completed at this time due to weather conditions, ongoing renovation work on the existing building, and supply system issues.

The property owner, Goshen Hospital Association, Inc. agrees to complete all of the above listed items by May 15, 2023. The expected cost of work is \$69,640.00 and a surety check for that amount has been remitted to the Clerk Treasurer's office.

Note, the extended completion date is due to the Hospital's ongoing renovation projects that require the existing construction staging area to remain.

The Stormwater Department thus submits an Agreement for the Completion of this Construction Project for approval and authorization for the Mayor to execute.

Requested Motion: *Approve and authorize the Mayor to execute the Agreement with Goshen Hospital Association, Inc. for the Completion of the Construction Project at 200 High Park Avenue.*

**AGREEMENT FOR THE COMPLETION
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on _____, 20 22, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Goshen Hospital Association, Inc. Attn. Mark Podgorski

and, if the builder is responsible for completing the remaining work,

Builder: The Hagerman Group

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 200 High Park Ave, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

- certain exterior work that cannot be completed due to weather conditions.
- the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than May 15, 20 23, unless an earlier date is specified below:

- Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately _____ square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.
- Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: full installation of the approved landscaping plan.
- Install the hard surface driveway for the Site.

Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20____.

Install the hard surface parking lot for the Site.

Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20____.

Install all required parking lot striping for parking spaces at the Site.

Install approximately 200 square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: High Park Avenue

Install approximately _____ of concrete sidewalk at the Site to the building entrance.

Install the following certain parts or equipment at the Site: Two pieces of kitchen equipment: Griddle and Freezer Base for the Griddle. These pieces of equipment are currently unavailable for installation and will be installed as soon as they are available.

Other: complete hard surface patio area and sidewalk to the west of the tower; install final surface in parking lot; abandon stormwater pipe connection to public sanitary sewer system per the approved site plans; clean out stormwater inlet filled with debris before parking lot is at final grade; remove temporary construction entrance and install required sidewalk

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

Permittee agrees to provide Goshen a surety in the amount of sixty nine thousand six hundred forty Dollars (\$ 69,640.00) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**
4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **AMENDMENTS.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

- 8. **WAIVER OF RIGHTS.** No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
- 9. **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 this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
 Attention: Goshen Legal Department
 204 East Jefferson Street, Suite 2
 Goshen, IN 46528

Address for Permittee:

Property Owner: Attn. Mark Podgorski
 Goshen Hospital Association Inc
 200 High Park Ave
 Goshen, IN 46526

Builder: The Hagerman Group
 510 W. Washington Boulevard
 Fort Wayne, IN 46802

No Builder

- 10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

- 11. **ATTORNEY FEES.** 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 and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.
- 12. **SEVERABILITY.** In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.
- 13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:¹

Property Owner:

Signature: Mark Podgorski

Printed: Mark Podgorski

Title (if any): VP Hospital Operations

Date: 3/9/2022

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Builder:

Signature: Anthony Suter

Printed: Anthony Suter

Title: Project Manager

Date: 3/9/2022

Goshen:

Jeremy P. Stutsman, Mayor

Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.