



Goshen Common Council

6:00 p.m., April 18, 2022 Regular Meeting

Council Chamber, Police & Court Building, 111 East Jefferson Street, Goshen, IN

Call to Order by Mayor Jeremy Stutsman

Pledge of Allegiance

Roll Call:

Megan Eichorn (District 4)

Julia King (At-Large)

Doug Nisley (District 2)

Gilberto Pérez, Jr. (District 5)

Donald Riegsecker (District 1)

Matt Schrock (District 3)

Council President Brett Weddell (At-Large)

Youth Advisor Adrian Mora (Non-voting)

Approval of Minutes –March 21, 2022 Regular Meeting

Approval of Meeting Agenda

Privilege of the Floor

1) Presentation: City of Goshen Annual Financial Report (Deputy Clerk-Treasurer Weaver)

2) Redevelopment Department: Resolution 2022-06, Economic Development Agreement with AP Development LLC and AP Cycleworks LLC

3) Planning Department: Ordinance 5118, An Ordinance to Amend the Willow Lakes of Goshen (Planned Shopping Center), Ordinance 3770, and Ordinances 3998 and 4009

4) Planning Department: Resolution 2022-08, A Resolution of the Common Council of the City of Goshen authorizing filing of an application for a Community Development Block Grant

5) Legal Department: Resolution 2022-09, To elect the standard allowance available under the revenue loss provision of the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act

Elected Official Reports

Adjournment



GOSHEN COMMON COUNCIL

Minutes of the March 21, 2022 Regular Meeting

Convened in the Council Chambers, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Mayor Jeremy Stutsman called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance

Mayor Stutsman asked the Clerk-Treasurer to conduct the roll call.

Present: Megan Eichorn (District 4) Julia King (At-Large) Doug Nisley (District 2)
 Gilberto Pérez Jr. (District 5) Donald Riegsecker (District 1) Matt Schrock (District 3)
 Council President Brett Weddell (At-Large)
 Youth Advisor Adrian Mora (Non-voting) – Arrived at 6:19 p.m.

Absent: None

Mayor Stutsman asked the Council's wishes regarding the minutes of the March 7, 2022 regular meeting. Councilors King and Pérez moved to approve the minutes as submitted. Councilor Riegsecker pointed out an error on page 9 of the minutes, on line 19, referring to a motion to pass Amendment #2 of draft Ordinance 5116. That motion was made by Council President Weddell and seconded by Councilor Eichorn (not Councilor Nisley). Councilor King made a revised motion to approve the Council minutes of the March 7, 2022 meeting with the correction suggested by Councilor Riegsecker. Councilor Pérez accepted the change and seconded the revised motion. The motion to approve the corrected minutes passed 7-0.

Mayor Stutsman presented the agenda of the March 21, 2022 Council meeting. Councilors Eichorn and King moved to approve the agenda as submitted. The motion passed 7-0.

Privilege of the Floor:

At 6:04 p.m., Mayor Stutsman invited public comments on matters not on the agenda.

Glenn Null of Goshen said that today was a beautiful day and he saw a lot of people riding bicycles on his way to the Council meeting. He said that after last week's meeting of the City Community Relations Commission, he was driving his truck home and saw a bicyclist go through an intersection without obeying the stop sign. Null said he had to apply his truck's brakes to avoid hitting the bicyclist. He said the bike also was displaying a strobe light that was distracting. Null said motorists need to pay attention to bicycles on the road as the weather gets warmer, but bicyclists also need to follow the rules or they may get hurt in collisions with trucks or other vehicles.

There were no other public comments, either from those in the Council chamber or via Zoom, so Mayor Stutsman closed the Privilege of the Floor at 6:06 p.m.

1) **Special Presentation:** Sreekala Rajagopalan, a longtime member of the Community Relations Commission Mayor Stutsman said it was his honor to thank and present the key to the City to Sreekala Rajagopalan, a longtime member of the City's Community Relations Commission. The Mayor said he has known Rajagopalan for decades because he lived in the same neighborhood as Rajagopalan, her husband, Raj, and their children.



Mayor Stutsman praised Rajagopalan as “an asset to this community and a great community member.” He said she joined the Community Relations Commission in 1997 and has worked hard to help the community progress by increasing appreciation for the City’s growing diversity. He asked Rajagopalan to come forward and he presented her with a plaque for her service and contributions.

City Council members and the audience responded by giving Rajagopalan a standing ovation.

After the presentation, **Sreekala Rajagopalan** spoke for 14 minutes to the Council and audience. She began by reciting a Hindu prayer and then spoke on the following topics: her service on the Community Relations Commission (CRC), including serving as its chair; why she and her husband came to the United States and later moved to Goshen from Chicago; the background and formation of the CRC; her work to help establish the City’s Diversity Day celebration; the successful campaign in 2015 to have the City Council officially acknowledge and express regret for Goshen having been a “Sundown City,” which discouraged African-Americans from living in the City or visiting at night; the hiring of CRC Director AJ Delgadillo; the occasional setbacks and successes in promoting diversity in Goshen; and her gratitude for being honored by Mayor Stutsman and the City Council.

After her comments, **Mayor Stutsman** again said it was an honor to award Sreekala Rajagopalan the key to the City of Goshen for her service.

Council President Weddell extended the gratitude of the current Council and past Councils to Rajagopalan and acknowledged the presence of her husband. The Council President thanked Rajagopalan for bringing a peaceful approach to difficult situations, for offering a unique perspective and for her efforts to make Goshen a better place.

Councilor King also thanked Rajagopalan and said her daughter grew up attending Diversity Day celebrations that were often coordinated by Rajagopalan for the CRC. King added: “I think that made her a better citizen of the world and I appreciate that. Thank you.”

NOTE FROM THE CLERK-TREASURER: After the City Council meeting, Sreekala Rajagopalan prepared and provided the Clerk-Treasurer with a three-page summary of her remarks at the meeting, which she delivered to City Hall with donuts for City employees. Her summary is attached to these minutes as **EXHIBIT #1**.

2) Public hearing: Community Development Block Grant (CDBG) Program Year 2022 Annual Action Plan

At 6:25 p.m., Mayor Stutsman opened a public hearing on the City of Goshen’s Community Development Block Grant Annual Action Plan for Program Year 2022

City Community Development Specialist Meagan Bylsma provided an overview of the CDBG plan, its priorities and the proposed action plan for 2022. Bylsma said the 2022 plan continues the priorities for community and neighborhood development that were identified in the 2020-2024 consolidated plan. She said the key priorities are: 1) Housing Opportunities; 2) Access to Services; and 3) Neighborhood Revitalization.

More specifically, the proposed strategies for the three priorities are:

1) Housing Opportunities

- Improve owner-occupied housing through rehab
- Increase quality of rental housing
- Increase transitional housing options
- Reduce housing cost burden through higher wage job opportunities and job training
- Provide permanent supportive housing for chronically homeless people



- Support affordable housing creation and preservation
- Provide emergency shelter for homeless individuals and families
- Expand housing options and assistance
- Maintain and facilitate the use of the Housing Choice voucher program

2) Access to Services

- Increase access to affordable healthcare
- Increase services for the mentally ill
- Support programs for youth
- Increase access to affordable childcare and early childhood education
- Support services for elderly and the disabled
- Support public transportation
- Provide emergency shelter for homeless individuals and families
- Provide permanent supportive housing for chronically homeless
- Support counseling/advocacy for underserved populations
- Increase access to substance abuse prevention and treatment
- Support life skill development
- Support nutrition programs and food assistance

3) Neighborhood Revitalization

- Improve owner-occupied housing through rehab
- Remove blighted residential properties
- Address issue of vacant/foreclosed houses
- Increase quality of rental housing
- Support public infrastructure projects
- Repair/replace existing sidewalks
- Support neighborhood parks

Bylsma told the Council the proposed use of CDBG funds for program year 2022 were as follows:

1. **Public Service Grants** – Provision of services to low- and moderate-income individuals and households Citywide (estimated at \$48,000).
2. **Owner-Occupied, Single Unit Rehabilitation of homes** occupied by low- and moderate-income households through loans, grants and deferred payment loans City-wide (estimated at \$100,325).
3. **Multi-family Housing Rehabilitation** – One multi-unit project to create and preserve affordable housing (estimated at \$130,000).
4. **Planning, general administration, environmental reviews, and audit** (estimated at \$60,000).

Bylsma said the estimated total CDBG budget was \$338,325. She said for 2022, the City of Goshen expects to receive an estimated entitlement allocation of \$274,469 in CDBG federal funds, which will be combined with an estimated program income amount of \$43,856 and \$20,000 in prior years' resources for an estimated total budget of \$338,325.

Bylsma added that there were no public comments received in opposition to the draft plan at a Jan. 27 public hearing. She said a summary of 2022 activities and expenditures were included in the Council's meeting packet.

There were no public comments on the City of Goshen's Community Development Block Grant Annual Action Plan for Program Year 2022, so Mayor Stutsman closed the public hearing at 6:29 p.m.



NOTE FROM THE CLERK-TREASURER: The City of Goshen's CDBG Annual Action Plan for Program Year 2022 is available for public review and comment. A hard copy is available for review upon request at the City Planning Office in the City Annex Building, 204 E. Jefferson Street, in downtown Goshen. The Plan also is available on the City website at:
<http://www.goshenindiana.org/cdbg>.

3) Legal Department: Resolution 2022-05, Grant agreement between the Indiana Criminal Justice Institute and Goshen Police Department for 2022 Edward Byrne Memorial Justice Assistance Grant Program Funds
Mayor Stutsman called for the introduction of Resolution 2022-05, Grant agreement between Indiana Criminal Justice Institute and Goshen Police Department for 2022 Edward Byrne Memorial Justice Assistance Grant Program Fund. **Council President Weddell** asked the Clerk-Treasurer to read Resolution 2022-5 by title only, which was done.

Weddell/Eichorn moved to approve Resolution 2022-05.

Mayor Stutsman said Resolution 2022-05 would allow the City to accept funds for the Police Department. There were no questions or comments from Councilors of the public.

Background: The Police Department applied for and was awarded \$34,602.32 in grant funding from the Edward Byrne Memorial Justice Assistance Grant Formula Program. The grant funds will be used for the purchase of an evidence camera and accessories

Resolution 2022-05 allows the City to approve the terms and conditions of the grant agreement and authorize the Clerk-Treasurer and Mayor to execute the Grant Agreement on behalf of the Goshen Police Department and City of Goshen. According to the agreement, the Police Department will update its technology with a Crime-lite AUTO forensic digital camera and accessories. This equipment will replace current, outdated equipment in the evidence department. Once trained, the evidence technicians will begin to utilize this equipment at any crime scene to obtain forensic evidence that can assist the department in solving more crimes and convicting criminals.

On a voice vote, Councilors approved Resolution 2022-05 by a 7-0 margin, with all Councilors present voting "yes," at 6:30 p.m. Youth Adviser Mora also voted "yes."

4) Redevelopment Department: Resolution 2022-06, Economic Development agreement with AP Development LLC and AP Cycleworks LLC

Mayor Stutsman called for the introduction of Resolution 2022-06, Economic Development agreement with AP Development LLC and AP Cycleworks LLC. **Council President Weddell** asked the Clerk-Treasurer to read Resolution 2022-6 by title only, which was done.

Weddell/Eichorn moved to approve Resolution 2022-06.

Background: Presented to the City Council was **Resolution 2022-06**, an Economic Development Agreement with AP Development LLC and AP Cycleworks LLC for the acquisition, financing and development of the **property at 620 East Douglas Street in Goshen, which is also known as the former Western Rubber Inc. manufacturing site.** AP Development LLC and AP Cycleworks LLC are proposing a mixed-use development with approximately 138 units of residential apartments and 5,000 square feet of commercial/institutional space.

Mayor Stutsman began consideration of **Resolution 2022-06** by addressing the many audience members who had gathered in the Council chamber to learn about and comment on the proposal.



Mayor Stutsman said he believed that many people had come to the night's Council meeting in response to a **flier that had been distributed to residents** in recent days alerting them that the City intended to quickly approve an apartment development that would be bad for the neighborhood, bad for the City and bad for the environment. Before a presentation on the proposal from **City Redevelopment Director Becky Hutsell**, apartment developer **Jonathan R. Anderson** and public testimony, **Mayor Stutsman** said he wanted to address "misleading" information in the flier about the project's background and the City's review and approval process.

First, **Mayor Stutsman** said the City of Goshen cleaned up the contamination that had been on the site from many years of industrial production. He said it took many years and cost many dollars to do so.

Second, **Mayor Stutsman** said about five or six years ago, the property had been cleaned and the City initiated the process of issuing a Request for Proposals (RFPs) to develop the property. He said the City received proposals for industrial and residential uses of the property. He said three distinct proposals were considered.

Third, **Mayor Stutsman** said that during the most recent round of Request for Proposals, the City received just one response, which is the proposal that is now being considered by the City Council.

Fourth, **Mayor Stutsman** said the flier incorrectly implied that the City Council intended to "railroad," or hastily approve, the proposal with inadequate public input. In fact, the Mayor said the proposal was subject to a public meeting of the City Redevelopment Commission last year and two public meetings this year.

Mayor Stutsman said approval of the development proposal tonight would give AP Development LLC and AP Cycleworks LLC the "positive direction" to continue developing the project. He said many questions would still need to be answered, including the adequacy of on-site parking and the feasibility of the proposed stormwater system.

Mayor Stutsman said: "We go through a very intensive process of the developer giving us very detailed plans. They have to go through tech review here at the City, with every department making sure what they would do and whether it's actually going to work to the best of our abilities and there's going to be Plan Commission meetings. They're going to have to create a PUD, which is a Planned Unit Development. Those are going to be public meetings, again. The group will have to go there to get permission to do everything they want to do."

Mayor Stutsman continued: "The Board of Works is another public board. They'll have to go there. The City Council will probably have two to three more votes before this is all finished. The Redevelopment Commission will also have to do two or three more votes. This is the process. The reason we have all these meetings is so that we can gauge the support of Council members, Redevelopment Commission members, Plan Commission members and community members.

Mayor Stutsman continued: "I'm actually really glad the room is full because we don't usually get this when we're doing one of these things. And we want to make sure this works not only for Goshen, but for the surrounding neighborhood, the surrounding businesses. We want to make sure this is working for everybody. And so this is the beginning of that process. So, I don't want anybody thinking that this is a done deal, because it has a long way to go."

Mayor Stutsman said that the project also will require rezoning, a bond will need to be issued and a Tax Increment Finance (TIF) district will need to be created. And there also will need to be traffic and other studies.

As to why a development agreement was being sought at this time by AP Development LLC and AP Cycleworks LLC, **Mayor Stutsman** said, "No developer wants to move forward spending all the money to do all the detailed design until they know if at least the community is interested in the project. So, we're looking forward to hearing from everybody because that's valuable for how the City Council will vote and how future Redevelopment Commissioners will vote ... So I appreciate you being here."



Mayor Stutsman repeated that the City was not seeking to quickly push the project through and was working with the developer to assess whether the proposal would work for everyone. Noting that the flier was unsigned, with no author or sponsor listed, Mayor Stutsman added that when people receive anonymous communications, it's best to be skeptical of the content before taking action. The Mayor then invited **City Redevelopment Director Becky Hutsell** to provide an overview of the project and the proposed economic development agreement with AP Development LLC and AP Cycleworks LLC.

City Redevelopment Director Hutsell said she was asking the City Council to approve an economic development agreement with AP Development LLC and AP Cycleworks LLC for the development of the former Western Rubber Inc. property. She said the City issued a Request for Proposals for the property last summer, and received one proposal from the current developer. Hutsell said the initial proposal was different from the current proposal, but was the developer's first attempt of a plan that could work.

Hutsell said that in August 2021, the Redevelopment Commission gave the Redevelopment Department the authority to negotiate with AP Development LLC. She said the current proposal is the first step in the process of seeking to find a proposal that might work for the property. Hutsell said City staff members have spent many months talking to the developer and exploring many issues, including stormwater and financing and what would work for the City.

Hutsell said the developer is proposing to invest \$31 million for the project and is asking the City to issue a \$4.42 million-dollar Economic Development Revenue Bond with a 100% Tax Increment Financing (TIF) pledge, until the bond is repaid in no later than 25 years, as well as City support for a \$5 million READI grant application to the South Bend-Elkhart Regional Partnership. She said the developer also is seeking the development of a site-specific TIF district for this project, which would require the parcel to be removed from the existing Consolidated River Race TIF and established as its own district.

As proposed, the development plan includes a mixed-use project including 138 residential units with 5,000 square feet of commercial space within the southern building on the property. The proposed plan accounts for the site's condition as a brownfield, incorporates extensive green infrastructure to address the lack of stormwater connection within this area and has been designed to prohibit ingress/egress onto Plymouth Avenue and to provide connection to the 9th Street trail way. The developers have named the project Ariel Cycleworks as a tribute to the Ariel Bicycle company that originally existed in the northwest corner of this property and the design of the southern building adjacent to Plymouth Avenue incorporates industrial elements as a tribute to the site's history while also considering the development's placement within an existing neighborhood to ensure it fits.

Hutsell said most, if not all, of the housing units would be priced within a 60% to 120% of average median income range for rent, which the city considers to be "workforce housing" and an underserved part of the city's housing stock. The developer has agreed that 20% of the residential units within the project would be offered to persons employed as first responders, health care workers and teachers, who all are designated as "Essential Workers." She said the developers also are proposing green infrastructure and keeping all stormwater on the site, so there is no runoff from the property.

Hutsell said that the developer has reached out to neighbors for feedback and is committed to continuing to engage with them through the review process. She said that if the project is approved by the City, the developer's goal is to begin construction of the project before the end of 2022.

Hutsell said the developers were attending the Council meeting via Zoom and would like to discuss their proposal.

Mayor Stutsman added that the developers had schedule conflicts and were unable to attend the meeting in person.



Jonathan R. Anderson, the principal/attorney for Anderson Partners LLC, the developer of the Western Rubber site, was invited to give an overview of his “Ariel Cycleworks” proposal via Zoom. He shared a PowerPoint presentation that was first presented at the Feb. 18, 2022 meeting of the City Redevelopment Commission (**EXHIBIT #2**).

Anderson, who confirmed he could not attend the meeting in person, said he has been working on the proposal for quite a while with the City. He said his company seeks similar development projects in Indiana like the one proposed for the Western Rubber site. He described a slide that showed photos of four completed or pending projects – the Central Lofts in Evansville, the UB Block in Huntington, the Backstay Lofts in Union City and the Ben Hur Hotel in Crawfordsville. Anderson said his company seeks to rehabilitate historic buildings and to make them useful again, which he said was the goal for the Western Rubber site.

Anderson said the company sought a project for the site that would align with the City’s 9th Street Corridor Redevelopment Goals. These goals are:

- Create a Mixed-use Redevelopment Project
- 4,000 SF Maker Space and 1,000 SF coffee shop
- 145 units of market rate, entry-level apartments
- Sustainable Environmental and Energy Design
- Storm water
- Energy efficiency as feasible
- Connect development green space to 9th St. trail and school networks
- Partner with Goshen Schools, Goshen College and other institutions on Maker Space that reflects the industrial heritage and entrepreneurship of the 9th Street Corridor

Anderson said company representatives met with neighborhood members on Nov. 4, 2021 and later met with people at Goshen College and then made changes to the design based on the feedback and the concerns expressed. Because it is a “challenging site,” Anderson said the company was planning to incorporate sustainable elements including substantial green space and connecting to the 9th Street bike trail.

Because the company likes to rehabilitate historic buildings, **Anderson** said a goal will be to incorporate some of the past design, including the former bicycle plant that was on the site. He said the buildings would have a historic look.

Anderson said the original design had six buildings, but it has been scaled back to five buildings, which would be situated around courtyards and 150 parking spaces. He said there would be no entrances or exits on Plymouth Avenue. He added that architects are continuing to work on designs of the project and engineers are seeking to address the stormwater issues.

In support of his request for \$6.1 million in Tax Increment Financing from the City, Anderson shared the following project infrastructure cost estimates:

Site Preparation & Grading	\$ 175,000
Drinking Water & Sanitary Sewer lines	\$ 565,721
Storm Water Controls	\$3,077,620
Sidewalks	\$ 173,320
Street Repaving, Pervious Pavers, and Curbs	\$ 677,400
Community Amenities in central Green Area	\$ 500,000
Engineering Design, Construction, & Inspection	\$ 982,122
TOTAL Project Infrastructure Estimate:	\$6,151,183



Jonathan Anderson, the project developer, also shared the following total development costs:

ARIEL CYCLEWORKS – TOTAL PROJECT FINANCIAL SOURCES

Financial Sources - Construction/Permanent	TDC%	Amount
Developer Contribution	8.00%	\$ 2,480,000
Construction Loan HUD	76.6%	\$ 24,518,529
- Debt Serviced by Project Revenues		\$ 20,018,529
- Debt Serviced by Project-based TIF		\$ 4,500,000
City of Goshen	0.00%	\$ -
IRTC Tax Credit/READI - State	15.6%	\$ 5,000,000
TOTAL SOURCES	100%	\$ 31,998,529
Value Creation without public investment		
Cap Rate		8.0%
Projected Assessed Value per Baker Tilly		\$ 14,083,500

Financial GAP closed by:
 Deferred Dev Fees
 100% TIF to Increase HUD Loan Debt
 NO Direct City Funds
 READI Grant

Financial GAP
 \$17M per Baker Tilly



Draft for Deliberative Financial Planning Purposes Only

After reviewing the project costs, **Anderson** said there have been discussions with neighborhood residents as well as City staff. And he said he wanted to learn more about neighborhood concerns and to address them. Providing a perspective from the Redevelopment Commission, **Council President Weddell** said the developers of this project came twice before the Commission and changes were made to the proposal. Initially, he said some commissioners did not like the concept, but their minds were changed after a presentation on the proposal. **Mayor Stutsman** said that for the redevelopment commission and City staff, two of the major concerns have been over parking and stormwater, but those issues may be able to be resolved through the design process. At 6:54 p.m., **Mayor Stutsman** invited questions or comments from Council members. In response to a question from **Councilor Eichorn**, **Redevelopment Director Hutsell** clarified the project's financing, and in particular the proposed Economic Development Revenue Bond, which she said was listed as \$4.42 million, and later as help for the developer to pay for \$6.1 million in infrastructure costs. As in the case with similar recent bonds issued by the City, **Mayor Stutsman** said the City would have no liability for repaying the bonds. **Councilor King** said she liked the concept being proposed, but wanted to know if green roofing was possible. **Anderson** said he will be consulting with his architect to discuss sustainability issues and will be exploring the use of green roofs and other measures to reduce stormwater runoff as long as they can fit within the project budget. **Councilor King** said she is most enthusiastic about the sustainability and green components of the project and she wanted the developer to understand that. **Councilor Eichorn** agreed with Councilor King. **Anderson** said his company is finishing two projects that will earn high rankings for green building standards. In response to a question from **Council President Weddell**, **Anderson** said the developers plan to include electric vehicle charging stations on the site, although the number and locations are not yet known.



In response to a question from **Councilor Pérez**, **Jonathan Anderson** clarified the location of parking. Anderson said the company was seeking a design that didn't include a giant parking lot. Instead, Anderson said he wanted parking in several locations to be surrounded by green space.

Council President Weddell asked whether Anderson's pledge to provide housing units priced within a 60% to 120% of average median income range for rent would last for an initial period or the life of the project. **Anderson** said the intention is to provide housing within 60% to 120%, but the length of the commitment is not certain. He said the rate will be a factor in arranging for federal financing.

Asked by **Councilor Eichorn** about the cost of rentals per month, **Anderson** said the top rent, for a two-bedroom apartment, would be \$1,375 a month, while studio apartments would rent for \$975 monthly. He said the project would be "heavy on studio and one-bedroom apartments," which are in high demand, with fewer two-bedroom apartments.

Councilor Pérez asked about the proposed housing density on the Western Rubber site, noting that there tended to be small homes nearby while the proposed development would be for up to 165 units and as many as 500 people. He also asked about the impact of traffic on surrounding streets. **Redevelopment Director Hutsell** said traffic would be limited on Plymouth Avenue and because of the proposed number of units, especially studio and one-bedroom apartments, the City estimates there would be fewer than 500 residents on the site.

Councilor King noted that when Western Rubber was operating, it had about 450 employees. She said there was a tradition of that many people driving in and out of the site daily. King said it was important to remember the history of the site. **Hutsell** said some of the residents on the site may be able to walk or take bikes to Goshen College or nearby schools. **Anderson** added that he believes there will be closer to 200 people living on the site and that the development will be connected to walking and biking trails.

Councilor Pérez asked if this is the first project designed in Goshen to provide "workforce housing." **Hutsell** said this is the first redevelopment project that would meet that goal, although that doesn't mean there aren't apartments and duplexes that may provide that already. She said there are also recent projects that provide such housing. In response to a question from **Councilor Pérez**, **Hutsell** said apartments priced at \$975 to \$1,375 per month would be considered workforce housing in Goshen.

Councilor Riegsecker said he favors TIF projects that provide 75% of funding for projects with 25% reserved for infrastructure for nearby future development. Riegsecker also said he favored repayment in 20 years and not 25 years. **Councilor Nisley** said he wasn't against the project, but was concerned about the financing of the bond. Nisley said he also would favor the 75% and 25% division of TIF funds, with 25% reserved for future city use, and repayment in 20 years.

Mayor Stutsman responded that unlike the recent Indiana Avenue apartment project, which had the 75-25% TIF division, the Western Rubber site has unique challenges, including the need to prevent stormwater runoff. **Hutsell** further clarified the costs of both projects, adding that a higher cost was justified for the new proposal.

Youth Adviser Mora asked if the infrastructure proposed was solely for the project or could it be used for additional development on 10th Street. **Hutsell** said the project could alleviate some runoff adjacent to the street and that new curbs and sidewalk would be included.

Councilor Riegsecker asked what the site was like when owned by Western Rubber and whether the surfaces absorbed runoff. **Hutsell** said 97% of the site consisted of hard surfaces. **Director of Public Works and Utilities Dustin Sailor** said that there once was a stormwater stub south the site on Plymouth Avenue that extended to 10th Street. After stormwater analysis, Sailor said the City decided there should be no further runoff from the site.



Council President Weddell said that at one time, the City considered a proposal for a major industrial development on the Western Rubber site that would have included many semi-truck-trailers and other vehicular traffic going into and out of the site daily. He said it never happened, but it was a proposal.

Mayor Stutsman said the City was concerned about the volume of traffic and noise the proposed manufacturing facility would have generated and the impact on the neighborhood. **Redevelopment Director Hutsell** added that the City has considered other proposals for the project, but none of them worked. She added that the current project has many good components, including mixed-use of the site, green spaces and a connection to the hiking/biking trail. In response to a comment from **Councilor King**, **Hutsell** said that the City has made extensive efforts to seek feedback from neighbors about proposals for the Western Rubber site.

At 7:19 p.m., **Mayor Stutsman** opened a public hearing on Resolution 2022-06, an Economic Development Agreement with AP Development LLC and AP Cycleworks LLC for the acquisition, financing and development of the property at 620 East Douglas Street in Goshen, which is also known as the former Western Rubber Inc. manufacturing site.

Beverly Stegelmann, who lives on 12th Street in Goshen, said there has not been much public outreach about plans for the Western Rubber site. She said City officials encouraged her to go online for more information, but **Stegelmann** said she is 90 years old and doesn't use a computer much. She said she read a news story over the weekend, which mentioned that the developer met with residents.

In response to questions from **Stegelmann**, **Jonathan Anderson** said his company is based in Brownsburg, which is outside Indianapolis, and that he has been a redevelopment attorney for 25 years and has represented developers, banks, investors, non-profits agencies and cities and towns. Anderson also said he has projects all over state and is not building projects to turn around and sell them. Anderson said he rehabilitates and holds onto properties. He added that he hires managers for his projects, but projects remain part of his portfolio. Anderson added that he is 51 years old and that he would hope to hold on to the Western Rubber property for as long as possible.

Stegelmann said that she lives within three blocks of the Western Rubber site and that traffic in the area is a serious problem. She described it as being as bad as a "virtual race track." She said that Goshen is a larger City than when Western Rubber operated and she recommended a traffic study before the project moves forward.

In response to another question from **Stegelmann**, **Anderson** said he is the principal behind Ariel Cycleworks LLC and AP Development LLC and has 100 percent ownership in both entities. He said the Ariel Cycleworks name was selected for the project to pay homage to a previous use of the property. Anderson said he got more excited about the name when he learned that a bike trail was just west of the property.

Stegelmann repeated that there has been inadequate public outreach about the project and that traffic was a serious problem in the area.

Dallas Gonzalez Morgan of Goshen asked how many people who will vote on the project live near 10th street.

Mayor Stutsman responded that he didn't know the answer to **Morgan's** question, but he listed the number of members of the Economic Development Commission (3), the Plan Commission (7), the Redevelopment Commission (5), the City Council (7) and Board of Works (5), and said all of these members live in the City of Goshen. He said a few live near the site.

Morgan said the majority of those voting on the project won't face any consequences from voting on it. She said that she lives on 10th Street.



Morgan said that people who are supposed to benefit from the project will not be able to do so because they don't earn high enough salaries to pay for the expected apartment rental costs. She said employees of nearby businesses, like Goshen Stamping and Gleason Industrial Products, won't even be able to afford the studio apartments.

Morgan said she believes that people moving into the apartments are likely to have roommates, adding that she believes far more than 200 people will eventually live in the apartments. She predicted closer to 300 people will eventually live on the site.

Morgan also expressed concern about the impact of construction, including on traffic, road work, noise and safety on children. She said her personal life and the lives of her children and her eventual grandchildren will be adversely affected by the project.

Myrna Burkholder, who lives on 8th Street in Goshen, said there hasn't been adequate consideration of the impact of passing trains and their noise. She said she doesn't know how 9th Street residents put up with the noise. Noting that the proposed apartments will be built right next to the railroad tracks, Burkholder said she wondered if the impact of noise was adequately considered.

Dolores Bond, who lives in the Greencroft Communities in Goshen, expressed concern about the increase of traffic in Goshen. She said that from 1:30 p.m. until after 5 p.m., there is heavy traffic in the City. Bond said local roads were not designed to carry the current levels of traffic. She said major road work will be needed to accommodate the current levels of traffic and enhance safety. Bond said she believes the school population has been dropping because of the traffic. She said that at the time Western Rubber was operating, there were far fewer recreational vehicle plants, so there was far less traffic. Bond said she feared what will happen if there is another downturn in the RV industry. She added that the RV and traffic issues need to be addressed.

David Kendall, who lives on 8th street in Goshen, thanked Redevelopment Director Hutsell and developer Jonathan Anderson for providing the context of the proposal for the Western Rubber site. Kendall said he was initially alarmed about the proposal because it would virtually be in his backyard.

Reading from a letter he had prepared, **Kendall** said that he and his wife purchased their home in the 900 block of 8th Street in 2006. Kendall said he and his wife admired the area because of its canopy of trees, its proximity to schools and Goshen College and its overall neighborhood charm. He said that the proposed project will have a direct and lasting impact on residents who have made intentional decisions to live in this area.

Kendall said very few neighbors have been given adequate information to make informed decisions about the project. He also expressed concern about: the impact of adding hundreds of new residents to the existing neighborhood, traffic in an already congested area, inadequate parking; an unrealistic plan to encourage bike usage in a vehicle-centric area, and the proximity of noisy railroad tracks and factories to the apartments. He also wondered whether employers would be making any contributions for the housing and asked about the impact of additional stormwater runoff. While Kendall conceded more housing is needed in Goshen, he asked whether it had to be provided at this site or if there were better options elsewhere.

David Pinkerman, the president of the United Food and Commercial Workers Union in Goshen, said he didn't believe workers would be able to afford to rent the apartments. He said his members are paid a starting wage of \$15 an hour, and he asked Council members to take these workers into consideration.



Pinkerman said he came to the Council meeting to speak for his union members. He also asked about the impact on traffic in the area. He said workers like the area the way it is now and wondered what will happen to them if the project is approved.

Hollie Rieth, who lives on 10th Street in Goshen, said she very upset about the proposed project. She said he lives across the street from the Western Rubber site and will lose green space if the apartment project is approved.

Rieth said her neighborhood has long been ignored by the City. "We're not a part of any association," she said. "We don't belong to anything and now you want to put all those cars, all those people, across the street from us."

Rieth said she has lived in the neighborhood for 30 years and remembers when Western Rubber was operating. She said its workers parked throughout the neighborhood and the problem will be repeated if the project is approved. She said the area still doesn't have curbs and sidewalks and streets are often blocked by trucks unloading at factories.

Rieth said the project will make things worse. "Please take this off the table," she said. "Please stop. Do something for us for a change because we deserve it."

Kyle Richardson, who lives on 7th Street in Goshen, said he strongly supports the project. He said he is excited about new neighbors moving to the community if the project is approved. Richardson said the Elkhart County unemployment rate is .9% percent and that Goshen needs more people and more housing. He said the project is in the "walkable" part of Goshen and in close proximity to shopping, a trolley stop and a bike path, and close to downtown. "We need more people. We need more density. This is a good project and I support it," he concluded.

Mayor Stutsman said he noticed that **Richard Worsham** had been raising his hand and asking for the opportunity to speak, but the Mayor had not called on him because Worsham is a member of the City Plan Commission. Mayor Stutsman said that if Worsham were to speak at this point, he might be precluded from voting on the project in the future. In response to a question from the **Mayor**, **City Attorney Bodie Stegelmann** said it could be a conflict of interest if a Plan Commission member was suspected of bias or prejudice for or against a proposal.

Former Goshen Councilor Tom Stump, who lives on 7th Street, at Plymouth Avenue, in Goshen, said he has lived for 35 years at the location. He said there is a lot of traffic in the neighborhood and it doesn't need any more. Stump said a study by the City showed that this was the densest area for traffic in the City. Stump said adding 200 to 400 more residents will make the problem worse.

Stump said he also didn't understand why the City would give the developer \$5 million to build apartments that neighborhood residents don't want. He also questioned the need for the housing. He said a company could develop the property for an industrial use without any public funds. Stump said that when he was a member of the Redevelopment Commission he indicated he would not support this proposal and was then not reappointed to the commission. He urged a "no" vote on the proposal.

William "Bill" Malone of Goshen said there has been speculation about who prepared and distributed the flier opposing the project on the Western Rubber site and whether it was a conservative or progressive person. Malone said the flier was for anyone in the City who is concerned about the proposal and a project that could bring as many as 500 people to the site. He said if the City wants the project so badly, why wasn't it being proposed for downtown or on the Millrace?



Malone said he has been told that the City of Goshen has twice as many Tax Increment Financing (TIF) funds as Elkhart. He disputed that using TIF funds would not be a long-term liability for the City. **Mayor Stutsman** said that his comment about liability was in reference to a bond issue and not the use of TIF funds.

Malone said that if this proposal wasn't being railroaded, why was Tom Stump removed from the Plan Commission?

Mayor Stutsman responded that this project was not the reason Stump was not reappointed to the commission.

Mayor Stutsman also said that he had left two or three messages in the past two months for Malone about the site, but that Malone didn't respond. **Malone** denied receiving any messages from the Mayor or the City about the project.

Mayor Stutsman extended an offer to meet with Malone, who said he would like to meet.

Malone said he prepared the flier and spent the weekend distributing copies throughout the neighborhood. He said he didn't include his name on the flier because he handed it to people in person. He repeated that he opposed the project and said that the Western Rubber site should be used for industrial purposes.

Omar Riehl, who lives in the 10th Street neighborhood in Goshen, said the project would worsen traffic in the area. He said there's already too much traffic from Plymouth Avenue and from Goshen High School. He added that more traffic was not needed from apartments.

Dana Miller, who lives about three blocks from the Western Rubber site in Goshen, said that there is a lot of traffic in the neighborhood and many unsafe drivers. However, Miller said the flier he received over the weekend only made him more supportive of the project because it contained half-truths and inaccurate information.

Miller said there should be more communication about the project, but there is a larger issue. As a builder and a remodeler, Miller said he knows Goshen "needs more housing and I'm not going to build it." He said the average cost of a single-family home in Goshen is pricing many people out of the market.

Miller said he has lived in his neighborhood for 42 years and the small residences used to be considered "starter homes." He said that's no longer the case. He said there needs to be more options for people coming into the market. While conceding that traffic is an issue, Miller said he favors the city moving ahead and continuing to consider the proposal.

Lewis Morse, who lives on 10th Street in Goshen, said he worked at Western Rubber when it had about 400 employees. He said one cannot compare that workforce with the number of people who would live in the apartments. He said Western Rubber operated three shifts and employees parked on 10th Street and across the street and the company also had a big parking lot. So, it could get by with less space.

Morse said the Western Rubber site was polluted and it had drainage problems. He said the factory also had sewage problems. He added that there should be a smaller commercial facility on the site.

There were no further public comments about Resolution 2022-06, so the Mayor closed the public comment period at 8:01 p.m.

Mayor Stutsman thanked audience members for attending and speaking at the Council meeting. He said public testimony helps the Council make decisions. He also said the City is seeking to improve communication with residents. Mayor Stutsman said the City hired a Communications Coordinator five years ago to increase communication with residents. He also said the City mails notices of proposals to nearby residents.



Mayor Stutsman said that approval tonight of the development agreement would only allow the project to move forward, but there would be many more steps before final approval of the project.

Deputy Mayor Mark Brinson said the Council was being asked to take a “preliminary step” tonight, but there would still have to be the approval of a bond, votes by the Plan Commission and further review by the Board of Zoning Appeals, the Redevelopment Commission and the City Council.

Mayor Stutsman said he is pushing hard to increase affordable housing in Goshen and will consider any proposal that comes to the City. Still, the Mayor said that doesn't mean housing has to be built at the Western Rubber site.

Council President Weddell said Councilors heard many neighborhood concerns about vehicles speeding in the area. He encouraged people to pass on their concerns to Police Chief Miller and others in the City. He said the Police Department would be more than willing to address problems if it is informed about them.

Mayor Stutsman said the City is aware of issues regarding the street in question. He said the City can move speed signs to the street to encourage motorists to slow down. He also said the city also is working to keep freight trains moving through the City and not blocking street crossings.

Councilor Nisley said he favored changing the TIF financing for the proposal to devote 75% of funds to the project and 25% for other needs in the area. He said he would be making that amendment to the development agreement.

Deputy Mayor Brinson said the development agreement specifies using all TIF financing for the project because it is a more complicated site than the Indiana Avenue apartment project, which is why staff supports using 100% of funding for the Aerial Cycleworks project with a 25-year repayment period. Brinson said staff would be happy to meet with Councilors to explain the proposal if Councilors were uncomfortable voting tonight.

Mayor Stutsman said it would be better to delay a vote on the agreement, to allow more time for discussion and consideration by Councilors, rather than amend the agreement. **Councilors Eichorn and King** agreed.

Councilor Pérez said it was helpful to hear from residents and to learn what they are experiencing by living in the neighborhood. In terms of low-income housing, Pérez said he believes there is a misperception that that level of housing attracts certain kinds of people. He said affordable housing doesn't necessarily lead to increased police calls or more emergencies. He said for the most part, this type of housing won't create more work for police officers.

Pérez said he understood residents have many concerns about the Aerial Cycleworks proposal. However, given the need for more housing, he said he would be in favor of tabling the proposed agreement tonight to continue considering the project and to allow more time to hear from residents as well as City staff and the developer.

Mayor Stutsman agreed with the value of further consideration of the proposal, but added that there would be no detailed studies unless the development agreement is approved.

Councilor Riegsecker acknowledged all of the concerns voiced by residents, especially over traffic and drainage. He said he didn't know if the traffic on Plymouth Avenue was equivalent to the traffic on College Avenue because traffic on College Avenue is driven by manufacturing vs. housing on Plymouth Avenue.

Councilor Riegsecker said he didn't want to kill the project tonight, but would be OK with tabling it. Like **Councilor Nisley**, **Council Riegsecker** said he would like to reserve 25% of TIF funds so the Redevelopment Department can address issues in the neighborhood and would still want repayment in 20 years and not 25 years. Riegsecker said he wondered what more the developer could do about the financing. Riegsecker also said that he knows green initiatives are more expensive and he doesn't oppose them, but wondered if this was the right time to be concerned about them because of the dire need for housing. Similarly, Riegsecker said he favors electric vehicles, but the government shouldn't force people to buy them. He would prefer to make his own decision about buying one.

Riegsecker added that it would be good to give the developer more time to consider other design options for the site.



Noting that the project was in her district, **Councilor Eichorn** said she wanted to make some comments. She said she was excited to see so many people come out to learn and speak about the proposal. Eichorn said that after moving to Goshen in 2000, she lived in two different neighborhoods before choosing to live downtown among amazing people who appreciate the historic nature of the area.

Eichorn said that when she first heard about the Aerial Cycleworks proposal, she was really excited about it. She said that at present, there are only 16 homes for sale in Goshen. She said there is a desperate need for housing, but that the City needs to take care in deciding where new housing should be located. She said she appreciated the comments made tonight and welcomed emails about the project. She also encouraged people to keep an open mind about the proposal and to stay connected with the City to learn about further hearings on the project.

Mayor Stutsman said that if people want to be informed about future meetings on the proposal, they can provide their email addresses, and they will be notified about them by the City.

Councilor King said she appreciated all the people who attended the meeting and spoke. She said public comments make a difference for the City Council. She said the City faces a housing crisis and an environmental crisis and that Councilors are doing their best to listen to the public as well as City staff and to make the best decisions they can.

Councilor Schrock said he has been quiet this evening, but listened closely to the public comments and appreciated the honest opinions expressed. He said if the City decided to use 25% of TIF funds for neighborhood improvements, he wondered if the funds could be used for substantial 10th Street improvements. Schrock asked whether a headlight deflector system could be installed to minimize lights going into neighboring homes from apartment vehicles. He also asked if there could be a plan to fix traffic on Plymouth Avenue, including the installation of an underpass.

Mayor Stutsman responded that an underpass at Plymouth Avenue was considered, but has not been pursued because the installation of an underpass would require the removal of 40 or 50 homes. He added that the City has a backlog of \$42 million in street improvement projects, but has only a few million available to spend per year.

Councilor Nisley, Deputy Mayor Brinson and Mayor Stutsman discussed the options on how to proceed.

Council President Weddell said he has a different perspective because he has considered the proposal for a while and was also aware of concerns from the public. If the matter is tabled, he said he would like to hear from Goshen Community Schools Superintendent Steve Hope. Council President Weddell said there has been conversation about the district having work space in the project as well as the district's capacity to accept more students. He also said he would like to hear from the developer about the proposed 75-25% split in TIF funds and a 20-year repayment.

Mayor Stutsman said he has been impressed that the developer has made design changes in response to City and neighborhood concerns. He said the developer wants a good relationship with the community.

Council Eichorn asked whether there was a need for a motion to table to matter. Mayor Stutsman agreed.

At 8:26 p.m., Councilors Eichorn/Riegsecker moved to table consideration of Resolution 2022-06.

On a voice vote, Councilors voted to table Resolution 2022-06 to the April 18, 2022 Council meeting by a 7-0 margin, with all Councilors present voting "yes," at 8:25 p.m. Youth Adviser Mora also voted "yes."

Mayor Stutsman told William Malone that he was serious about his willingness to meet with him and discuss the project. He also apologized for any past misunderstandings.

Jonathan Anderson, the project developer, thanked Mayor Stutsman and the Council for considering his proposal. Councilors responded by thanking Anderson for his participation in the meeting.



5) Redevelopment Department: Resolution 2022-07, Interlocal agreement with Elkhart County for reconstruction of County Road 33, from CR 38 to CR 36

Mayor Stutsman called for the introduction of Resolution 2022-07, Interlocal agreement with Elkhart County for reconstruction of County Road 33, from CR 38 to CR 36. **Council President Weddell** asked the Clerk-Treasurer to read Resolution 2022-7 by title only, which was done.

Weddell/Pérez moved to approve **Resolution 2022-07**

Mayor Stutsman said this was an intricate matter and he asked **Redevelopment Director Becky Hutsell** to present the proposed Interlocal Agreement to the City Council.

Redevelopment Director Hutsell said she was requesting approval of an Interlocal Agreement with Elkhart County for the Reclamation of CR 33, from CR 36 to CR 38.

Hutsell said that as part of the East College Avenue Industrial Development project, a minimum of four contractors will be working at the same time on the same road space. She said portions of the County Road will be closed while work is underway and CR 36/College Avenue adjacent to the development will be closed for a majority of the 2022 construction season as well as portions of 2023 while the full scope of the public infrastructure project is completed. In consultation with Elkhart County, **Hutsell** said it's been determined that the best detour will be County Road 33, between County Road 36 and County Road 38. **Hutsell** said City staff met with Elkhart County staff and, while they supported the detour, they County indicated that County Road 33 needed work in advance of using the roadway for the additional traffic.

Hutsell said County staff indicated they had not planned to reconstruct or complete a full reclamation for this stretch of roadway for a few more years, but they agreed to proceed with the work at the beginning of this construction season if the City Redevelopment Commission was able to participate in the cost. In the proposed Interlocal Agreement, the City would agree to fund half of the cost for the reclamation of CR 33, from CR 36 to CR 38.

Once work is complete, **Hutsell** said Elkhart County agrees that the City's use of this roadway as its primary detour route will be acceptable. **Hutsell** asked the Council to approve the Interlocal Agreement. She said the estimated cost of work would be approximately \$308,000. Per the agreement, all work will be completed by June 15.

Mayor Stutsman said price and material increases could complicate or delay the project. Before moving forward with City funding, the Mayor said he will be waiting for firm commitments from the County. **Mayor Stutsman** said he will delay signing Resolution 2022-07 until the County follows through with its financial commitment.

Hutsell said there are so many variables that it would be best for the Council to approve the resolution tonight.

Council President Weddell said construction cost estimates are rapidly increasing. **Mayor Stutsman** agreed.

At 8:35 p.m., **Mayor Stutsman** invited questions or comments from the public about Resolution 2022-07.

There were no public comments about Resolution 2022-07, so the Mayor closed the public comment period at 8:35 p.m.

There were no other questions or comments from Councilors and they indicated they were ready to vote.

On a voice vote, Councilors approved Resolution 2022-07 by a 7-0 margin, with all Councilors present voting "yes." Youth Adviser Mora also voted "yes."



Elected Official Reports:

Mayor Stutsman said that at the April 18 Council meeting, he and the Clerk-Treasurer **will be proposing an amendment to Resolution 2021-31, the City's American Rescue Act Plan ARP Fund Plan**, which was passed by Councilors on Nov. 2, 2021. The Mayor said a rules change will allow the City to **designate up to \$10 million of the City's ARPA funds as "revenue replacement."** The Mayor said he will be proposing that the City designate its entire \$6.7 million in ARPA funds as revenue replacement. Mayor Stutsman said the funds distribution formula approved by the Council would still be followed, but changing the designation to revenue replacement **would simplify tracking and reporting procedures.** He said state officials are aware that communities across Indiana plan to do this and he noted that the timelines and procedures for spending funds and reporting expenses would remain the same. However, the reporting procedures would be simplified. Mayor Stutsman also said **he will be seeking to amend some of the spending in the plan and provide more funding to non-profit organizations.** Under the plan, the City wanted to distribute \$300,000 to non-profit agencies, but about \$750,000 in requests were received from 19 organizations. The Mayor said he doesn't recommend funding the maximum level of requests, but would like to transfer to the non-profits \$64,000 from the \$100,000 set aside for COVID-19 vaccine incentives and an additional \$45,000 to \$50,000 from the funds reserved for utilities infrastructure improvements.

Mayor Stutsman also said that on March 21 he **will be signing Ordinance 5116, An Ordinance to Establish a Redistricting Advisory Commission**, which was amended and approved by the City Council on March 7, 2022. He asked Councilors Eichorn, Nisley, Pérez, Riegsecker and Schrock to **select their appointees to the Redistricting Commission and pass on information about them to the Mayor's Office within two weeks.** As is done for all City boards and commissions, Mayor Stutsman also asked Councilors to collaborate on their appointments to ensure there is diversity on the Redistricting Commission. He said he **would like Councilors to appoint Redistricting Commission members to better reflect the City of Goshen's diversity.** He added that Ordinance 5116 requires that the remaining commission members be the Mayor, the two-at-large Councilors, the City Attorney and the Clerk-Treasurer, so that there is no other way to diversify the Commission except through the appointment of diverse Commission members by the district Councilors.

Councilor Nisley said he brought to City Attorney Bodie Stegelmann's attention that because the Legislative Assembly recently passed a reclassification of cities and towns, **it was his understanding that the City of Goshen can now be designed as a Class 2 city. He asked whether this will require the City to pass two redistricting plans.** He said Stegelmann promised to explore this.

Mayor Stutsman said his understanding is that once an Indiana city exceeds the 35,000 resident threshold, it can become a Class 2 city, like Elkhart and South Bend, or remain a Class 3 city. If Goshen became a Class 2 city, it would need to add one more at-large Councilor and another district Councilor. In addition, the clerk and treasurer positions would be separated, with the clerk remaining an elected position and the controller appointed by the mayor. He said there also would need to be a redistricting if Goshen became a Class 2 city.

Mayor Stutsman said if the Goshen population exceeds 35,000 after the 2030 Census, it will have the option of moving to Class 2 or remaining a Class 3 city. But if the population exceeds 35,000 after the 2040 Census, he said Goshen would be forced to choose. The Mayor added that there are a number of Indiana towns that exceed 35,000 population, but are still designated as towns.

Councilor Nisley said he believes the Legislative Assembly passed a law lowering the population threshold, so that Goshen can now be designed as a Class 2 city.



Mayor Stutsman responded that legislators lowered the population threshold to 34,500, but that it remained the discretion of cities to decide whether to remain Class 3 cities or move to the Class 2 classification.

Councilor Nisley said he understood that the new population threshold would go into effect in a few months and that Goshen had already reached the new population limit and would have to become a Class 2 city. Nisley said it would be "crazy" if the City needed to pass a redistricting plan this year and approve another redistricting plan next year.

Mayor Stutsman agreed that would be unfortunate. The Mayor said that he believed officials from the City of Plainfield sought the new law because they would like Plainfield to be designated as a Class 2 city. The Mayor added that he wasn't enthusiastic about Goshen becoming a Class 2 city, but would be open to a discussion about the idea if Councilors would be in favor making the switch.

Clerk-Treasurer Aguirre said there was a presentation earlier in March at a meeting of the Indiana League Municipal Clerk Treasurers about new laws passed by the Legislative Assembly this year. Aguirre said the law Councilor Nisley referenced was among new laws that were discussed and he asked if it would apply to the City of Goshen. Aguirre said he learned that the law only applies to Indiana towns and not cities. He added that it does seem odd that there are towns in Indiana with more than 35,000 residents.

City Attorney Bodie Stegelmann said the Town of Fishers has about 90,000 residents.

Mayor Stutsman said he understands the law that was passed would give municipalities the option of becoming Class 2 cities, but wouldn't require that.

Mayor Stutsman also gave an update on the City's efforts to encourage Norfolk Southern trains to stop blocking street crossings by splitting trains. The Mayor said Norfolk Southern said that the company hasn't been able to split all stopped trains because of staffing issues. Mayor Stutsman said a local resident was recently badly hurt when he passed between the cars of a stopped train and was struck by another passing train. The Mayor said the man had been walking home after working a third shift. **Mayor Stutsman** said parked trains remain an issue and he is working with Norfolk Southern to collaborate on a series of public service announcements to promote train safety.

There were no further comments by the Mayor or by Councilors.

Councilor Nisley made a motion to adjourn the meeting, which was seconded by Councilor Eichorn. On a voice vote, Councilors voted to adjourn the meeting by a 7-0 vote, with all members present voting "yes."

Mayor Stutsman adjourned the meeting at 8:47 p.m.

EXHIBIT #1 (3 pages): *Letter of appreciation from Sreekala Rajagopalan addressed the City of Goshen summarizing her remarks to the City Council on March 21, 2022.*

EXHIBIT #2 (10 pages): *PowerPoint presentation of the "Ariel Cycleworks" proposal for the Western Rubber site by Jonathan R. Anderson, the principal/attorney for Anderson Partners LLC., which has shared via Zoom at the City Council meeting. This PowerPoint originally was presented at the Feb. 18, 2022 meeting of the City Redevelopment Commission.*



APPROVED:

Jeremy P. Stutsman, Mayor of Goshen

ATTEST:

Richard R. Aguirre, City Clerk-Treasurer



**City Clerk-Treasurer
CITY OF GOSHEN**

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To: Goshen Common Council
From: Clerk-Treasurer Richard R. Aguirre
Date: April 18, 2022
Subject: City of Goshen's 2021 Annual Financial Report

On April 18, 2022, Deputy Clerk-Treasurer Jeffery Weaver will make a presentation to the Common Council about the City of Goshen's 2021 Annual Financial Report. The City's Annual Financial Report (AFR), which was filed Feb. 25, 2022, provides comprehensive financial reports for the recently concluded fiscal year and is a 63-page document that includes the City's beginning and ending cash balances of funds, disbursements, receipts, federal grants, financial assistance to non-governmental entities and a wide range of other data and information. We included a four-page summary of the AFR as part of the April 18 Council agenda packet.

Indiana state law requires that the state examiner (State Board of Accounts) receive annual financial reports from counties, cities, towns, townships, libraries, utilities and special districts. These entities are required to submit those reports via the collection systems of Gateway, the web-based system developed for use by local units to submit required information to the Department of Local Government Finance (DLGF) and the State Board of Accounts (SBOA) <https://gateway.ifionline.org>. The SBOA then uses these unaudited reports as part of their required auditing of cities and other local units.

Local units are required to use a regulatory basis of accounting (cash basis fund accounting) which complies with the financial reporting provisions set forth by the SBOA. According to the SBOA regulatory manual, "[T]he operations of each fund are accounted for with a separate set of self-balancing accounts comprised of receipts, disbursements and its investment and cash balance. Resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled."

Deputy Clerk-Treasurer Weaver will provide an overview of the 2021 Annual Financial Report to the Council and also will be available to answer questions. The overview will include a summary of fund categories and a brief description on the financial information set forth in the AFR.

Annual Financial Report



Indiana State Board of Accounts

2021

GOSHEN CIVIL CITY

Elkhart County

Submitted on 2/25/2022 5:33:00 PM

Per [IC 5-11-1-4](#) every municipality and local government is required to provide electronically and in a manner prescribed by the state examiner, financial reports for the fiscal year not later than sixty days after the close of the fiscal year.

Completion and submission of the Gateway *Annual Financial Report* (AFR) will fulfill this requirement. This document comprises all of the report outputs generated by Gateway, based on the information entered by the government unit and submitted by the government official as stipulated in state law.

Goshen Civil City, Elkhart County, Indiana
Annual Financial Report - 2021
Cash & Investments Combined Statement

	Local Fund Number	Local Fund Name	Beg Cash & Inv Bal Jan 1, 2021	Receipts	Disbursement	End Cash & Inv Bal Dec 31, 2021
Governmental Activities	101	GENERAL FUND	\$15,965,154.25	\$24,306,390.28	\$24,144,253.87	\$16,127,290.66
	150	COVID-CORONAVIRUS RELIEF	\$0.00	\$108,901.00	\$0.00	\$108,901.00
	151	COVID-CARES AIRPORT GRANT	\$0.00	\$46,043.13	\$35,877.43	\$10,165.70
	152	COVID-CDBG	\$0.00	\$157,175.96	\$157,175.96	\$0.00
	176	ARP RECOVERY	\$0.00	\$3,346,254.00	\$0.00	\$3,346,254.00
	177	ARP AVIATION RECOVERY	\$0.00	\$59,000.00	\$0.00	\$59,000.00
	201	MVH FUND	\$475,304.76	\$3,114,362.76	\$2,275,494.48	\$1,314,173.04
	202	LOCAL ROAD & STREET	\$498,240.85	\$574,174.05	\$550,284.25	\$522,130.65
	203	MVH-Restricted	\$1,284,633.21	\$665,346.12	\$427,699.69	\$1,522,279.64
	204	PARKS AND RECREATION	\$1,704,616.70	\$2,780,817.52	\$1,930,973.84	\$2,554,460.38
	206	AVIATION FUND	\$272,330.93	\$263,508.77	\$296,134.00	\$239,705.70
	215	PROBATION FUND	\$201,798.68	\$78,852.36	\$95,946.15	\$184,704.89
	217	DONATION FUND	\$1,311,517.72	\$40,974.53	\$1,037,214.65	\$315,277.60
	218	EDIT TAX FUND	\$4,248,626.52	\$2,623,730.14	\$2,806,501.29	\$4,065,855.37
	219	ECON IMPROVEMENT DISTRICT	\$115,020.02	\$57,162.73	\$65,462.34	\$106,720.41
	226	PARKING LOT	\$5,360.20	\$0.00	\$0.00	\$5,360.20
	230	FEDERAL STATE GRANTS	\$1,549,142.98	\$893,942.94	\$1,053,266.49	\$1,389,819.43
	233	LECE FUND 1	\$18,108.66	\$0.00	\$0.00	\$18,108.66
	236	RECORD PERPETUATION	\$33.80	\$121.10	\$0.00	\$154.90
	241	UNSAFE BUILDING FUND	\$151,061.61	\$18,406.35	\$1,050.00	\$168,417.96
	243	POLICE GRANT FUND	\$0.00	\$19,304.66	\$19,304.66	\$0.00

	Local Fund Number	Local Fund Name	Beg Cash & Inv Bal Jan 1, 2021	Receipts	Disbursement	End Cash & Inv Bal Dec 31, 2021
Governmental Activities	245	RAINY DAY FUND	\$2,154,516.59	\$500,000.00	\$0.00	\$2,654,516.59
	249	PUBLIC SAFETY LOIT	\$1,347,656.32	\$2,005,767.00	\$2,344,895.01	\$1,008,528.31
	274	COURT FEES	\$65,835.62	\$72,524.89	\$73,702.28	\$64,658.23
	275	PARK GIFT FUND	\$173,910.39	\$64,991.51	\$61,451.36	\$177,450.54
	276	BEAUTIFICAT/RESTORATION	\$3,426.40	\$6.88	\$0.00	\$3,433.28
	277	RESIDENTIAL LEASE FEES	\$48,157.82	\$58,292.00	\$80,895.23	\$25,554.59
	280	LECE2 FUND	\$36,473.86	\$39,594.54	\$32,843.07	\$43,225.33
	290	NON-REVERT SR RELINQ	\$400,000.00	\$0.00	\$0.00	\$400,000.00
	322	DEBT SERVICE	\$80,474.27	\$380,136.64	\$419,150.00	\$41,460.91
	323	TIF DEBT SERVICE RESERVE	\$217,393.75	\$0.00	\$0.00	\$217,393.75
	324	TIF BOND P & I PYMT FUND	\$560,783.42	\$819,000.00	\$814,003.75	\$565,779.67
	326	08 SOUTH GOSHEN - DSR	\$510,527.70	\$51.44	\$79.14	\$510,500.00
	327	BOND OPERATION & RESERVE	\$0.00	\$30,559.44	\$0.00	\$30,559.44
	401	CCI (CIGARETTE TAX) FUND	\$141,242.29	\$65,169.66	\$0.00	\$206,411.95
	402	CUMULATIVE CAP DEVELOP	\$650,289.80	\$698,308.96	\$889,177.52	\$459,421.24
	406	REDEVELOP NON-REVERTING O	\$429,218.83	\$495,915.26	\$283,630.66	\$641,503.43
	431	CCI STORM SEWER FUND	\$1,680,857.65	\$450,682.05	\$95,140.12	\$2,036,399.58
	433	CCI FIRE STATION	\$693,563.31	\$450,682.05	\$219,653.97	\$924,591.39
	439	STORM WATER MANAGEMNT	\$1,657,685.49	\$666,000.93	\$451,760.01	\$1,871,926.41
	450	MAJOR MOVE	\$4,121,631.89	\$347,004.61	\$0.00	\$4,468,636.50
	471	CEMETERY CAPITAL IMPROV.	\$58,094.65	\$11,620.00	\$0.00	\$69,714.65
	472	GENERAL IMPROVEMENT FUND	\$124,666.27	\$12,079.59	\$0.00	\$136,745.86
	473	SOUTH EAST E.D. TIF	\$9,654,209.27	\$5,542,110.65	\$3,404,855.69	\$11,791,464.23

	Local Fund Number	Local Fund Name	Beg Cash & Inv Bal Jan 1, 2021	Receipts	Disbursement	End Cash & Inv Bal Dec 31, 2021
Governmental Activities	474	TIF LIPPERT/DIERDORFF	\$65,735.95	\$193,016.13	\$4,330.93	\$254,421.15
	476	TIF NORTH US 33	\$8,027.73	\$0.00	\$0.00	\$8,027.73
	477	REDEV DISTRICT CAPITAL	\$10,841.27	\$0.00	\$0.00	\$10,841.27
	478	CDBG/HUD FUND	\$96,981.70	\$385,848.92	\$373,072.15	\$109,758.47
	479	HUD HOME	\$19,281.37	\$0.00	\$0.00	\$19,281.37
	480	CONS RR/US 33/DT TIF	\$4,753,704.59	\$3,429,283.03	\$1,304,788.93	\$6,878,198.69
	481	HUD RENTAL REHAB FUND	\$1,084.84	\$0.00	\$0.00	\$1,084.84
	484	TIF PLYMOUTH AVENUE	\$550,300.41	\$850.00	\$3,850.00	\$547,300.41
	485	2021 GO BOND PROCEEDS	\$0.00	\$3,251,779.50	\$81,557.00	\$3,170,222.50
	495	OCRA SENSORY TRAIL	\$0.00	\$0.00	\$155,322.00	-\$155,322.00
	496	2015 GOB Proceeds	\$849,472.25	\$0.00	\$0.00	\$849,472.25
	497	BROWNFIELD REVOLV LOAN	\$175,000.00	\$170,000.00	\$0.00	\$345,000.00
	610	ELECTRIC UTILITY SALE	\$2,107,018.21	\$4,223.90	\$0.00	\$2,111,242.11
	705	HEALTH INSURANCE FUND	\$297,088.21	\$5,908,426.66	\$5,966,590.86	\$238,924.01
	711	CITY COURT CASHBOOK	\$165,265.52	\$537,862.22	\$558,338.48	\$144,789.26
	801	FIRE PENSION FUND	\$285,591.81	\$465,690.60	\$526,723.65	\$224,558.76
	802	POLICE PENSION FUND	\$468,422.71	\$394,999.91	\$378,587.19	\$484,835.43
	807	OLD PY UTILITY	\$25,758.78	\$0.00	\$0.00	\$25,758.78
	812	OAKRIDGE CEMETERY ENDOW.	\$26,286.10	\$52.70	\$0.00	\$26,338.80
	813	VIOLETT CEMETERY ENDOWMNT	\$86,044.53	\$172.51	\$0.00	\$86,217.04
	815	W. GOSHEN CEMETERY ENDOW.	\$20,668.84	\$41.44	\$0.00	\$20,710.28
	817	CEMETERY PERMANENT FUND	\$127,418.32	\$11,347.00	\$0.00	\$138,765.32
	818	BEAUTIFICATN\RESTORATION	\$13,496.31	\$27.05	\$0.00	\$13,523.36

	Local Fund Number	Local Fund Name	Beg Cash & Inv Bal Jan 1, 2021	Receipts	Disbursement	End Cash & Inv Bal Dec 31, 2021
Governmental Activities	819	MILLRACE TRUST FUND	\$51,913.25	\$104.07	\$0.00	\$52,017.32
	840	CITY COURT TRUST FUND	\$12,512.78	\$1.25	\$0.00	\$12,514.03
	841	YOUTH COUNCIL FUND	\$51.51	\$0.00	\$51.51	\$0.00
		SubTotal	\$62,829,533.47	\$66,618,693.39	\$53,421,089.61	\$76,027,137.25
WASTEWATER	606	SEWER OPERATING FUND	\$1,258,085.51	\$11,141,588.71	\$11,040,013.81	\$1,359,660.41
	607	SEWER BOND AND INTEREST	\$3,679,546.50	\$4,284,571.86	\$2,706,039.69	\$5,258,078.67
	608	SEWER DEPRECIATION	\$7,567,585.01	\$1,459,301.13	\$923,312.68	\$8,103,573.46
	609	SEWER CONTRUCTION FUND	\$21,473,787.85	\$25,487.98	\$15,230,124.00	\$6,269,151.83
	650	SEWER CUSTOMER DEPOSIT	\$333,221.10	\$47,959.66	\$33,122.50	\$348,058.26
	653	BLDG. SEWER REPAIR FEE	\$41,533.86	\$22,406.00	\$18,421.43	\$45,518.43
		SubTotal	\$34,353,759.83	\$16,981,315.34	\$29,951,034.11	\$21,384,041.06
WATER	601	WATER OPERATING FUND	\$1,234,481.12	\$5,844,795.54	\$6,248,850.20	\$830,426.46
	602	WATER BOND & INTEREST	\$1,882,851.69	\$997,308.50	\$933,589.18	\$1,946,571.01
	603	WATER DEPRECIATION	\$2,669,670.13	\$1,723,055.10	\$555,558.76	\$3,837,166.47
	626	WATER CUSTOMER DEPOSIT	\$317,092.08	\$47,537.60	\$31,208.50	\$333,421.18
	654	BLDG - WATER REPAIR FEE	\$5,013.54	\$43,974.77	\$27,546.38	\$21,441.93
		SubTotal	\$6,109,108.56	\$8,656,671.51	\$7,796,753.02	\$6,969,027.05
		GRAND TOTAL	\$103,292,401.86	\$92,256,680.24	\$91,168,876.74	\$104,380,205.36



**Department of Community Development
CITY OF GOSHEN**

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

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communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: City Council

FROM: Becky Hutsell, Redevelopment Director

RE: Request for Approval of an Economic Development Agreement with Ariel Cycleworks, LLC for the Development of the former Western Rubber Property

DATE: March 21, 2022

Anderson Partners attended the February 18, 2022 Redevelopment Commission meeting and presented their updated project plans for the former Western Rubber property. Their original proposal was submitted in July 2021 and, over the past several months, has been further refined to best fit the property. The Commission approved the Economic Development Agreement for the project at the March 8, 2022 meeting and it is now being brought to the Council with a request for approval.

In summary, the development plan includes a mixed-use project including approximately 138 residential units with 5,000 square feet of commercial space within the southern building on the property. The proposed plan accounts for the site's condition as a brownfield, incorporates extensive green infrastructure to address the lack of stormwater connection within this area and has been designed to prohibit ingress/egress onto Plymouth Avenue and to provide connection to the 9th Street trail way. The developers have named the project Ariel Cycleworks as a tribute to the Ariel Bicycle company that originally existed in the northwest corner of this property and the design of the southern building adjacent to Plymouth Avenue incorporates industrial elements as a tribute to the site's history while also considering the development's placement within an existing neighborhood to ensure it fits. Anderson Partners held a neighborhood meeting last fall to gather feedback from area residents and utilized that information as they further refined their plans.

The proposed project includes a combination of HUD funding, an Economic Development Revenue Bond issued by the City and purchased by the developer and a READI grant with a total estimated investment of \$31 million dollars. The request to the Commission includes the following:

1. Issuance of a \$4.42 million-dollar Economic Development Revenue Bond with a 100% TIF pledge until the bond is repaid but no later than 25 years
2. City support for their \$5 million READI grant application to the South Bend-Elkhart Regional Partnership
3. Development of a site-specific TIF district for this project, which requires the parcel to be removed from the existing Consolidated River Race TIF and established as its own

Per the draft TIF policy that is currently being reviewed and revised by the TIF Policy Committee, standard support is recommended to be limited to a 75% TIF pledge for a term not to exceed 20 years

unless extenuating circumstances exist. For this specific project, the site lies within an area identified for redevelopment (9th Street Corridor), is a documented brownfield site and faces unusual stormwater limitations due to the unavailability of stormwater infrastructure within the area. The proposed project does address many of the desired goals within the policy as follows:

1. Most, if not all, units within the development will be priced within the 60-120% AMI rent range and will serve as “work force” housing.
2. Developer supports the essential worker housing concept and agrees to set aside 20% of the units at the time of initial lease-up and to then keep a wait list for essential workers into the future.
3. Green infrastructure will be used throughout the project to address the stormwater limitations, including pervious pavers, rain gardens, etc.
4. Overall plan achieves the goal of redevelopment of brownfield sites and neighborhood enhancement.

If approved by the City Council, work will begin for the establishment of the new TIF and the issuance of the bond and will be brought back to both groups for subsequent approvals. The developer’s goal is to begin construction for the project before the end of 2022.

A copy of the full Economic Development Agreement is attached, including the current site plan and renderings.

**GOSHEN COMMON COUNCIL
RESOLUTION 2022-06**

Economic Development Agreement with AP Development LLC and AP Cycleworks LLC

WHEREAS the City of Goshen, AP Development LLC and AP Cycleworks LLC have negotiated an agreement for the acquisition, financing and development of the real estate at 620 East Douglas Street. A copy of the Economic Development Agreement is attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Common Council that:

- (1) The terms and conditions of the Economic Development Agreement with AP Development LLC and AP Cycleworks LLC attached to and made a part of this resolution are approved.
- (2) Mayor Jeremy P. Stutsman is authorized the execute the Economic Development Agreement on behalf of the Goshen Common Council and City of Goshen.

PASSED by the Goshen Common Council on _____, 2022.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2022, at the hour of ____ : ____ .m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2022.

Jeremy P. Stutsman, Mayor

**ECONOMIC DEVELOPMENT AGREEMENT
(Ariel Cycleworks Project)**

This Economic Development Agreement ("Agreement") is entered into this ___ day of March, 2022, by and among the CITY OF GOSHEN, INDIANA (the "City"), the CITY OF GOSHEN REDEVELOPMENT COMMISSION (the "Commission" and together with the City, the "Local Government Bodies"), AP DEVELOPMENT LLC, an Indiana limited liability company ("APD"), and AP CYCLEWORKS LLC, an Indiana limited liability company ("Owner", and together with APD, the "Developer").

WHEREAS, the Commission owns certain real estate located at 620 East Douglas Street, Goshen, Elkhart County, Indiana, known as the Western Rubber Site, which real estate is particularly described on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, pursuant to procedures required by law, the City did solicit proposals for the acquisition and redevelopment of the Property; and

WHEREAS, on the due date of the proposals the City received one proposal for the acquisition and redevelopment of the Property; and

WHEREAS, the City has determined that Developer presented a qualified team and has selected Developer to redevelop the Property; and

WHEREAS, the Local Government Bodies desire to foster redevelopment and economic development within the 9th Street Corridor Area located within the City; and

WHEREAS, the Developer has proposed the development of the Property as approximately 138 apartment units and related uses with a capital investment of approximately Thirty Million Dollars (\$30,000,000) (the "Project"); and

WHEREAS, the Developer has requested certain economic development assistance from the Local Government Bodies to complete the Project; and

WHEREAS, the Local Government Bodies have determined that the completion of the Project is in the best interests of the citizens of the City and the Area (as defined in Section 5.03) and, therefore, the Local Government Bodies desire to take certain steps in order to induce the Developer to complete the Project; and

WHEREAS, to stimulate and induce the development and completion of the Project, the Local Government Bodies have agreed, subject to further proceedings as required by law, to take certain other actions all as described herein; and

WHEREAS, the Local Government Bodies have determined to enter into this Agreement in order to formalize the terms and provisions of the economic development incentives to be provided to the Developer and to memorialize each party's related rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I.

RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II.

CONVEYANCE OF PROPERTY

2.01 Purchase Price: The purchase price shall be Seventy-Five Thousand and No/100 Dollars (\$75,000) (“Purchase Price”). The Purchase Price shall be payable in cash at Closing on the acquisition of the Property by Owner or as otherwise agreed to by the parties. If required, Owner and Commission shall enter into a mutually acceptable purchase agreement (“Purchase Agreement”) for acquisition of the Property by Owner from the Commission.

ARTICLE III.

MUTUAL ASSISTANCE

3.01 Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the Local Government Bodies and to hold certain public hearings and adopt certain ordinances and resolutions) as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE IV.

PROJECT AND PROJECT DEVELOPMENT

4.01 Project.

(a) The Project shall generally consist of the improvements described in **Exhibit B** attached hereto. The Project shall be constructed substantially in accordance with the site plan attached hereto as **Exhibit C** (“Site Plan”) and the architectural renderings attached hereto as **Exhibit D** (“Preliminary Renderings”), which Site Plan and Preliminary Renderings are considered preliminary and shall be subject to modification as described in subsection 4.01(c).

(b) The Project’s projected tax increment is included as **Exhibit E** prepared by Baker Tilley as of February 17, 2022 (“TIF Projections”), attached hereto and made a part hereof. Developer’s ability to proceed is subject to the performance by the Local Government Bodies of their respective obligations under this Agreement and the closing of financing satisfactory to the Developer

(c) If Developer determines, upon consideration of market and other external factors, that substantial revisions to the Site plan are required, Developer, in consultation with the City, may modify or substitute alternate uses and configurations in the Site Plan; provided, however, the approval of the City, may not to be unreasonably withheld. The City’s approval shall be a condition to such making substantial revisions to the Site Plan. The substitution or modification shall not materially reduce the total minimum investment by the Developer set forth herein and the projected assessed value of the Project. The Project, as it may be modified from time to time, shall comply with applicable zoning laws and approval requirements.

(d) The Developer shall establish the scope, timing and budget/construction costs of the work to be funded with the Bonds. Eligible items to be funded with the Bonds include the following:

- (i) Public Infrastructure; and
- (ii) Stormwater retention/detention facilities, including but not limited to in ground and underground facilities, permeable hard surfaces and landscaping to manage stormwater on site; and
- (iii) Demolition; and
- (iv) Environmental remediation; and
- (v) Water Main Installation, including but not limited to connection to the existing public water main and service lines to the residential and commercial units within the Project; and
- (vi) Sewer Main Installation, including but not limited to connection to the existing public sewer main and service lines to the residential and commercial units within the Project; and
- (vii) Sidewalk Construction, including but not limited to construction of all sidewalks within the Project and those required by Planning & Zoning within the rights-of-way adjacent to the Project as approved and agreed to by Developer; and
- (viii) Roadway Improvements and Construction, including but limited to construction of all roadway improvements required by City departments and agreed to in writing by Developer prior to such improvements being undertaken for the adjacent public roadways, including entrances into the Project, roadway and parking improvements within

the Project and repair and restoration of roadways following any utility work required for the Project;

- (ix) Construction of footers and building slabs associated with the Project; and
- (x) Installation of all underground plumbing associated with the Project; and
- (xi) Installation of all underground water lines associated with the Project; and
- (xii) Installation of underground electrical services associated with the Project.

4.02 Commencement of Construction. Developer shall issue a Notice to Proceed for the Project within one (1) year following closing on the Project financing (the "Commencement Date"). In the event Developer does not issue a Notice to Proceed construction on or before the Commencement Date, Developer and Local Government Bodies shall work to modify this Agreement in order to complete the Project as detailed in Section 4.05.

4.03 Investment and Timing. Developer agrees that (a) the total investment for development, design and construction of the Project will be approximately Thirty Million Dollars (\$30,000,000) and (b) within thirty (30) months following the Commencement Date Developer shall make substantial progress toward completion of the Project.

4.04 Essential Worker Housing.

(a) Owner agrees that twenty percent (20%) of the residential units within the Project shall be offered to persons employed as first responders, health care workers and teachers as of the date of application for a lease ("Essential Workers") for a period of thirty (30) days from receipt of a Certificate of Occupancy for the Project from the City ("Initial Lease-up"). In the event Essential Workers have not executed a lease agreement within the Initial Lease-Up period, Owner may offer the units to any tenant.

(b) Owner agrees to maintain a waitlist of Essential Workers ("EW Waitlist"). For a period of twenty (20) years following receipt of the Certificate of Occupancy, Owner agrees to offer twenty percent (20%) of the residential units within the Project to Essential Workers on the EW Waitlist for a period of five (5) days following Owner providing notification of availability to those on the EW Waitlist. If an Essential Worker does not execute a lease agreement for the unit within five (5) days following such notification, Owner may offer the unit to others. Notwithstanding anything contained herein, Owner and the Local Government Entities agree and acknowledge that the Project will at all times comply with any and all federal, state and local fair housing laws, and that the commitment by Owner with respect to Essential Workers may be impacted by such compliance.

(c) Owner will not be required to verify a tenant's status as an Essential Worker following the execution of an initial lease agreement by an Essential Worker.

4.05 Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, pandemic, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, inability to obtain the required permits, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Developer or the Local Government Bodies are entitled to delay performance under this Agreement and (ii) the Developer or the Local Government Bodies anticipate that such permitted delay will cause a delay in their performance under this Agreement, then the Developer or the Local Government Bodies, as the case may be, agree to provide written notice to the other parties of this Agreement of the nature and the anticipated length of such delay.

4.06 Property Taxes. Developer shall be responsible for all taxes assessed on the Property upon acquisition of the Property subject to Article V.

4.07 Permits. Developer shall complete and file all necessary documentation to secure all required permits and approvals for construction and installation of the Project.

4.08 Project Standards. In addition to generally applicable requirements relating to local review and approval of the Project, the Plan Commission shall approve final detailed plans for the Project, including aspects of the Project relating to construction material and quality and esthetic standards as required by current local ordinances. The final plans shall be substantially consistent with the concepts included in the Site Plan and Preliminary Renderings, each as may be revised pursuant to Section 4.01(b), and shall be approved by the Plan Commission prior to issuance of any permits.

ARTICLE V.

PUBLIC PARTICIPATION

5.01 Zoning and Planned Unit Development. In the event the Property must be rezoned for the Project, the City shall, subject to further proceedings required by law, assist in the support of any agreed upon rezoning or variances required to complete the Project, including parking variances. Developer and Local Government Bodies shall cooperate in establishing a Planned Unit Development ("PUD") for the Project.

5.02 Taxable Economic Development Revenue Bonds. The City shall, subject to further proceedings required by law to cause the issuance of, in one or more series, taxable economic development revenue bonds, pursuant to Indiana Code 36-7-12 (the "Bonds"), in an aggregate principal amount not to exceed Six Million Two Hundred Fifty Thousand Dollars (\$6,250,000), for a period of twenty-five (25) years and at a maximum interest rate of 5.0% per annum. The Bonds will be payable solely from the TIF Revenues (as defined herein) generated by this project and as projected by the City's Financial Advisors (attached hereto) and, to the extent TIF Revenues

are insufficient to repay the Bonds (the "Deficiency Amount"), the Developer shall pay the Deficiency Amount. The Developer or an affiliate of Developer may purchase the Bonds.

5.03 Creation of Economic Development Area and Pledge of TIF Revenues. The Local Government Bodies shall each, subject to further proceedings required by law, participate and assist in the creation of, pursuant to Ind. Code §36-7-14, an Economic Development Area (the "Area") and a tax increment finance allocation area ("TIF Area"), the boundaries of each of which are coterminous with the Property. It is currently contemplated that the Project and resulting increases in assessed valuation of the real property will generate tax increment revenues (the "TIF Revenues") and the TIF Projections. The Local Government Bodies shall, subject to further proceedings required by law, pledge 100% of the TIF Revenues to the repayment of the Bonds (the "TIF Pledge"), thereby reducing the Developer's obligations to repay the Bonds. The Local Government Bodies agree that the Property is currently tax exempt and the base assessed value of the Property will continue to be \$0 for purposes of calculating TIF Revenues available for the TIF Pledge.

5.04 Referendum Property Taxes. Owner will be responsible for paying annual property taxes related to any and all school referendums approved by the Local Government Bodies.

5.05 Costs of Issuance. All of the City's reasonable third-party costs (including reasonable professional costs) relating to the negotiation of the incentive and the issuance of the Bonds ("Cost of Issuance") shall be paid from the Bond proceeds, which Costs of Issuance shall not exceed \$115,000.

5.06 Regional Development Authority. City will coordinate with its Regional Development Authority ("RDA") pursuant to Indiana Code §36-7.6-2 et seq. in order to qualify the Project for the maximum Indiana Redevelopment Tax Credit authorized under Indiana Code §6-3.1-34 and/or for the maximum Indiana READI grant authorized under Indiana Code §5-28-41.

5.07 Environmental Restrictive Covenant. Developer understands the Property is subject to an Environmental Restrictive Covenant ("ERC") with the Indiana Department of Environmental Management ("IDEM"). City will work with the Developer and IDEM to amend the ERC to allow for the Project on the Property. The City shall be responsible for all costs necessary to remove the pollutants or hazardous materials and debris if necessary to permit the Project on the Property.

ARTICLE VI.

ADDITIONAL REPRESENTATIONS, WARRANTIES COVENANTS. AND CONSENTS OF THE DEVELOPER

6.01 Authority. The Developer represents and warrants that it has all requisite authority to enter into this Agreement and will proceed with due diligence to complete the Project.

6.02 Compliance with Law. The Developer agrees to comply in all material respects with all applicable laws related to the construction, development and use of the Property and the Project.

ARTICLE VII.

AUTHORITY

7.01 Actions. The Local Government Bodies represent and warrant that they have taken or will take (subject to the Developer's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable the Local Government Bodies to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on their part to be kept and performed as provided by the terms and provisions hereof.

7.02 Powers. The Local Government Bodies represent and warrant that they have full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform their respective obligations under this Agreement, subject to section 7.03 hereof.

7.03 Future Actions. The parties acknowledge that the agreements of the Local Government Bodies under this Agreement are subject to future actions by such bodies, and by the bodies of the City of Goshen Common Council (the "Council") and the City's Economic Development Commission (the "EDC"), and compliance with statutory procedures required by law, including public notice and public hearing requirements. The Local Government Bodies agree to complete such statutory procedures, and to coordinate with the governing bodies of the Council and the EDC to complete such statutory procedures, and to take the final actions required to implement such agreements.

7.04 Representations and Warranties of the City. The City hereby makes the following representations and warranties for the purpose of inducing Developer to enter into this Agreement: (a) City has no knowledge of any off-record or undisclosed legal or equitable interest in the Property owned or claimed by any other person or entity; (b) if the Property consist of more than one parcel, all of such parcels are contiguous; (c) the rights of tenants or other possessory interests in the Property have been fully disclosed to Developer; (d) to the best of City's knowledge, there is not now, nor has there ever been any environmental condition at the Premises which has given or could give rise to (i) liability on the part of Developer to reimburse any governmental authority or other party for the costs of such clean-up or (ii) a lien or encumbrance on the Property; and (e) to the best of City's knowledge, the Property (i) contains no facilities that are subject to reporting under applicable law; and (ii) are not the site of any underground storage tanks for which notification is required under applicable law as of the date of Closing. The representations and warranties made by City under this Section 7.04 shall survive for a period of one (1) year following Closing. The foregoing representations and warranties are true as of the date of this Agreement, and shall be true as of the date of Closing.

ARTICLE VIII.

GENERAL PROVISIONS

8.01 No Agency, Partnership or Joint Venture. Nothing contained in this Agreement nor any act of the Local Government Bodies and the Developer, or any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, or if principal and agent, limited or general partnership, or joint venture between the Local Government Bodies and the Developer.

8.02 Enforcement. No entity other than Developer shall have the right to enforce the obligations of the Local Government Bodies under this Agreement; provided, however, that Developer may assign its right to enforce the obligations of the Local Government Bodies under this Agreement to any affiliate of the Developer and to investors or lenders of the Developer with the consent of the Local Government Bodies.

8.03 Breach. Before any failure of any party to this Agreement to perform its obligations hereunder shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after thirty (30) days, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity; provided, however, if such cure, being diligently pursued, is not reasonably capable of being cured within thirty (30) days, the breaching party shall have such additional time as is reasonable to cure such breach before the non-breaching party may seek any remedy available at law or equity.

8.04 No Other Agreement. The parties concur that this Agreement constitutes the parties' mutual recognition that no other contracts or agreements, oral or written, exists between them with respect to the subject matter contained herein and that if such oral or written contracts or agreements exist, such are hereby superseded. Each party hereby represents to the other that it will not rely upon any agreement, contract or understanding with respect to the subject matter hereof not reduced to writing and incorporated into this Agreement prior to the execution hereof or not reduced to writing and incorporated into written amendments to this Agreement.

8.05 Notices. All notices required to be given under this Agreement shall be mailed by certified mail, return receipt requested, or deposited with a nationally recognized overnight delivery service, properly addressed to the party to be notified, at the address set forth below:

To the City: City of Goshen, Indiana
 202 South Fifth Street
 Goshen, IN 46528
 Attention: Mayor

With a copy to: Larry Barkes
 Attorney, Goshen Redevelopment Commission
 204 East Jefferson Street
 Goshen, IN 46528

To the Redevelopment

Commission: City of Goshen Redevelopment Commission
204 East Jefferson Street, Suite 6
Goshen, IN 46528
Attention: Becky Hutsell, Redevelopment Director

To Developer: AP Development LLC
214 East Main Street
Brownsburg, IN 46112
Attention: Jonathan R. Anderson, Esq.

8.06 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.07 Amendment. This Agreement may be amended only in writing signed by each of the parties.

8.08 Assignment. Developer shall be permitted to assign this Agreement to an affiliate of Developer or an entity in which an affiliate of Developer serves as the general partner with the consent of the Local Government Bodies; provided, however, that such assignments shall not release Developer from its liability hereunder which shall remain in full force and effect. Except as permitted in this Section 8.08, neither party may assign its rights and obligations under this Agreement without the consent of the other party, which consent shall not be unreasonably delayed, conditioned or withheld. If consent is given, assignments shall not release Developer or the Local Government Bodies, as applicable, from their respective liability hereunder which shall remain in full force and effect.

8.09 Indiana Law. This Agreement and all Exhibits attached hereto shall be construed in accordance with the laws of the State of Indiana.

8.10 Venue. The parties agree that if any litigation arises out of this Agreement that such litigation shall be brought in a court of competent jurisdiction in Elkhart County, Indiana.

8.11 Waiver. No delay or failure by Developer or the Local Government Bodies to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

8.12 Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8.13 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and the Local

Government Bodies have approved or ratified this Agreement at public meetings, as required under Indiana law.

8.14 Counterparts. This Agreement may be executed in several counterparts but taken together shall be one and the same instrument and all shall be deemed originals.

8.15 Force Majeure. No party shall be liable for any failure to perform its obligations to the extent a delay in performing such obligations is due to acts of nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster, but not including weather conditions which could be reasonably anticipated), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, pandemic or interruption or failure of power sources.

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SIGNATURE PAGE TO
ECONOMIC DEVELOPMENT AGREEMENT
(Ariel Cycleworks Project)

AP DEVELOPMENT LLC

Date: March ____, 2022

By: _____
Jonathan R. Anderson, Manager

AP CYCLEWORKS LLC

Date: March ____, 2022

By: _____
Jonathan R. Anderson, Manager

CITY OF GOSHEN

Date: March ____, 2022

By: _____
Jeremy Stutsman, Mayor

**CITY OF GOSHEN REDEVELOPMENT
COMMISSION**

Date: March ____, 2022

By: _____
Vince Turner, President

Exhibit A

LEGAL DESCRIPTION

(TO BE CONFIRMED BY TITLE COMMITMENT)

A part of the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 15, Township 36 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, Indiana and more particularly described as follows:

Commencing at an iron pipe marking the intersection of the South line of the West Half (W ½) of the Northwest Quarter (NW ¼) of said Section 15 and the East line of the former C.C.C. & St. Louis Railroad right of way; thence on an assumed bearing of due North along the East line of said railroad right of way, a distance of 789.23 feet to a rebar marking the intersection of the North line of Plymouth Avenue, also the South line of the vacated portion of Plymouth Avenue as recorded in Miscellaneous Record Volume 50, page 614 of the Elkhart County Recorder's Office and the East line of said railroad right of way and the point of beginning of this description; thence continuing on a bearing of due North along the East line of said railroad right of way, a distance of 482.60 feet to a rebar marking the intersection of the South line of Douglas Street and the East line of said railroad right of way; thence South 88 degrees 58 minutes 27 seconds East along the South line of Douglas Street, a distance of 356.01 feet to a cross-cut marking the intersection of the South line of Douglas Street and the West line of Tenth Street, also the Northeast corner of Lot #10 of THOMAS ADDITION to the City of Goshen; thence South 0 degrees 02 minutes 00 seconds East along the West line of Tenth Street, a distance of 478.00 feet to a rebar marking the intersection of the West line of Tenth Street and the North line of Plymouth Avenue, also the Southeast corner of Lot #1 of PURL AND HOPE'S EAST ADDITION to the City of Goshen; thence North 88 degrees 45 minutes 00 seconds West along the North line of Plymouth Avenue, a distance of 82.5 feet to a rebar; thence South 0 degrees 02 minutes 00 seconds East along the East line of the vacated portion of Plymouth Avenue, as vacation is recorded in Miscellaneous Record Volume 50, page 614 of the Elkhart County Recorder's Office, a distance of 6.00 feet to a rebar; thence North 88 degrees 45 minutes 00 seconds West along the North line of Plymouth Avenue, also the South line of the vacated portion of Plymouth Avenue as described above a distance 273.82 feet to the point of beginning of this description.

This real estate is commonly known and referred to as 620 East Douglas Street, Goshen, Indiana 46526. Parcel No. 20-11-15-153-001.000-015.

EXHIBIT B

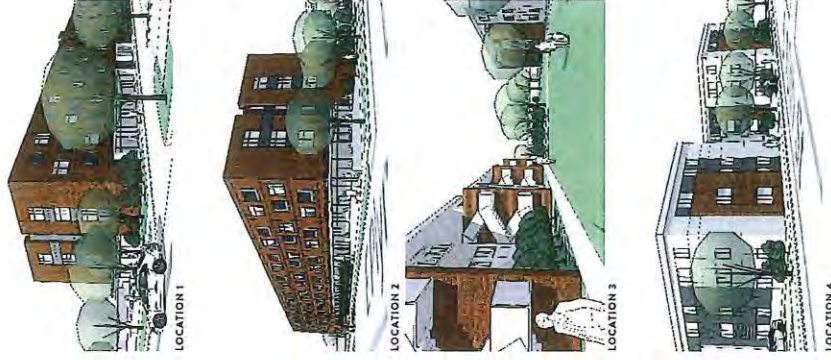
ARIEL CYCLEWORKS PROJECT DESCRIPTION

The acquisition and redevelopment of the former Western Rubber site located at 620 East Douglas Street in Goshen, Indiana as a mixed-use development containing approximately 138 units of residential apartments and approximately 5,000 SF of commercial / institutional space.

Exhibit D – Architectural Renderings Concept

DELV
DESIGN

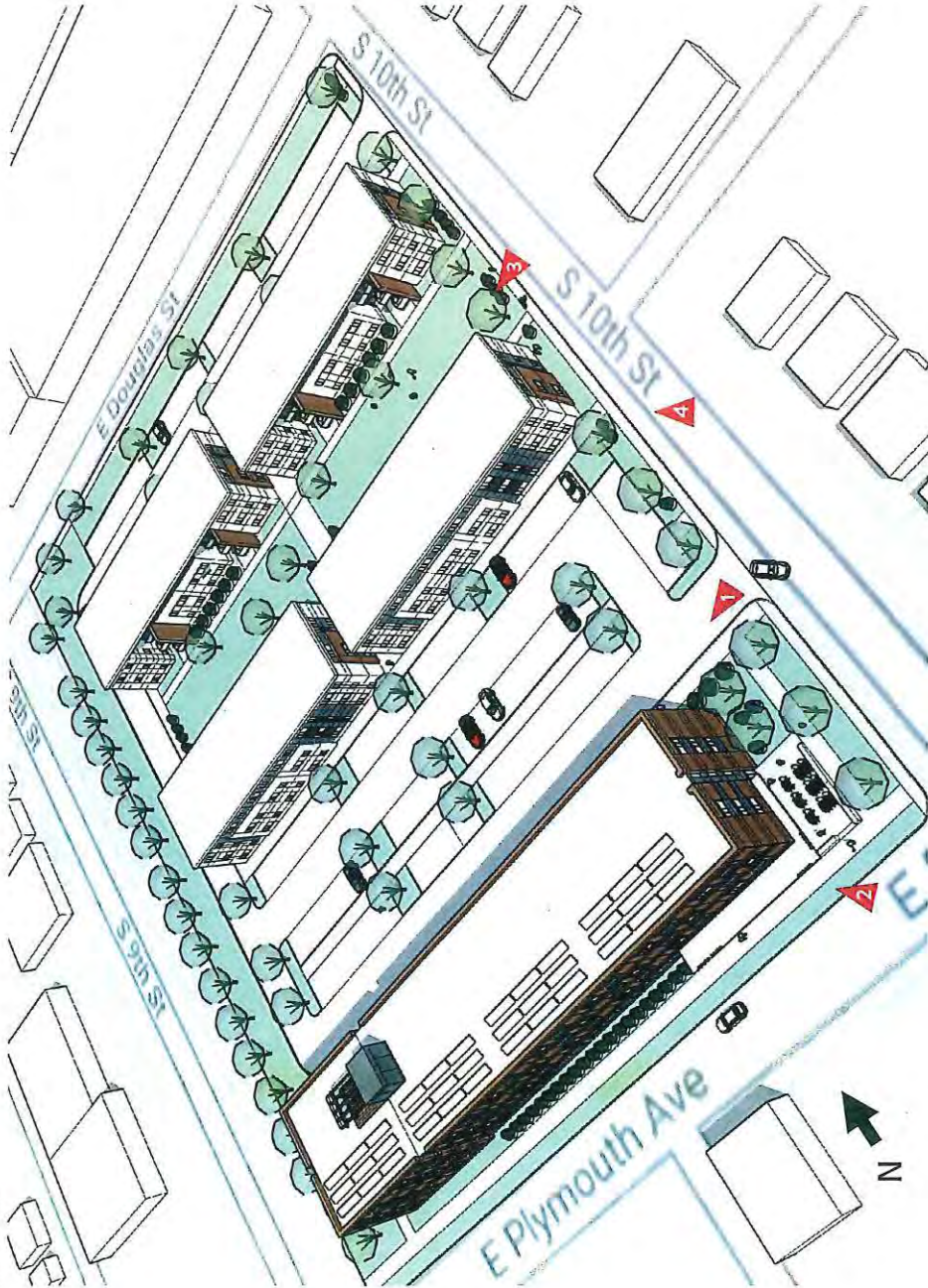
GROUND LEVEL VIEWS
LOCATIONS AS NOTED



DELV DESIGN // CONCEPT 1

ARIEL CYCLEWORKS

AXONOMETRIC VIEW
FROM SOUTHEAST



GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Western Rubber Project

ESTIMATED TAX INCREMENT FOR THE PROPOSED DEVELOPMENT

	January 1 Completion Date (1)	Estimated Sq. Ft./Acre (2)	Estimated Assessed Value / Sq. Ft./Acre (3)	Estimated Assessed Value Year Payable 2025
Proposed Development				
Apartments	2024	150,920	\$90	\$13,582,800
Commercial	2024	5,780	60	346,800
Land (4)	2024	5.13	30,000	153,900
				<hr/>
Estimated Net Assessed Value				14,083,500
Less: Base Assessed Value (5)				<hr/> 0
Estimated Incremental Assessed Value				14,083,500
Times: Net Tax Rate (6)				<hr/> \$3.4216
Sub-total				481,880
Less: Estimated Circuit Breaker Credit (7)				<hr/> (142,820)
Estimated Net Property Taxes				339,060
Less: Estimated Referendum Taxes (8)				<hr/> (53,880)
Estimated Tax Increment				285,180
Plus: Additional TIF from LIT PTRC (9)				<hr/> 24,290
Estimated Net Tax Increment (10)				<hr/><hr/>\$309,470

- (1) Per City 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 parcel 20-11-15-153-001.000-015 (the "Project Parcel") and that the Project Parcel will be assessed as primary commercial land.
- (5) Represents the pay 2022 base assessed value of the Project Parcel per the Elkhart County Auditor's office.
- (6) Represents the pay 2022 tax rate for the Goshen City-Elkhart Township taxing district of \$3.5940, 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 and 3.0% for commercial property. The Goshen Community School Corporation combined referendum tax rate of \$0.3826 does not apply to the calculation of the Circuit Breaker Tax Credit.
- (8) Represents the taxes that will be captured by the Goshen Community School Corporation combined referendum tax rate of \$0.3826.
- (9) Represents the taxes from the LIT Property Tax Replacement Credit that will be reimbursed to the Redevelopment Commission in the form of Tax Increment.
- (10) Assumes 100% 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.

(Subject to the attached letter dated February 17, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2

Western Rubber Project

ILLUSTRATIVE PROJECT COSTS AND FUNDING

Assumes 25-Year Bonds

Illustrative Project Costs:

Net proceeds available for the Project	\$4,305,000
Capitalized interest through January 1, 2025 (1)	0
Allowance for Bond issuance costs and contingencies	<u>116,000</u>
Total Illustrative Project Costs	<u><u>\$4,421,000</u></u>

Illustrative Project Funding:

Illustrative Economic Development Revenue Bonds of 2022 (2)	<u><u>\$4,421,000</u></u>
-------------------------------------------------------------	---------------------------

- (1) Assumes the Developer will forgo the interest during construction. If the Developer does not forgo interest, the net proceeds would decrease by \$463,223.
- (2) 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 February 17, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2

Western Rubber Project

**ILLUSTRATIVE AMORTIZATION OF \$4,421,000 PRINCIPAL AMOUNT OF
ECONOMIC DEVELOPMENT REVENUE BONDS OF 2022**
Assumes Bonds dated May 18, 2022.

Payment Date	Principal Outstanding	Principal	Illustrative Interest Rate (1)	Illustrative Interest	Illustrative Total Debt Service	Illustrative Fiscal Year Debt Service
07/01/22	\$4,421,000			\$21,123 (2)	\$21,123	
01/01/23	4,421,000			88,420 (2)	88,420	\$109,543
07/01/23	4,421,000			88,420 (2)	88,420	
01/01/24	4,421,000			88,420 (2)	88,420	176,840
07/01/24	4,421,000			88,420 (2)	88,420	
01/01/25	4,421,000			88,420 (2)	88,420	176,840
07/01/25	4,421,000	\$64,000	4.00%	88,420	152,420	
01/01/26	4,357,000	64,000	4.00%	87,140	151,140	303,560
07/01/26	4,293,000	67,000	4.00%	85,860	152,860	
01/01/27	4,226,000	67,000	4.00%	84,520	151,520	304,380
07/01/27	4,159,000	69,000	4.00%	83,180	152,180	
01/01/28	4,090,000	70,000	4.00%	81,800	151,800	303,980
07/01/28	4,020,000	72,000	4.00%	80,400	152,400	
01/01/29	3,948,000	73,000	4.00%	78,960	151,960	304,360
07/01/29	3,875,000	75,000	4.00%	77,500	152,500	
01/01/30	3,800,000	75,000	4.00%	76,000	151,000	303,500
07/01/30	3,725,000	78,000	4.00%	74,500	152,500	
01/01/31	3,647,000	79,000	4.00%	72,940	151,940	304,440
07/01/31	3,568,000	81,000	4.00%	71,360	152,360	
01/01/32	3,487,000	82,000	4.00%	69,740	151,740	304,100
07/01/32	3,405,000	84,000	4.00%	68,100	152,100	
01/01/33	3,321,000	85,000	4.00%	66,420	151,420	303,520
07/01/33	3,236,000	88,000	4.00%	64,720	152,720	
01/01/34	3,148,000	88,000	4.00%	62,960	150,960	303,680
07/01/34	3,060,000	91,000	4.00%	61,200	152,200	
01/01/35	2,969,000	92,000	4.00%	59,380	151,380	303,580
07/01/35	2,877,000	95,000	4.00%	57,540	152,540	
01/01/36	2,782,000	96,000	4.00%	55,640	151,640	304,180
07/01/36	2,686,000	99,000	4.00%	53,720	152,720	
01/01/37	2,587,000	100,000	4.00%	51,740	151,740	304,460
07/01/37	2,487,000	103,000	4.00%	49,740	152,740	
01/01/38	2,384,000	104,000	4.00%	47,680	151,680	304,420
07/01/38	2,280,000	107,000	4.00%	45,600	152,600	
01/01/39	2,173,000	108,000	4.00%	43,460	151,460	304,060
07/01/39	2,065,000	112,000	4.00%	41,300	153,300	
01/01/40	1,953,000	112,000	4.00%	39,060	151,060	304,360
07/01/40	1,841,000	116,000	4.00%	36,820	152,820	
01/01/41	1,725,000	117,000	4.00%	34,500	151,500	304,320
07/01/41	1,608,000	121,000	4.00%	32,160	153,160	
01/01/42	1,487,000	121,000	4.00%	29,740	150,740	303,900
07/01/42	1,366,000	126,000	4.00%	27,320	153,320	
01/01/43	1,240,000	126,000	4.00%	24,800	150,800	304,120
07/01/43	1,114,000	131,000	4.00%	22,280	153,280	
01/01/44	983,000	131,000	4.00%	19,660	150,660	303,940
07/01/44	852,000	136,000	4.00%	17,040	153,040	
01/01/45	716,000	137,000	4.00%	14,320	151,320	304,360
07/01/45	579,000	142,000	4.00%	11,580	153,580	
01/01/46	437,000	142,000	4.00%	8,740	150,740	304,320
07/01/46	295,000	147,000	4.00%	5,900	152,900	
01/01/47	148,000	148,000	4.00%	2,960	150,960	303,860
Totals		<u>\$4,421,000</u>		<u>\$2,731,623</u>	<u>\$7,152,623</u>	<u>\$7,152,623</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.

(2) Assumes the developer will forgo the interest during construction.

(Subject to the attached letter dated February 17, 2022)

(Preliminary - Subject to Change)

(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2

Western Rubber Project

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

Assumes 25-Year Bonds

Taxes Payable Year	Estimated Pledged Tax Increment	Allowance for TIF Administration Fees	Net Tax Increment	Illustrative Debt Service	Estimated Tax Increment Remaining
	(1)			(2)	
2025	\$309,470	(\$5,000)	\$304,470	(\$303,560)	\$910
2026	309,470	(5,000)	304,470	(304,380)	90
2027	309,470	(5,000)	304,470	(303,980)	490
2028	309,470	(5,000)	304,470	(304,360)	110
2029	309,470	(5,000)	304,470	(303,500)	970
2030	309,470	(5,000)	304,470	(304,440)	30
2031	309,470	(5,000)	304,470	(304,100)	370
2032	309,470	(5,000)	304,470	(303,520)	950
2033	309,470	(5,000)	304,470	(303,680)	790
2034	309,470	(5,000)	304,470	(303,580)	890
2035	309,470	(5,000)	304,470	(304,180)	290
2036	309,470	(5,000)	304,470	(304,460)	10
2037	309,470	(5,000)	304,470	(304,420)	50
2038	309,470	(5,000)	304,470	(304,060)	410
2039	309,470	(5,000)	304,470	(304,360)	110
2040	309,470	(5,000)	304,470	(304,320)	150
2041	309,470	(5,000)	304,470	(303,900)	570
2042	309,470	(5,000)	304,470	(304,120)	350
2043	309,470	(5,000)	304,470	(303,940)	530
2044	309,470	(5,000)	304,470	(304,360)	110
2045	309,470	(5,000)	304,470	(304,320)	150
2046	309,470	(5,000)	304,470	(303,860)	610
Totals	<u>\$6,808,340</u>	<u>(\$110,000)</u>	<u>\$6,698,340</u>	<u>(\$6,689,400)</u>	<u>\$8,940</u>

(1) See page 2. Assumes 100% of the Tax Increment is pledged for debt service on the Bonds.

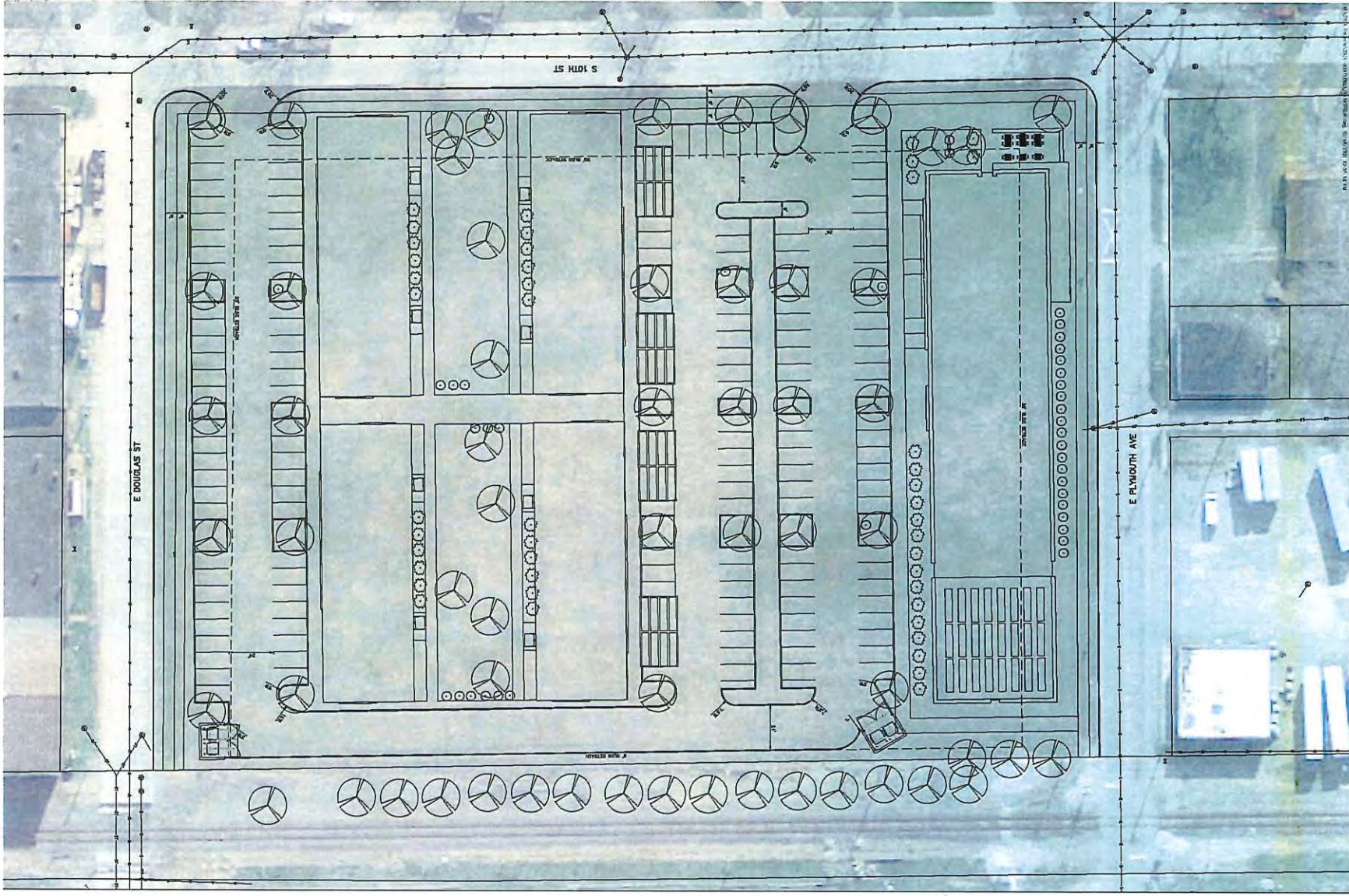
(2) See page 7.

(Subject to the attached letter dated February 17, 2022)

(Preliminary - Subject to Change)

(For Internal Use Only)

Exhibit C - SITE PLAN CONCEPT



Ariel Cycleworks

REDEVELOPMENT COMMISSION MEETING

GOSHEN, INDIANA

February 18, 2022

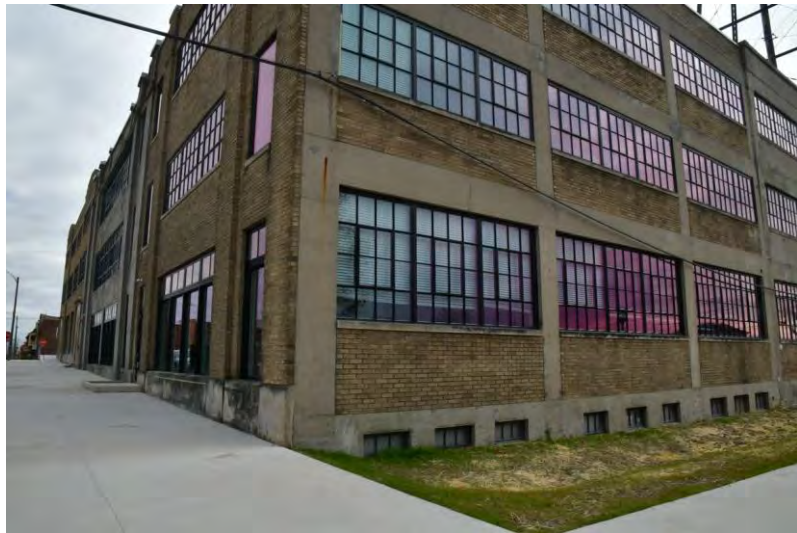




CENTRAL LOFTS – Evansville, IN



UB BLOCK – Huntington, IN



BACKSTAY LOFTS – Union City, IN



BEN HUR HOTEL – Crawfordsville, IN

Ariel Cycleworks aligns with City's 9th Street Corridor Redevelopment Goals

- Create a Mixed-use Redevelopment Project
 - 4,000 SF Maker Space and 1,000 SF coffee shop
 - 145 units of market rate entry level apartments
- Sustainable Environmental and Energy Design
 - Storm water
 - Energy efficiency as feasible
- Connect development green space to 9th St. trail and school networks
- Partner with Goshen Schools, Goshen College and other institutions on Maker Space that reflects the industrial heritage and entrepreneurship of the 9th St. Corridor



ARIEL CYCLEWORKS – PRECEDENT IMAGES



ARIEL CYCLEWORKS

AXONOMETRIC VIEW FROM SOUTHEAST



GROUND LEVEL VIEWS LOCATIONS AS NOTED



LOCATION 1



LOCATION 2

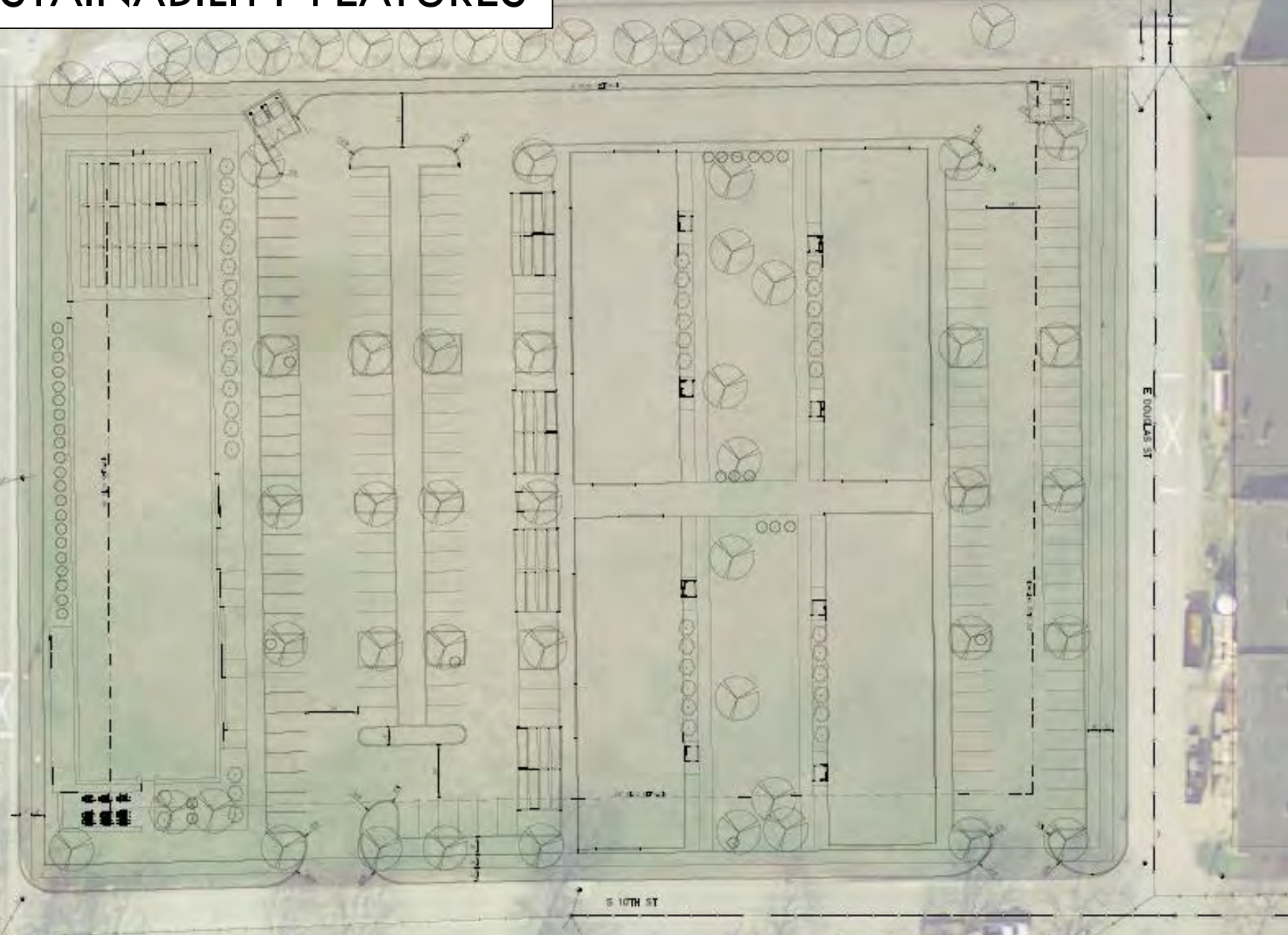


LOCATION 3



LOCATION 4

ARIEL CYCLEWORKS – SUSTAINABILITY FEATURES



ARIEL CYCLEWORKS – PROJECT INFRASTRUCTURE COST ESTIMATES

Site Preparation & Grading	\$	175,000
Drinking Water & Sanitary Sewer lines	\$	565,721
Storm Water Controls	\$	3,077,620
Sidewalks	\$	173,320
Street Repaving, Pervious Pavers, and Curbs	\$	677,400
Community Amenities in central Green Area	\$	500,000
<u>Engineering Design, Construction, & Inspection</u>	<u>\$</u>	<u>982,122</u>
TOTAL Project Infrastructure Estimate	\$	6,151,183

ARIEL CYCLEWORKS – TOTAL PROJECT DEVELOPMENT COSTS

DEVELOPMENT COSTS - USES	Total	\$/Unit	\$/SF
Real Estate Acquisition Costs	\$ 75,000	\$ 517.24	\$ 0.48
Project Infrastructure	\$ 6,151,183	\$ 42,422	\$ 39.25
Building Construction Costs/SF	\$ 18,237,052	\$ 125,773	\$ 116.38
Total Construction Costs	\$ 24,463,235	\$ 168,712	\$ 156.11
Design and Engineering	5% \$ 1,691,516	\$ 11,666	\$ 10.79
HUD Financing Costs, Finance Costs, Interest, Legal and Closing Costs	7% \$ 1,620,023	\$ 11,173	\$ 10.34
Contingency and Reserves	5% \$ 1,743,755	\$ 12,026	\$ 11.13
Developer Fee (Invested into Project)	\$ 2,480,000	\$ 17,103	\$ 15.83
TOTAL DEVELOPMENT COSTS	\$ 31,998,529	\$ 220,680	\$ 204.19

ARIEL CYCLEWORKS – TOTAL PROJECT FINANCIAL SOURCES

Financial Sources - Construction/Permanent	TDC%	Amount
Developer Contribution	8.00%	\$ 2,480,000
Construction Loan HUD	76.6%	\$ 24,518,529
- Debt Serviced by Project Revenues		\$ 20,018,529
- Debt Serviced by Project-based TIF		\$ 4,500,000
City of Goshen	0.00%	\$ -
IRTC Tax Credit/READI - State	15.6%	\$ 5,000,000
TOTAL SOURCES	100%	\$ 31,998,529
Value Creation without public investment		
Cap Rate		8.0%
Projected Assessed Value per Baker Tilly		\$ 14,083,500

Financial GAP closed by:

- Deferred Dev Fees
- 100% TIF to Increase HUD Loan Debt
- NO Direct City Funds
- READI Grant

Financial GAP
\$17M per Baker Tilley

ARIEL CYCLEWORKS



AXONOMETRIC VIEW

FROM SOUTHEAST



GROUND LEVEL VIEWS

LOCATIONS AS NOTED



LOCATION 1



LOCATION 2



LOCATION 3



LOCATION 4



Rhonda L. Yoder, AICP
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhodayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Common Council
FROM: Rhonda L. Yoder, City Planner
DATE: April 18, 2022
RE: Ordinance 5118

The Goshen Plan Commission met on March 15, 2022, in regular session and considered a request for a B-4 major change and preliminary site plan approval for the Willow Lakes of Goshen (planned shopping center) to allow a self-storage facility (Warehousing, Mini, not permitted in the B-4 District), including two freestanding signs, a 6' fence located within the front yard setback along Ferndale Road, and self-storage parking requirements, for subject property containing ±3.98 acres, zoned Commercial B-4 District, and generally located at the southeast corner of Ferndale Road and Willows Way, with the following outcome:

Forwarded to the Goshen Common Council with a favorable recommendation by a vote of 7-0.

The recommendation is based upon the following, with the following conditions:

1. The proposed major change and preliminary site plan is consistent with the overall Willow Lakes of Goshen development, as originally established and as amended.
2. The self-storage use is a low-intensity use that will complement, and not adversely impact, the adjacent residential land uses.
3. The B-4 major change approves the following:
 - Self-storage use;
 - Two monument freestanding signs, with each sign limited to 32 square feet in area and 8' in height, and with the sign located along Ferndale Road required to be non-illuminated (internally and externally);
 - A 6' fence within the front yard setback along Ferndale Road, with the fence located outside the drainage easement and detention basin, but placed as far east as possible to accommodate taller tree species along Ferndale Road;
 - Parking following the Zoning Ordinance requirement for mini warehousing (self-storage).
4. The approved preliminary site plan is *Ferndale Road Self-Storage Facility*, Sheet C1.0, dated 02/28/2022, prepared by Abonmarche, subject to required revisions.
5. Following standard B-4 District requirements, no outside storage is permitted and no barbed wire is permitted with the fence.
6. A final landscape plan shall be submitted with the B-4 final site plan, including alternating deciduous and coniferous trees along Ferndale Road, with mature size based on the distance from the overhead wires, listing all plant material, with common and botanical names, and size at planting and height at maturity for all tree species. Landscaping shall be installed per the approved landscape plan, inspected by the Planning office before a Certificate of Occupancy is issued.
7. A lighting plan shall be submitted with the B-4 final site plan, demonstrating that lighting remains on site, except as needed for safety at the site entrance along Willows Way.
8. The B-4 final site plan shall be submitted as part of the City's administrative site plan review, Technical Review, and Technical Review will include review by Goshen Engineering and Goshen Fire. Review must be completed before a zoning clearance/building permit is issued.
9. All developmental requirements not varied by the major change shall be met.

Comments prior to and at Plan Commission included:

- Access
- View of fence and buildings
- Maintenance of facility & system to receive complaints
- Impact on residential neighborhoods – lighting, traffic

Ordinance 5118

An Ordinance to Amend the Willow Lakes of Goshen (Planned Shopping Center), Ordinance 3770, and Ordinances 3998 and 4009

WHEREAS HSN, LLC, and Abonmarche Consultants, submitted an application on the 23rd day of February 2022 for a Major Change to a previously approved Planned Shopping Center Ordinance, and the Goshen City Plan Commission did after proper legal notice conduct a public hearing on said Petition as provided by the Law on the 15th day of March 2022 and recommended the adoption of this Ordinance, by a vote of 7-0.

NOW, THEREFORE be it ordained by the Common Council of the City of Goshen, Indiana, that:

For the property generally located at the southeast corner of Ferndale Road and Willows Way, part of the Willow Lakes of Goshen Planned Shopping Center, and more particularly described as follows:

A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 5 EAST, CONCORD TOWNSHIP, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, NORTH 0 DEGREES 13 MINUTES 15 SECONDS EAST, 1283.60 FEET; THENCE NORTH 86 DEGREES 31 MINUTES 2 SECONDS EAST 40.08 FEET TO A POINT ON THE EAST BOUNDARY OF COUNTY ROAD 15, AS DEDICATED TO ELKHART COUNTY BY INSTRUMENT RECORDED IN DEED RECORD 2001-28837, AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE SAID EAST BOUNDARY NORTH 0 DEGREES 13 MINUTES 15 SECONDS EAST, 415.38 FEET; THENCE EASTERLY 65.50 FEET ALONG A NON-TANGENT ARC TO THE RIGHT HAVING A RADIUS OF 43 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 86 DEGREES 1 MINUTE 20 SECONDS EAST 59.35 FEET; THENCE SOUTH 42 DEGREES 23 MINUTES 0 SECONDS EAST 44.01 FEET; THENCE SOUTHEASTERLY 108.04 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 130 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 66 DEGREES 11 MINUTES 30 SECONDS EAST 104.96 FEET; THENCE NORTH 90 DEGREES 0 MINUTES 0 SECONDS EAST 295.19 FEET; THENCE EASTERLY 33.77 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 95 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 79 DEGREES 48 MINUTES 54 SECONDS EAST 33.60 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 24 SECONDS EAST 91.81 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 24 SECONDS EAST 207.24 FEET; THENCE SOUTH 86 DEGREES 31 MINUTES 2 SECONDS WEST 516.62 FEET TO THE PLACE OF BEGINNING.

To amend Ordinances 3770, 3998 and 4009 as follows:

1. In addition to requirements established by Ordinances 3770, 3998 and 4009 additional requirements are established by this Ordinance.
2. That the Goshen Plan Commission did after a public hearing determine the amendment to be a Major Change.
3. The B-4 major change approves the following:
 - Self-storage use;
 - Two monument freestanding signs, with each sign limited to 32 square feet in area and 8' in height, and with the sign located along Ferndale Road required to be non-illuminated (internally and externally);
 - A 6' fence within the front yard setback along Ferndale Road, with the fence located outside the drainage easement and detention basin, but placed as far east as possible to accommodate taller tree species along Ferndale Road;

- Parking following the Zoning Ordinance requirement for mini warehousing (self-storage).
4. The approved preliminary site plan is *Ferndale Road Self-Storage Facility*, Sheet C1.0, dated 02/28/2022, prepared by Abonmarche, subject to required revisions.
 5. Following standard B-4 District requirements, no outside storage is permitted and no barbed wire is permitted with the fence.
 6. A final landscape plan shall be submitted with the B-4 final site plan, including alternating deciduous and coniferous trees along Ferndale Road, with mature size based on the distance from the overhead wires, listing all plant material, with common and botanical names, and size at planting and height at maturity for all tree species. Landscaping shall be installed per the approved landscape plan, inspected by the Planning office before a Certificate of Occupancy is issued.
 7. A lighting plan shall be submitted with the B-4 final site plan, demonstrating that lighting remains on site, except as needed for safety at the site entrance along Willows Way.
 8. The B-4 final site plan shall be submitted as part of the City's administrative site plan review, Technical Review, and Technical Review will include review by Goshen Engineering and Goshen Fire. Review must be completed before a zoning clearance/building permit is issued.
 9. All developmental requirements not varied by the major change shall be met.

PASSED by the Common Council of the City of Goshen on _____, 2022.

 Presiding Officer

Attest:

 Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2022 at _____ a.m./p.m.

 Richard R. Aguirre, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on _____, 2022.

 Jeremy P. Stutsman, Mayor

To: Goshen City Plan Commission/Goshen Common Council
From: Rhonda L. Yoder, Planning & Zoning Administrator
Subject: 22-03MA, B-4 Major Change & Preliminary Site Plan Approval (*public hearings*)
Willow Lakes of Goshen (Planned Shopping Center)
Date: March 15, 2022

ANALYSIS

HSN, LLC and Abonmarche Consultants request a B-4 major change to the Willow Lakes of Goshen (planned shopping center) and preliminary site plan approval to allow a self-storage facility (Warehousing, Mini, not permitted in the B-4 District), including two freestanding signs, a 6' fence located within the front yard setback along Ferndale Road, and self-storage parking requirements. The subject property contains ±3.98 acres, is zoned Commercial B-4 District, and is generally located at the southeast corner of Ferndale Road and Willows Way.

The Willow Lakes of Goshen (zoned B-4, planned shopping center) is part of an overall Willows development that includes a residential area (zoned R-4, mobile home park/subdivision). Both B-4 and R-4 districts function similarly to a Planned Unit Development (PUD) in that development is tied to a site plan.

The overall Willows development began in 1996 and jurisdiction was transferred from Elkhart County to the City of Goshen for the entire area. The R-4 area was annexed in 1998 and portions of the B-4 area were annexed in 2000 and 2003. The subject property is part of a small area that remains unannexed but under the jurisdiction of the City of Goshen.

The original R-4 and B-4 ordinances were adopted in 1997, and minor changes were approved for the B-4 area in 2000, with the most recent overall B-4 preliminary site plan approved by Ordinance 3998 in January 2001 (enclosed). The 2001 B-4 preliminary plan included the Target/Kohl's area and an area to the south (including the subject property) for an office complex. Uses and developmental standards follow the B-4 District in the area zoned B-4.

The current petition seeks approval for an automated self-storage facility with eight buildings. There will be no on-site office. The major change is required because self-storage facilities (warehousing, mini) are not a permitted use in the B-4 District. They are permitted in the Commercial B-3 District and in Industrial M-1 and M-2 Districts. Approval of the preliminary site plan is requested with the major change.

According to Goshen Zoning Ordinance (ZO) Section 6240.5, a change of use is a major change, which is part of the current request. The request includes several developmental components, to allow two freestanding signs, a 6' fence within the front yard setback along Ferndale Road, and self-storage parking requirements.

Self-Storage Use

The proposed automated self-storage use, with no office and no on-site employees, will be a less intense use than the originally proposed office development, and will provide a service to the adjacent residential neighborhoods. The proposed use is not out of character with the preliminary site plan, which included multiple buildings.

Two Freestanding Signs

The preliminary site plan shows two freestanding signs, one along Ferndale Road and one on Willows Way near the self-storage entrance. No details about the two freestanding signs were provided. The B-4 District does permit more than one freestanding sign based on total frontage, but in this case Willows Way is a private drive that doesn't qualify as frontage, so the two freestanding signs need to be approved as part of the major change/site plan.

The freestanding sign located along Ferndale Road is required to be non-illuminated (internally and externally) because of the residential land use across the street. Staff recommends each freestanding sign be a monument sign, and that each sign not exceed 32 square feet in area and 8' in height. A landscaped area is required around each freestanding sign, two (2) square feet in area for each one (1) square foot of sign face (one side). A minimum 5' setback is required from the leading edge of the sign to the property/right of way line, subject to visibility requirements.

Fence

Along Ferndale Road, the B-4 District requires a 50' front building setback. In business districts, a fence located within a front yard is limited to 4' in height. In this case, a 6' chain link fence is proposed approximately 20' from the Ferndale Road property line. Landscaping will be planted along Ferndale Road, between the proposed fence and the west property line, and the fence will not be located in a visibility area. There are several constraints to placing the fence at the 50' setback line, including a drainage easement and detention basin. Along Ferndale Road where the fence can be pushed back (where there is no drainage easement or detention basin), it should be placed farther to the east so taller trees can be planted along the existing berm. There are overhead power lines along Ferndale Road at the front property line, so where the fence can be pushed back it should be placed as far east as possible to accommodate taller tree species.

On-Site Parking

The preliminary site plan approved in 2001 includes a parking requirement for the office area of one space per 240 square feet, or 210 spaces total. This is similar to the B-4 District parking requirement of five spaces per 1,000 square feet of gross floor area. The Zoning Ordinance requirement for mini warehousing (self-storage) is one per two employees. Because the proposed self-storage use will not have employees or retail customers, the Zoning Ordinance parking requirement for mini warehousing should be applied.

Landscaping

The preliminary site plan approved in 2001 included a landscape buffer along Ferndale Road, with a short berm and alternating tall deciduous and coniferous trees. The proposed self-storage site has an existing berm, with overhead power lines along the front property line. With the overhead power lines, small tree species (up to 20' at maturity) are required within 10 lateral feet of the overhead wires, and medium species (up to 40' at maturity) within 20 lateral feet of the overhead wires. In areas where the fence can be moved back, large species (over 40' at maturity) could be planted. The final landscape plan should include alternating deciduous and coniferous trees along Ferndale Road, with mature size based on the distance from the overhead wires.

The preliminary site plan does not require screening along the south property line. There is an existing masonry fence along the south property line, and there is natural separation from the residential homes in The Willows because of the large easements associated with the underground gas pipeline to the south, which is greenspace in the R-4 area.

Several standard B-4 District restrictions will apply to the site:

- No outside storage; and
- No barbed wire with the fence.

Additional requirements allowed by the B-4 District to minimize impacts on adjacent residential properties include review of lighting, and a lighting plan should be required as part of the site plan review, demonstrating that lighting remains on site.

The proposed major change and preliminary site plan is consistent with the overall Willow Lakes of Goshen development, as originally established and as amended, and is a low-intensity use that will complement, and not adversely impact, the adjacent residential land uses.

RECOMMENDATIONS

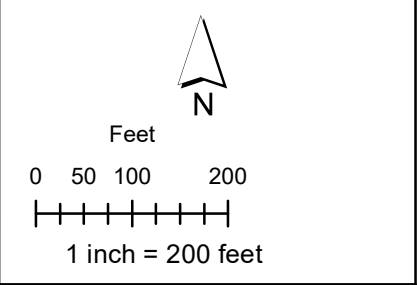
Staff recommends the Plan Commission forward a favorable recommendation to the Goshen Common Council, and the Goshen Common Council approve the B-4 major change and preliminary site plan to allow a self-storage facility, including two freestanding signs, a 6' fence located within the front yard setback along Ferndale Road, and self-storage parking requirements, based upon the following and with the following conditions:

1. The proposed major change and preliminary site plan is consistent with the overall Willow Lakes of Goshen development, as originally established and as amended.
2. The self-storage use is a low-intensity use that will complement, and not adversely impact, the adjacent residential land uses.
3. The B-4 major change approves the following:
 - Self-storage use;
 - Two monument freestanding signs, with each sign limited to 32 square feet in area and 8' in height, and with the sign located along Ferndale Road required to be non-illuminated (internally and externally);

- A 6' fence within the front yard setback along Ferndale Road, with the fence located outside the drainage easement and detention basin, but placed as far east as possible to accommodate taller tree species along Ferndale Road;
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 9. All developmental requirements not varied by the major change shall be met.



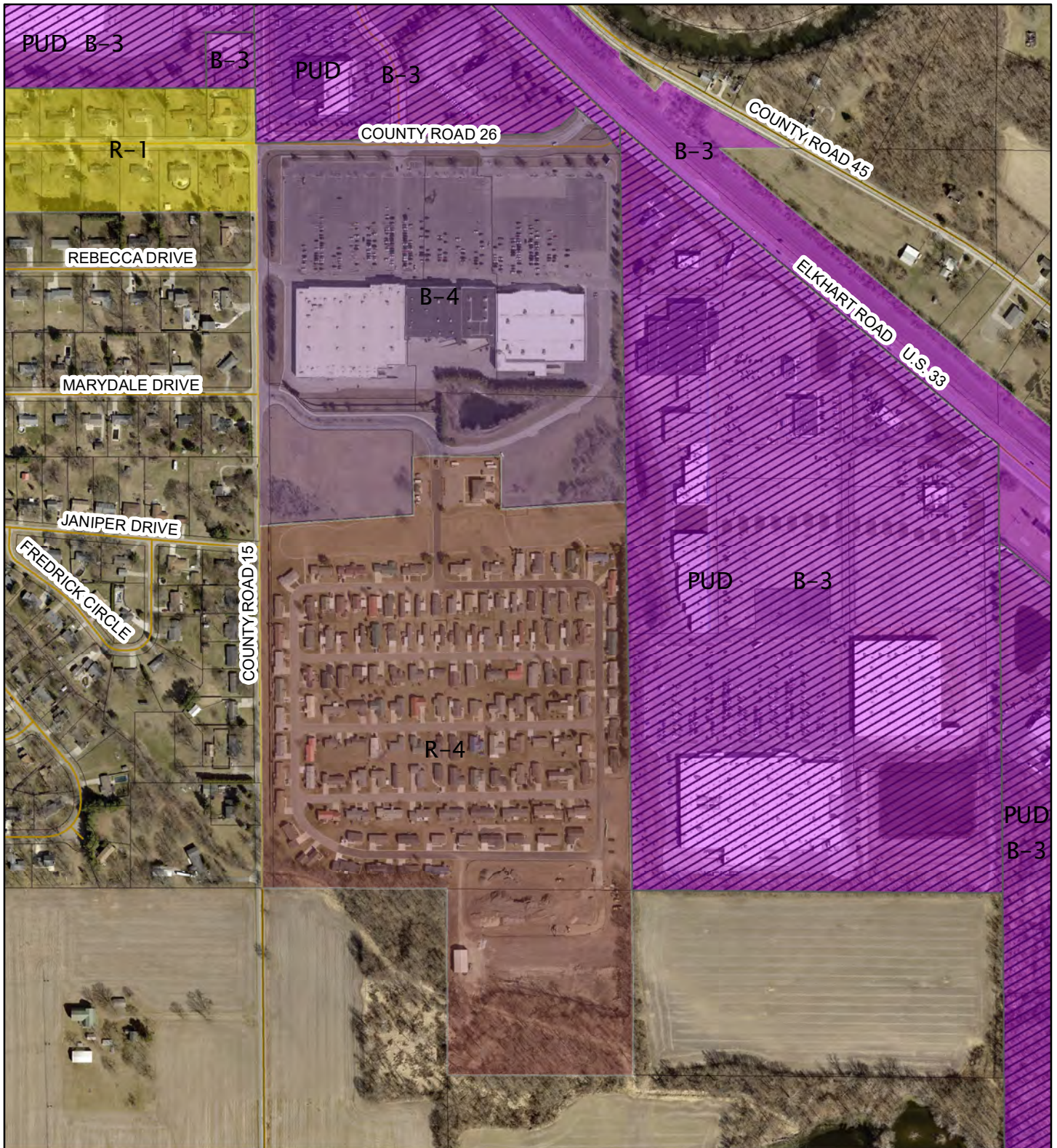
The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.



Willows B-4 MA Change

2021 Aerial
 Printed February 22, 2022

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



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1 inch = 500 feet

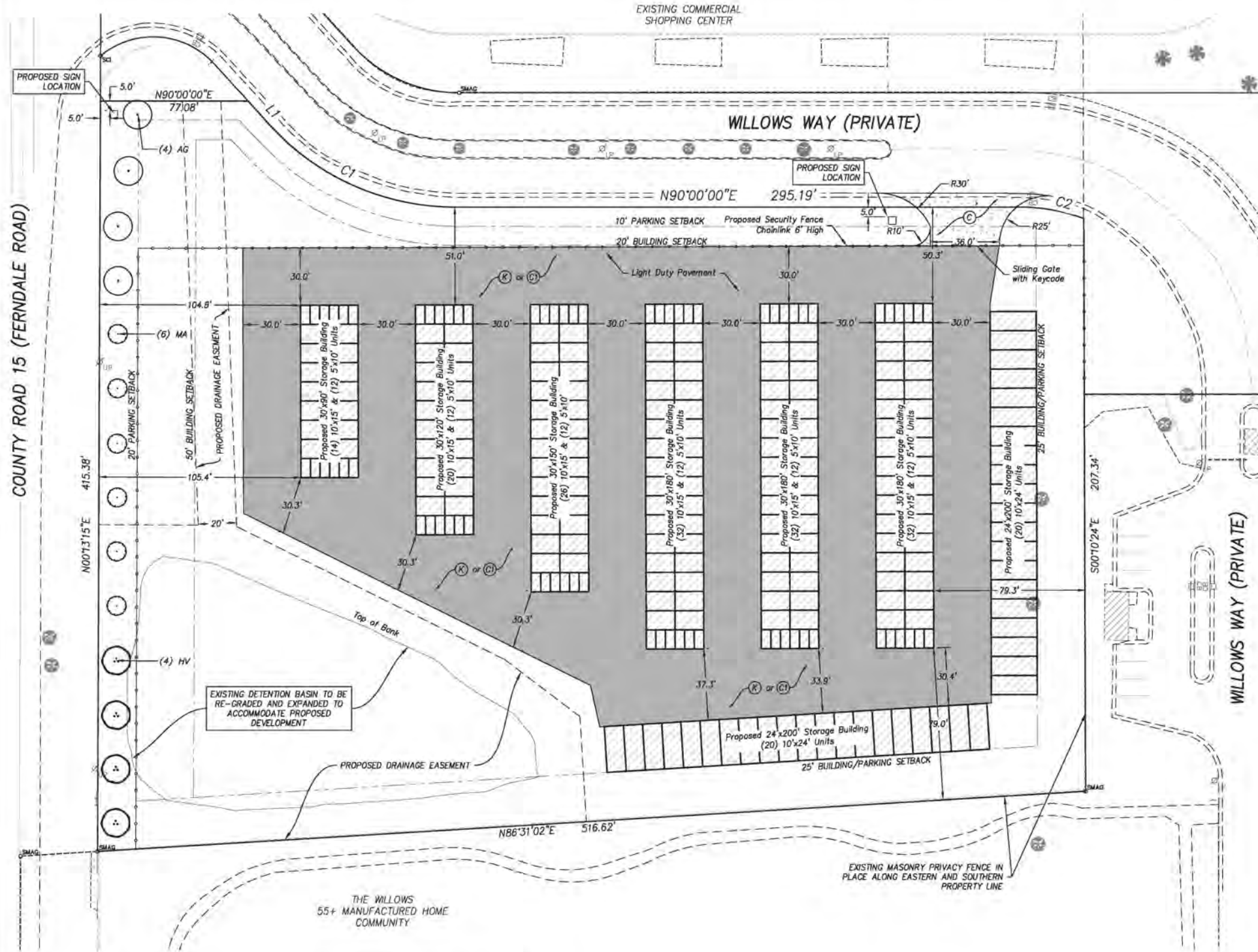
Willows - B-4 and R-4 Areas

Zoning Map & 2021 Aerial
 Printed March 4, 2022

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

DETAILED SITE PLANS FOR: FERNDALE ROAD SELF-STORAGE FACILITY

PART OF THE NORTHWEST QUARTER (NE 1/4) OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 5 EAST, CONCORD TOWNSHIP, ELKHART COUNTY, INDIANA



GENERAL NOTES

- Property Zoning: "B-4" (Planned Shopping Center) District
Existing Land Use: Vacant Land
Proposed Land Use: Self-Storage Facility
Acreage: 4.0±
- Building setbacks shall be in accordance with the City of Goshen Zoning Ordinance.
- The proposed project will not have an office or plumbing; therefore, not require connection to City of Goshen sanitary sewer and water.
- Site drainage shall be managed onsite with an existing retention basin basin. This existing retention basin also takes in stormwater from part of the existing private access drive and part of the Willows Mobile Home Park.
- Proposed driveways shall be paved and privately owned.
- All radii dimensions are to edge of pavement unless otherwise noted.
- All landscaping, site lighting, and signage shall be in accordance with the City of Goshen Zoning Ordinance unless the proper variances have been obtained.
- B-4 major change to the Willow Lakes of Goshen (planned shopping center) and preliminary site plan approval to allow a self-storage facility (Warehousing, Mini, not permitted in the B-4 District), including two freestanding signs, a 6' fence located within the front yard setback, and self-storage parking requirements.

FLOOD NOTE

The subject property is within an area designated as Zone X "Areas determined to be outside the 0.2% annual chance floodplain" as determined from FEMA FIRM Panel Numbers 18039C023210 and 18039C023220 with an effective date of August 2, 2011.

LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 5 EAST, CONCORD TOWNSHIP, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, NORTH 0 DEGREES 13 MINUTES 15 SECONDS EAST, 1283.60 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 2 SECONDS EAST 40.00 FEET TO A POINT ON THE EAST BOUNDARY OF COUNTY ROAD 15, AS DEDICATED TO ELKHART COUNTY BY INSTRUMENT RECORDED IN DEED RECORD 2001-28837, AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE SAID EAST BOUNDARY NORTH 0 DEGREES 13 MINUTES 15 SECONDS EAST, 415.38 FEET; THENCE EASTERLY 65.50 FEET ALONG A NON-TANGENT ARC TO THE RIGHT HAVING A RADIUS OF 43 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 86 DEGREES 1 MINUTE 20 SECONDS EAST 59.35 FEET; THENCE SOUTH 42 DEGREES 23 MINUTES 0 SECONDS EAST 44.01 FEET; THENCE SOUTHEASTERLY 108.04 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 130 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 66 DEGREES 11 MINUTES 30 SECONDS EAST 104.96 FEET; THENCE NORTH 90 DEGREES 0 MINUTES 0 SECONDS EAST 295.19 FEET; THENCE EASTERLY 33.77 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 95 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 79 DEGREES 48 MINUTES 54 SECONDS EAST 33.60 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 24 SECONDS EAST 91.81 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 24 SECONDS EAST 207.24 FEET; THENCE SOUTH 86 DEGREES 31 MINUTES 2 SECONDS WEST 516.62 FEET TO THE PLACE OF BEGINNING.

UNIT TYPE SCHEDULE

DIMENSIONS	40 UNITS
10' x 24'	40 UNITS
10' x 15'	156 UNITS
5' x 10'	72 UNITS
TOTAL	268 UNITS

TABULATED SITE DATA

TOTAL SITE AREA = 4.0± Acres

PROPOSED LAND COVERAGE	AREA (Acres)	PERCENTAGE
Proposed Building	0.8	20.0%
Proposed Hard Surface	1.1	27.5%
Lawn / Open Space	2.1	52.5%
TOTAL	4.0±	100.0%

PAVEMENT RECOMMENDATIONS

CONTRACTOR SHALL FOLLOW CURRENT INDOT SPECIFICATION FOR ALL PAVEMENT MATERIALS AND INSTALLATION PROCEDURE.

- (C) RIGID CONCRETE PAVEMENT
 - 6" Class "A" Concrete with Fiber Reinforcement or 6"x6" W.W.M.
 - 6" Compacted INDOT #53 Aggregate Base
 - Curing compound, Light broom finish perpendicular to traffic direction
 - All joints in accordance with ACI 330, not to exceed 15' x 15'
 - Sawcut joints, 2" deep, install silicon joint sealant
 - If multiple pours, construction joints in accordance with ACI 330
 - Install 1/2" expansion joints with elastomeric filler adjacent to buildings
 - Install thickened edge on all edges (See Sheet C4.0)
- (C) DRIVE APPROACH (PER CITY STANDARDS)
 - 8" Class "A" Concrete
 - 6" Compacted INDOT #53 Aggregate Base
- (K) STANDARD DUTY ASPHALT PAVEMENT
 - 1 1/2" HMA Surface (165 lbs/syd)
 - 3 1/2" HMA Base (385 lbs/syd)
 - 6" Compacted INDOT #53 Aggregate Base

LANDSCAPE CALCULATIONS

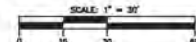
Streetside:
Required: 1 large tree / 60', 1 medium tree / 40', or 1 small tree / 30'
County Road 15: 415' / 30' = (13.8) 14 Small Trees

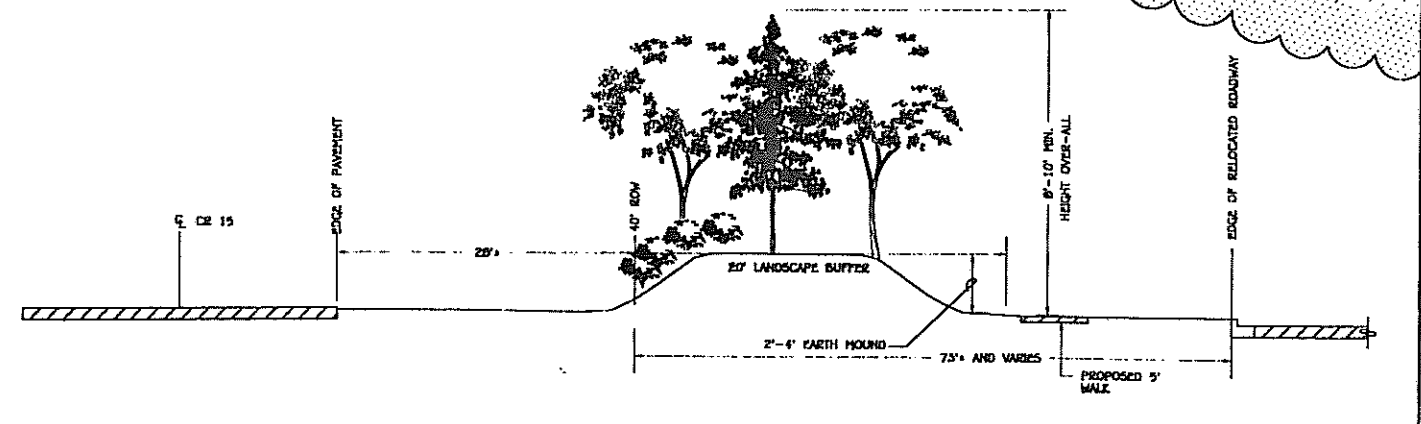
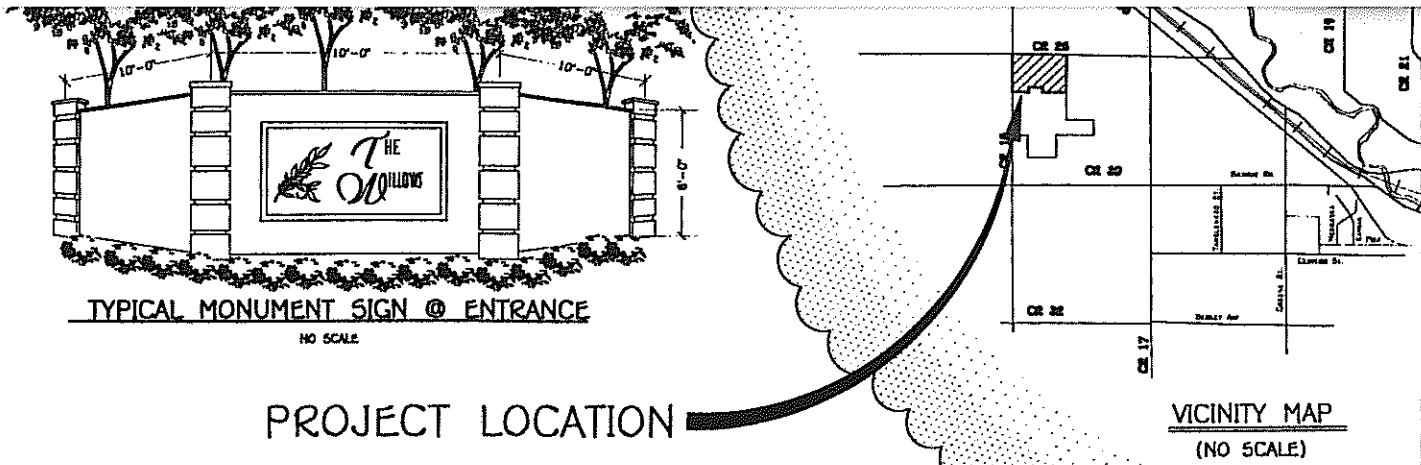
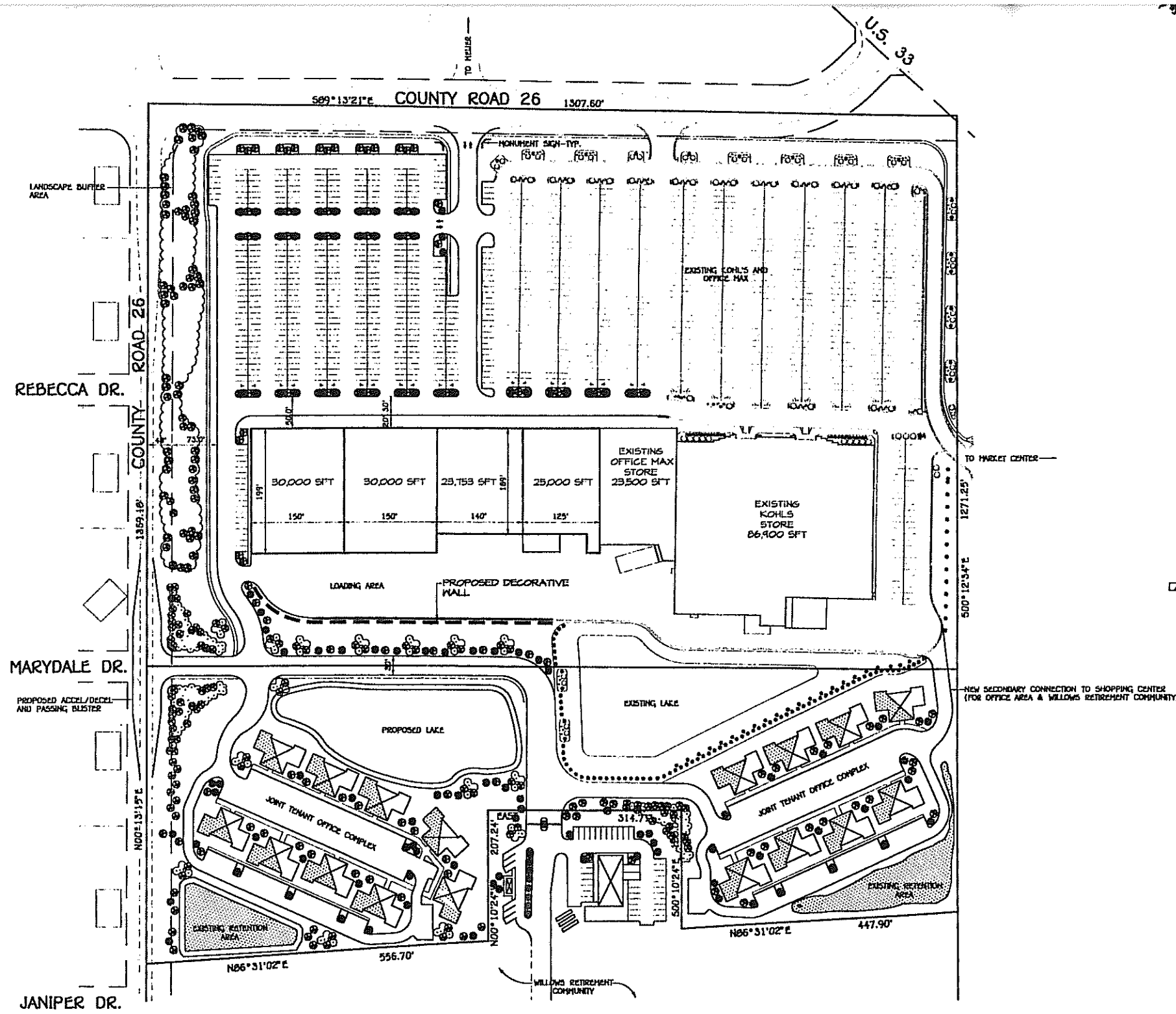
PLANT SCHEDULE

SMALL UNDERSTORY TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	CALIPER	REMARKS
AG	4	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Apple Serviceberry	1.5" CAL	B&B		15'-20' Mature Height
HV	4	Harmelalis virginiana	Common Witch Hazel	6"-8" HT	B&B	Multi-Trunk	10'-20' Mature Height
MA	6	Morus x 'Adirondack'	Adirondack Crabapple	1.5" CAL	B&B		15'-20' Mature Height

Line #	Bearing	Length
L1	S41°57'37"E	17.23'

Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	108.46'	130.74'	47°31'41"	S86°10'03"E	105.37'
C2	33.78'	95.01'	20°22'11"	S79°46'54"E	33.60'





- BUFFER TO INCLUDE:**
- 2'-4" EARTH MOUND
 - ARBORVITAE - LOW GROWING-CLOSELY PLANTED
 - 2" CALIPER - GREEN ASH SAPLINGS - 6' MIN. HEIGHT
 - 2" CALIPER - WHITE PINE SAPLINGS - 6' MIN. HEIGHT
 - TREES TO BE PLANTED IN ALTERNATING POSITIONS TO PROVIDE CONTINUOUS SCREENING

LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 5 EAST, CONCORD TOWNSHIP, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A HARRISON MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 36; THENCE 509°31'21"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, 1307.60' TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE 500°12'34"E ON SAID WEST LINE 1241.25' TO A PIPE; THENCE 506°31'02"W 447.91' TO A 3/4" PIPE; THENCE 500°12'24"E 207.24' TO A PIPE; THENCE 506°31'02"W 556.70' TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE 500°13'13"E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 1369.18' TO THE PLACE OF BEGINNING.

CONTAINING 36.20 ACRES, MORE OR LESS.

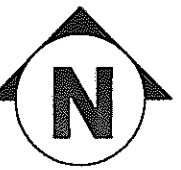
SUBJECT TO PUBLIC HIGHWAY AND ANY AND ALL FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

- NOTES:**
- EXISTING ZONING - B-4 PLANNED SHOPPING CENTER
 - EXISTING USE - SHOPPING CENTER/RETAIL
 - PROPOSED USE -
 - 11.23 ACRES - PROFESSIONAL OFFICE
 - 24.84 ACRES - RETAIL/MIXED USE
 - 2.13 ACRES - COUNTY ROAD R.O.W. (40' TOTAL)
 - 58.20 ACRES - TOTAL ACRESAGE
 - SETBACKS - PER ORDINANCE
 - PARKING RATIO:
 - RETAIL AREA - 1 SPACE PER EA. 170 SQ. FT. (OR 1229 SPACES) (INCLUDES 32 ADA) PROVIDED
 - PROFESSIONAL OFFICE AREA - 1 SPACE FOR EVERY 240 SQ. FT. (OR 210 SPACES)
 - BUILDINGS - PROPOSED
 - RETAIL AREA:
 - 1 - 86,900 SQ. FT.
 - 1 - 23,500 SQ. FT.
 - 1 - 23,753 SQ. FT.
 - 1 - 25,000 SQ. FT.
 - 1 - 30,000 SQ. FT.
 - 17 - 3000 SQ. FT.
 - 1 STORY OFFICE BUILDING
 - BUILDING COVERAGE - 16%

WILLOW LAKES OF GOSHEN

.....A PLANNED COMMUNITY

SCALE: 1" = 100'



B-4 SITE - PRELIMINARY SITE PLAN

Not to Scale
Ord 3998

TUFF PROPERTIES LIMITED "WILLOW LAKES OF GOSHEN"			
SCALE: 1"=100'	DATE: FEBRUARY 2000	DRAWN BY: T. STRONG	JOB NUMBER: 990626
4703 CHESTER DRIVE PHONE: (219) 293-7762		ELKHART, INDIANA FAX: (219) 294-3717	
SITE PLAN - B-4 AREA			DRAWN BY: X-765-01

Yoder, Rhonda

Subject: FW: B-4 major change to willows lakes of Goshen

From: Fred Martin <fredrickjmartin@gmail.com>

Sent: Sunday, March 13, 2022 12:15 PM

To: Lipscomb, Lori <lorilipscomb@goshencity.com>

Subject: B-4 major change to willows lakes of Goshen

To whom this may concern,

I live directly across from where this is proposed to be (23022 Marydale Drive, Elkhart, IN 46517). I do not want this across the road for me I know that my drive will be used as a turn around. I don't want to look across my driveway and see a 6 foot fence with signs for storage place. A store would be much more desirable to look at than storage units. In addition a store would keep their yard looking nice like target does but this storage unit usually has nobody working there and they'll probably trash all outside the fence just like all the trash I cleaned up out of my yard. I also don't want the construction here which would make it harder to get in and out of my driveway. If The Willows allows them to use Willows Way to put their main drive off of their road or the driveway will have to be off of Ferndale Rd which is right across from my property that is why I stated previously that there's chances that people will use my driveway as a turn around or to try to back in to this property due to my driveway being off of Ferndale Road (CR15). I am strongly against The B-4 Major Change!

Fredrick Martin
23022 Marydale Drive
Elkhart, IN 46517

Sent from [Mail](#) for Windows



Rhonda L. Yoder, AICP
CDBG Program, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhodayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Mayor Stutsman
Goshen Common Council Members

FROM: Rhonda Yoder, CDBG Administrator

DATE: April 18, 2022

RE: Council Resolution 2022-08

Attached is Council Resolution 2022-08, a resolution of the Common Council to authorize the filing of the Community Development Block Grant (CDBG) application (annual plan) for Program Year 2022.

The 2022 HUD allocation to Goshen has not been received, but is estimated at \$274,469.

During the public comment period, no comments were received, and no substantial changes are being made to the draft plan that was discussed at the March 21, 2022, Council meeting. The draft plan is available at <http://goshenindiana.org/cdbg>

COUNCIL RESOLUTION 2022-08

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA,
AUTHORIZING THE FILING OF AN APPLICATION FOR A COMMUNITY DEVELOPMENT
BLOCK GRANT

WHEREAS it is necessary and in the public interest that the City of Goshen, the Applicant, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1974, Pub. L. 93-383, hereinafter referred to as the "Program," and

WHEREAS it is recognized that the Federal contract for such financial assistance pursuant to said Title I imposes certain obligations and responsibilities upon the Applicant and the Applicant assures and certifies that he will comply with the attached Certifications which are hereby made part of this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN:

1. That the United States of America and the Secretary of Housing and Urban Development be, and they hereby are, assured of full compliance by the City of Goshen, Indiana, of the Certifications.
2. That an application on behalf of the City of Goshen for an estimated grant of \$274,469 for the Program outlined in the application is hereby approved and that the Mayor of the City of Goshen, Indiana, is hereby authorized and directed to execute and file such application with the Department of Housing and Urban Development and to provide such additional information and to furnish such documents as may be required on behalf of the City of Goshen.

Passed and adopted by the Common Council of the City of Goshen, Indiana, on the _____ day of _____ 2022.

Presiding Officer

Attest:

Richard R. Aguirre, City Clerk Treasurer

This Resolution, having been passed by the Common Council, is presented by me to the Mayor on the _____ day of _____ 2022, at _____ am/pm.

Richard R. Aguirre, City Clerk Treasurer

This Resolution, having been passed by the Common Council and presented to me is approved by me and adopted on the _____ day of _____ 2022.

Jeremy P. Stutsman, Mayor

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Mayor

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2022 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Mayor

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Mayor

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
---------------------------------------------	--------------------------------------------------

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text" value="B-22-MC-18-0019"/>
--------------------------------------------------------	-------------------------------------------------------------------------------

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
-------------------------------------------------	-------------------------------------------------------

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="35-6001045"/>	* c. UEI: <input type="text" value="SN1FLHNTQJZ3"/>
----------------------------------------------------------------------------------------------------	--------------------------------------------------------

d. Address:

* Street1:	<input type="text" value="202 South 5th Street"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Goshen"/>
County/Parish:	<input type="text"/>
* State:	<input type="text" value="IN: Indiana"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="46528-3703"/>

e. Organizational Unit:

Department Name: <input type="text" value="Community Development"/>	Division Name: <input type="text" value="Planning"/>
------------------------------------------------------------------------	---------------------------------------------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Ms ."/>	* First Name: <input type="text" value="Rhonda"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Yoder"/>	
Suffix: <input type="text"/>	

Title:

Organizational Affiliation:

* Telephone Number: <input type="text" value="574-537-3815"/>	Fax Number: <input type="text" value="574-533-8626"/>
---------------------------------------------------------------	-------------------------------------------------------

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Housing & Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grants/Entitlement Grants

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Community Development Block Grant

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="274,469.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value="20,000.00"/>
* f. Program Income	<input type="text" value="43,856.00"/>
* g. TOTAL	<input type="text" value="338,325.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.



PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <input data-bbox="894 1339 1505 1377" type="text" value="Mayor"/>
APPLICANT ORGANIZATION <input data-bbox="95 1482 870 1512" type="text" value="City of Goshen, Indiana"/>	DATE SUBMITTED 

RESOLUTION 2022-09

TO ELECT THE STANDARD ALLOWANCE AVAILABLE UNDER THE REVENUE LOSS PROVISION OF THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which allocated approximately \$65 billion in recovery funds to cities, towns, and villages across the country.

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

WHEREAS, Six Million Six Hundred Ninety Two Thousand Five Hundred Eight and 00/100 Dollars (\$6,692,508.00) has been allocated to the City of Goshen (“City”) pursuant to the ARPA.

WHEREAS, The Coronavirus State and Local Fiscal Recovery Funds provide to local governments resources intended to fight the pandemic and support families and businesses struggling with its public health and economic impacts, maintain vital public services, even amid declines in revenue, and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

WHEREAS, In May 2021, the US Department of Treasury (“Treasury”) published the Interim Final Rule describing eligible and ineligible uses of funds as well as other program provisions, sought feedback from the public on these program rules, and began to distribute funds.

WHEREAS, on January 6, 2022, Treasury issued the final rule, which delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process.

WHEREAS, the final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation.

WHEREAS, recipients that select the standard allowance may use that amount, in many cases their full award, for government services, with streamlined reporting requirements.

NOW, THEREFORE, BE IT RESOLVED that the City of Goshen, Indiana elects the Standard Allowance available under the Revenue Loss provision of the American Rescue Plan Act in the full amount of its ARPA grant of Six Million Six Hundred Ninety Two Thousand Five Hundred Eight and 00/100 Dollars (\$6,692,508.00) to be used for the General Provision of Government Services.

PASSED by the Goshen Common Council on April _____, 2022.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on April _____, 2022, at _____ a.m./p.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on April _____, 2022.

Jeremy P. Stutsman, Mayor