



Goshen Common Council

6:00 p.m., March 6, 2023 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 Karen C. Velazquez Valdes (Non-voting)

Approval of Minutes

Approval of Meeting Agenda

Privilege of the Floor

1) Council Discussion: Utility Work in the Public Right-Of-Way

2) Ordinance 5152: An Ordinance to Amend The Crossing Planned Unit Development (PUD), Ordinance 4426

3) Resolution 2023-06: Resolution of the Common Council of the City of Goshen Approving the Order of the Goshen Plan Commission for Creation of a New 9th Street Corridor Allocation Area

4) Resolution 2023-07: Resolution regarding the Establishment of the Southeast Housing TIF Allocation Area and the Amendment to the Southeast Economic Development Area



5) Ordinance 5151: Amend 2023 Compensation Ordinance 5138 for Civil City and Utilities Employees (to Add Wage for Special Firefighter Position)

6) Ordinance 5153: Additional Appropriation

7) Resolution 2023-04: Interlocal Agreement with Elkhart County for Animal Control Services

8) Resolution 2023-05: Interlocal Agreement with Elkhart County for a Municipal Solid Waste Recycling Station

Elected Official Reports

Adjournment



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Goshen City Council

From: Dustin K. Sailor, Director of Public Works

**RE: UTILITY WORK IN THE PUBLIC RIGHT-OF-WAY
(JN: STREETS\CORRESPONDENCE)**

Attachment: Ordinance 3659

Date: February 28, 2023

Goshen has experienced a surge of utility work in the past several years as fiber infrastructure is rolled out within Goshen's corporate limits. With all of the connectivity benefits fiber offers, reaching service coverage for Goshen's constituents has come with expected and unexpected installation challenges.

Due to the concerns voiced by the public, City staff, and the Goshen City Council about the work activity of numerous utility subcontractors within the public right-of-way and easements, two of the most active utility companies, Frontier Communication and Surf Communication, have been invited to the City Council meeting on March 6, 2023. These companies were invited to the meeting to establish a line of dialog and as a means to relay the concerns that are being heard within the Goshen community. A goal from this dialog will be to understand what both sides need and determine if the needs can be implemented before the 2023 construction season starts.

There has been discussion about what City staff can do to address the concerns like damage to yards, follow-up on contractor's restoration efforts, issues with buried pipe and access point locations, open excavations, cracked sidewalks, contractors working outside the right-of-way, etc. Goshen Engineering will review its current process and touch on items that are currently in Ordinance 3659, "An Ordinance Setting Forth Requirements for a Right-of-way Cut In the City of Goshen, Indiana." There will also be a brief discussion about Indiana Code 36-9-2, "General Powers Concerning Transportation and Public Works," and Indiana Code 8-1-2, "Utility Regulation."

We look for this discussion to be a beneficial venue for both the Council and the fiber utility companies.

ORDINANCE NUMBER 3659

AN ORDINANCE SETTING FORTH REQUIREMENTS FOR A RIGHT-OF-WAY CUT IN THE CITY OF GOSHEN, INDIANA.

BE IT ORDAINED by the Common Council of the City of Goshen, Indiana, that:

SECTION 1. IN GENERAL

- 1.1 Any person, firm, corporation, public utility or other entity performing work that requires the paved portion of the right-of-way, including curbs, to be cut in the City of Goshen, Indiana, shall perform such work in accordance with this ordinance.
- 1.2 Any person, firm, corporation, public utility or other entity performing work to construct, lay, repair or maintain utilities in the unpaved portion of the right-of-way in the City of Goshen, Indiana, shall perform such work in accordance with this ordinance.

SECTION 2. PERMIT REQUIRED

- 2.1 No paved surface within the public right-of-way, including curbs, shall be cut without first obtaining a permit from the City of Goshen. Any cut of the right-of-way to construct, lay, repair or maintain utilities in the unpaved portion of the right-of-way shall also require a permit.
- 2.2 Application for a right-of-way cut permit shall be made on forms furnished by the City of Goshen at least ten days prior to commencing the scheduled work. Applications and permit terms for right-of-way cuts may be obtained from the Street Department or the Engineering Department. All permit applications must be submitted to the Street Department.
- 2.3 Both the Street Commissioner and the City Engineer shall review the application for a right-of-way cut permit, and approval shall be granted and a permit issued if the proposed work meets all requirements of this ordinance, including all permit terms.
- 2.4 If a right-of-way cut is necessitated by an emergency situation and it is impractical to make an application ten days prior to commencing work or the necessary work must be made during non-business hours of the City, the required right-of-way cut permit must be obtained the next business day. For the purposes of this section, an emergency situation is a situation that could not reasonably be foreseen and that threatens the public health, welfare or safety and requires immediate action to be taken.

SECTION 3. PERMIT FEE

- 3.1 Permits required by section 2 shall be issued upon prior payment of all permit fees. The permit fee for each right-of-way cut, including a non-pavement cut, up to one hundred feet (100') in length, shall be Twenty Dollars (\$20.00). In addition, the permit fee for each right-of-way cut exceeding one hundred feet (100') in length shall be Fifteen Dollars (\$15.00) per one hundred feet (100'), up to a maximum of Five Hundred Dollars (\$500.00).
- 3.2 Upon approval of the Street Commissioner, public utilities may be allowed to apply for permits and then be billed monthly for the cost of those permits.
- 3.3 Permit fees collected shall be deposited into the Motor Vehicle Highway Fund.

SECTION 4. PERMIT DURATION

- 4.1 A permit shall be valid for a period of three months from the date of issue. If the work has not been completed within this time, a new application must be submitted and new permit issued before the work can be continued, unless extended by the Street Commissioner.

SECTION 5. BOND REQUIRED

- 5.1 Any person, firm, corporation, public utility or other entity performing work that requires a right-of-way cut permit shall be required to submit a surety bond to the City of Goshen in the amount of Five Thousand Dollars (\$5,000.00). The bond is to insure the faithful performance of the work involved in accordance with this ordinance and other ordinances of the City with reference to replacing and repairing all infrastructure involved. The bond shall be in full force and effect one (1) year from final inspection and approval of the work by the City of Goshen.
- 5.2 Any person, firm, corporation, public utility or other entity performing several projects that require a right-of-way cut permit may submit a blanket surety bond in incremental amounts of Five Thousand Dollars (\$5,000.00). The bond is to insure the faithful performance of the work involved in accordance with this ordinance and other ordinances of the City with reference to replacing and repairing all infrastructure involved. The bond shall be in full force and effect one (1) year from final inspection and approval of the work by the City of Goshen.
- 5.3 Upon approval of the Board of Public Works and Safety, a person, firm, corporation, public utility or other entity performing work that requires a right-of-way cut permit may submit a letter of surety, an irrevocable letter of credit or certificate of deposit for an equivalent amount in lieu of a bond. The same conditions set forth in sections 5.1 and 5.2 shall apply to the letter of surety, irrevocable letter of credit or certificate of deposit.
- 5.4 The surety bond will be waived for a person performing work that requires a right-of-way cut permit for the construction of a residential driveway. The person is still required to obtain a right-of-way cut permit.

SECTION 6. INSPECTIONS

- 6.1 The City of Goshen Street Department shall be notified a minimum of 24 hours prior to the commencement of work and upon completion of the work for required inspections to insure compliance with this ordinance and the terms of the right-of-way cut permit.

SECTION 7. VIOLATIONS

- 7.1 It shall be unlawful for any person, firm, corporation, public utility or other entity to perform any work contrary to or in violation of the provisions of this ordinance and the terms of the right-of-way cut permit.

SECTION 8. STOP ORDER

- 8.1 Whenever it is found that any work is being done contrary to or in violation of the provisions of this ordinance, including the terms of the right-of-way cut permit, the Street Commissioner or a duly authorized representative may order the work stopped by serving notice in writing to any persons engaged in the work. Such persons shall, without delay, stop such work until authorized by the Street Commissioner or a duly authorized representative to proceed.

SECTION 9. RIGHT TO HEARING

- 9.1 In the event any person, firm, corporation, public utility or other entity receiving notification of a violation of this ordinance does not believe that they are in violation, the person, firm, corporation, public utility or other entity may request a hearing before the Board of Public Works and Safety. Such hearing shall be requested in writing to the Mayor's office, and shall be held within ten days of receipt of the written request.
- 9.2 At the hearing, the Board of Public Works and Safety shall enter a finding of fact designating that the party notified was performing work that requires a right-of-way cut permit and whether the party is in violation of this ordinance. The Board shall take action to either affirm or rescind the decision of the Street Commissioner or a duly authorized representative.
- 9.3 At the hearing before the Board of Public Works and Safety, the party requesting review may be represented by counsel, shall have the opportunity to cross-examine those persons establishing the violation for the City, and testify on their own behalf. The City of Goshen shall also assist such persons in obtaining witnesses, exhibits and documentation to present at the time of the hearing where such

information is not available to the person requesting assistance and can be obtained by the City.

SECTION 10. PENALTIES

10.1 Any person, firm, corporation, public utility or other entity who violates any provisions of this ordinance, shall be fined an amount not to exceed Five Hundred Dollars (\$500.00), in addition to any court costs. Each day that a violation continues shall constitute a separate offense. The violator shall also reimburse the City of Goshen for its reasonable expenses in enforcing this ordinance, including reasonable attorneys fees.

10.2 The City of Goshen may bring action to enforce the provisions of this ordinance in any court of competent jurisdiction within Elkhart County, Indiana.

SECTION 11. REPEAL OF PRIOR ORDINANCE

11.1 This ordinance specifically repeals Ordinance Number 1105.

SECTION 12. EFFECTIVE DATE

12.1 This ordinance shall be in full force and effect from and after it's passage, approval and publication as required by laws of the State of Indiana.

PASSED AND ADOPTED, this 16th day of May, 1995, by the Common Council of the City of Goshen, Indiana.

Presiding Officer

ATTEST:

Nancy Hoke, Clerk-Treasurer

Presented by me to the Mayor of the City of Goshen, Indiana, on the 16th day of May, 1995, at the hour of 7:00 p.m.

Nancy Hoke, Clerk-Treasurer

This ordinance approved and signed by me on the 16th day of May, 1995, at the hour of 7:00 p.m.

Mike Puro, Mayor



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: March 6, 2023
RE: Ordinance 5152

The Goshen Plan Commission met on February 21, 2023, in regular session and considered a request for a PUD major change for The Crossing PUD to remove the requirement for a sidewalk along a section of the east side of Lighthouse Lane in the area where retention is being constructed, for the proposed The Crossing Second subdivision, zoned Residential R-3PUD (Planned Unit Development), part of The Crossing PUD, generally located east of Greene Road and south of Plymouth Avenue, with the following outcome:

Forwarded to the Goshen Common Council with a favorable recommendation by a vote of 9-0

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

1. The request fulfills the sidewalk crossing requirement of Ordinance 5117.
2. The sidewalk crossing provides continued connectivity.
3. The removal of a short section of sidewalk is needed based on final design factors that were not anticipated at the time of the preliminary PUD approval.
4. The approval is based on the preliminary plan titled *The Crossing Second, Overall Subdivision Layout, Sheet 4 of 20*, by Abonmarche, dated 07-13-2022, with the final sidewalk crossing location to be reviewed and approved by Goshen Engineering as part of the secondary subdivision.
5. All developmental requirements not varied by the major change shall be met.

There were no comments/questions at the Plan Commission meeting. One inquiry was received prior to the Plan Commission meeting, with concerns about the means to safely cross the street and the need to slow traffic once the street connection is complete. The comments related to the design of the sidewalk crossing will be discussed during the subdivision review.

Ordinance 5152

An Ordinance to Amend The Crossing Planned Unit Development (PUD), Ordinance 4426

WHEREAS Crossing Development, LLC, and Abonmarche Consultants, Inc., submitted an application on the 18th day of January 2023 for a Major Change to a previously approved Planned Unit Development (Overlay) 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 21st day of February 2023, and recommended the adoption of this Ordinance, by a vote of 9-0.

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

For the property generally located south of Plymouth Avenue and east of Greene Road, the proposed The Crossing Second subdivision, part of The Crossing PUD, and more particularly described as follows:

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

COMMENCING AT A COUNTY MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ON THE WEST LINE OF SAID SOUTHWEST QUARTER, 1072.56 FEET TO THE SOUTHWEST CORNER OF THE PLAT OF THE CROSSING, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 32, PAGE 37; THENCE SOUTH 89 DEGREES 58 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID THE CROSSING, 764.99 FEET TO A REBAR WITH CAP STAMPED ABONMARCHE FIRM #0050 MARKING THE SOUTHEAST CORNER OF LOT 29 AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID THE CROSSING, BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTE 07 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 29, A DISTANCE OF 120.00 FEET TO A REBAR WITH CAP STAMPED ABONMARCHE FIRM #0050 MARKING THE NORTHEAST CORNER OF SAID LOT 29, ALSO BEING A POINT ON THE SOUTH LINE OF THE RIGHT OF WAY OF LIGHTHOUSE LANE, A FIFTY (50) FOOT WIDE RIGHT OF WAY; THENCE SOUTH 89 DEGREES 58 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF THE RIGHT OF WAY OF SAID LIGHTHOUSE LANE, 30.00 FEET TO A REBAR WITH CAP STAMPED ABONMARCHE FIRM #0050 MARKING THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF SAID LIGHTHOUSE LANE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF THE RIGHT OF WAY OF SAID LIGHTHOUSE LANE AND THE EAST LINE OF LOT 19 AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID THE CROSSING, 144.04 FEET TO A REBAR WITH CAP STAMPED ABONMARCHE FIRM #0050 MARKING THE NORTHEAST CORNER OF SAID LOT 19; THENCE NORTH 85 DEGREES 50 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF LOT 18 AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID THE CROSSING, 70.19 FEET TO A REBAR WITH CAP STAMPED ABONMARCHE FIRM #0050 MARKING THE A CORNER OF SAID LOT 18; THENCE NORTH 58 DEGREES 30 MINUTES 00 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 18, A DISTANCE OF 114.62 FEET TO A REBAR WITH CAP STAMPED ABONMARCHE FIRM #0050 MARKING THE MOST EASTERLY CORNER OF SAID LOT 18; THENCE NORTH 64 DEGREES 47 MINUTES 18 SECONDS WEST ALONG THE NORTHERLY LINE OF THE PLAT OF SAID THE CROSSING, 815.28 FEET TO A REBAR WITH CAP STAMPED ABONMARCHE FIRM #0050 MARKING THE NORTHWEST CORNER OF THE PLAT OF SAID THE CROSSING, ALSO BEING A POINT ON THE EAST LINE LOT 4 AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF HAY'S FARM SUBDIVISION, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 16, PAGE 8; THENCE NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4, AND LOT 5

THROUGH LOT 7, INCLUSIVE, AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE PLAT OF SAID HAY'S FARM SUBDIVISION, 386.57 FEET TO A REBAR WITH CAP STAMPED BRADS-KO #0041 MARKING THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO LARRY W. AND ESTHER MAY SHIRK AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN THE INSTRUMENT NUMBER 98 021249; THENCE SOUTH 89 DEGREES 06 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF SAID SHIRK PARCEL, 628.57 FEET TO A REBAR WITH CAP STAMPED BRADS-KO MARKING THE SOUTHEAST CORNER OF SAID SHIRK PARCEL, ALSO BEING A POINT ON THE WEST LINE OF THE PLAT OF PLYMOUTH AVENUE PROFESSIONAL PARK, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 81; THENCE SOUTH 00 DEGREES 13 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK AND THE WEST LINE OF A PARCEL OF LAND CONVEYED TO PILGRIM PARTNERS, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2007 10874, A DISTANCE OF 288.46 FEET TO A REBAR WITH CAP STAMPED BRADS-KO #0041 MARKING THE SOUTHWEST CORNER OF SAID PILGRIM PARTNERS, LLC PARCEL; THENCE SOUTH 89 DEGREES 06 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF SAID PILGRIM PARTNERS, LLC PARCEL, 458.18 FEET TO A REBAR WITH CAP STAMPED BRADS-KO #0041 MARKING THE SOUTHEAST CORNER OF SAID PILGRIM PARTNERS, LLC PARCEL, ALSO BEING A POINT ON THE WEST LINE OF THE PLAT OF THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 35; THENCE SOUTH 00 DEGREES 27 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2, THE WEST LINE OF THE PLAT OF REPLAT OF LOTS 20 THRU 29 IN THE RECORDED PLAT OF THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 78, AND THE WEST LINE OF A PARCEL OF LAND CONVEYED TO MAXIM L. IVANOV AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2019-07117, A DISTANCE OF 757.68 FEET TO A REBAR WITH CAP STAMPED BRADS-KO #0041 MARKING THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO MR REALTY IV, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2007 32077; THENCE NORTH 89 DEGREES 58 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF SAID MR REALTY IV, LLC PARCEL AND THE SOUTH LINE OF THE AFORESAID PLAT OF THE CROSSING, 539.82 FEET TO THE POINT OF BEGINNING CONTAINING 15.87 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

To amend Ordinance 4426 as follows:

1. In addition to requirements established by Ordinance 4426 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 PUD major change approves the following:
 - Removes the requirement for a sidewalk along a portion of the east side of Lighthouse Lane, north of the sidewalk crossing.
4. The approval is based on the preliminary plan titled *The Crossing Second, Overall Subdivision Layout, Sheet 4 of 20*, by Abonmarche, dated 07-13-2022, with the final sidewalk crossing location to be reviewed and approved by Goshen Engineering as part of the secondary subdivision.
5. All developmental requirements not varied by the major change shall be met.

PASSED by the Common Council of the City of Goshen on _____, 2023.

Presiding Officer

Attest:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2023 at _____ a.m./p.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on _____, 2023.

Jeremy P. Stutsman, Mayor

To: Goshen City Plan Commission/Goshen Common Council
From: Rhonda L. Yoder, Planning & Zoning Administrator
Subject: 23-01MA, PUD Major Change (*public hearing; recommendation to Council*)
The Crossing PUD, for the proposed The Crossing Second
Date: February 21, 2023

ANALYSIS

Crossing Development, LLC, and Abonmarche Consultants, Inc., request a PUD major change for The Crossing PUD to remove the requirement for a sidewalk along a section of the east side of Lighthouse Lane in the area where retention is being constructed. The subject property is the proposed The Crossing Second subdivision, zoned Residential R-3PUD (Planned Unit Development), part of The Crossing PUD, generally located east of Greene Road and south of Plymouth Avenue.

The current request is related to an approval for Plymouth Avenue Professional Park PUD (Ordinance 5117, adopted March 7, 2022), the adjacent development to the north, that removed the requirement for a sidewalk on the east side of Lighthouse Lane, south of Plymouth Avenue. The approval was based on the existing installed design of Lighthouse Lane within Plymouth Avenue Professional Park that precludes the placement of a sidewalk within the right of way on the east side of Lighthouse Lane, as was required by the PUD.

Plymouth Avenue Professional Park PUD and The Crossing PUD will be connected by an extension of Lighthouse Lane, and both PUDs required sidewalks on both sides of all dedicated streets. The approval to remove the east-side sidewalk in Plymouth Avenue Professional Park PUD included a provision that a sidewalk crossing be provided within The Crossing subdivision, which is the purpose of the current major change request.

The Crossing subdivision originally proposed residential building lots along the east side of Lighthouse Lane (as shown on the enclosed preliminary plan), but a major revision of the subdivision drainage plan has resulted in stormwater basins being constructed along the east side of Lighthouse Lane, so no residential building lots will be constructed in this area. Within the proposed The Crossing Second (final subdivision phase), sidewalks are proposed on both sides of Lighthouse Lane, to a point on the east side at a proposed sidewalk crossing that would then continue the sidewalk on the west side of Lighthouse Lane to connect with the sidewalk in Plymouth Avenue Professional Park.

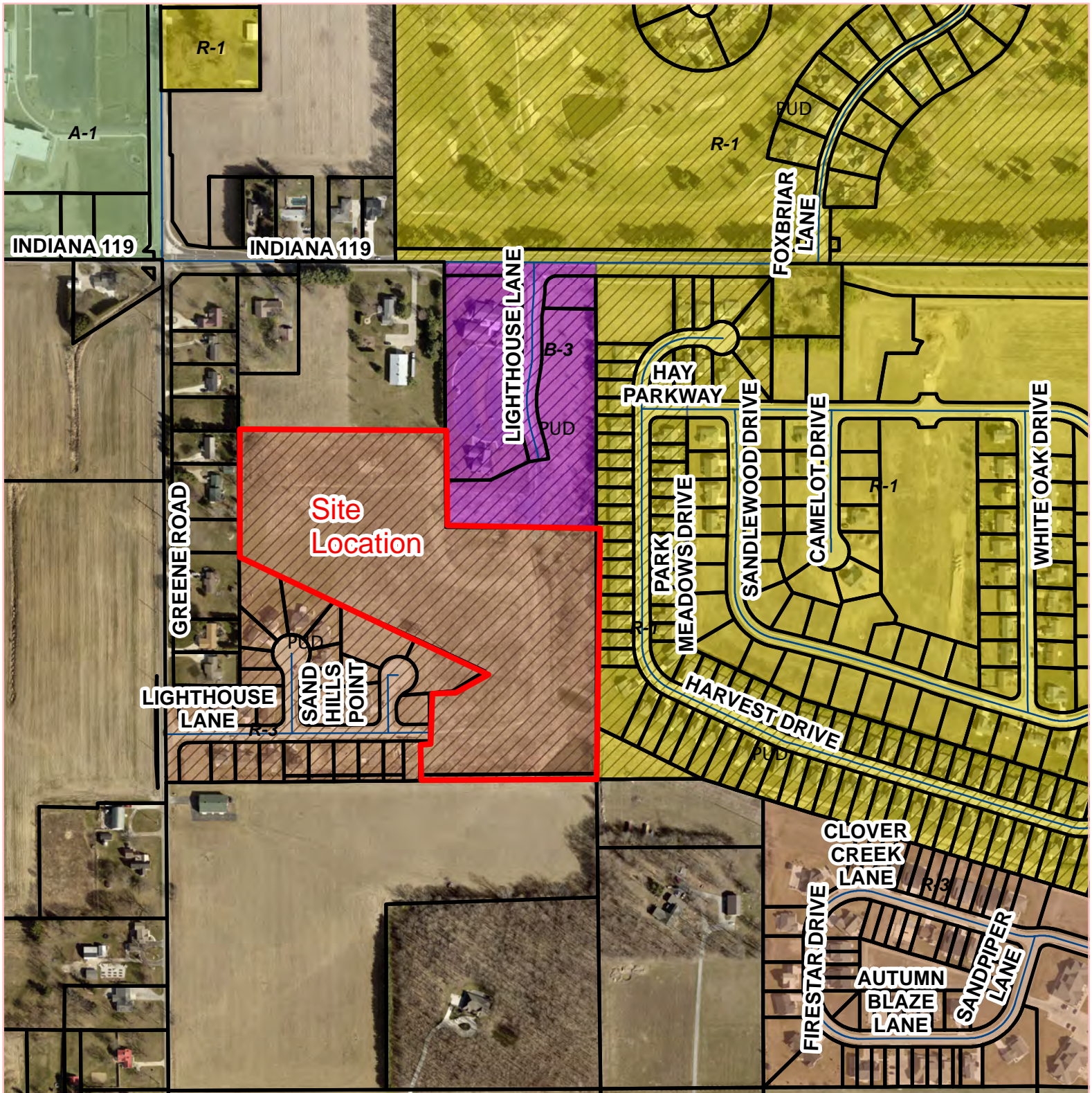
The current request is needed because of the original PUD requirement for sidewalks along both sides of all dedicated streets. With the approval for the change to the Plymouth Avenue Professional Park PUD, and the fact that there will be no homes constructed on the east side of Lighthouse Lane within The Crossing Second, the request is warranted.

Sidewalks are an integral part of the safety and connectivity for the two PUDs and the proposed sidewalk crossing will provide connectivity, based on final design factors that were not anticipated in either preliminary PUD approval.

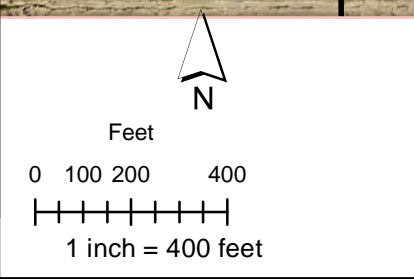
RECOMMENDATIONS

Staff recommends the Plan Commission forward a favorable recommendation to the Goshen Common Council, and the Goshen Common Council approve, the major change to The Crossing PUD to remove the requirement for a sidewalk along a section of the east side of Lighthouse Lane in the area where retention is being constructed, based upon the following and with the following conditions:

1. The request fulfills the sidewalk crossing requirement of Ordinance 5117.
2. The sidewalk crossing provides continued connectivity.
3. The removal of a short section of sidewalk is needed based on final design factors that were not anticipated at the time of the preliminary PUD approval.
4. The approval is based on the preliminary plan titled *The Crossing Second, Overall Subdivision Layout, Sheet 4 of 20*, by Abonmarche, dated 07-13-2022, with the final sidewalk crossing location to be reviewed and approved by Goshen Engineering as part of the secondary subdivision.
5. All developmental requirements not varied by the major change shall be met.



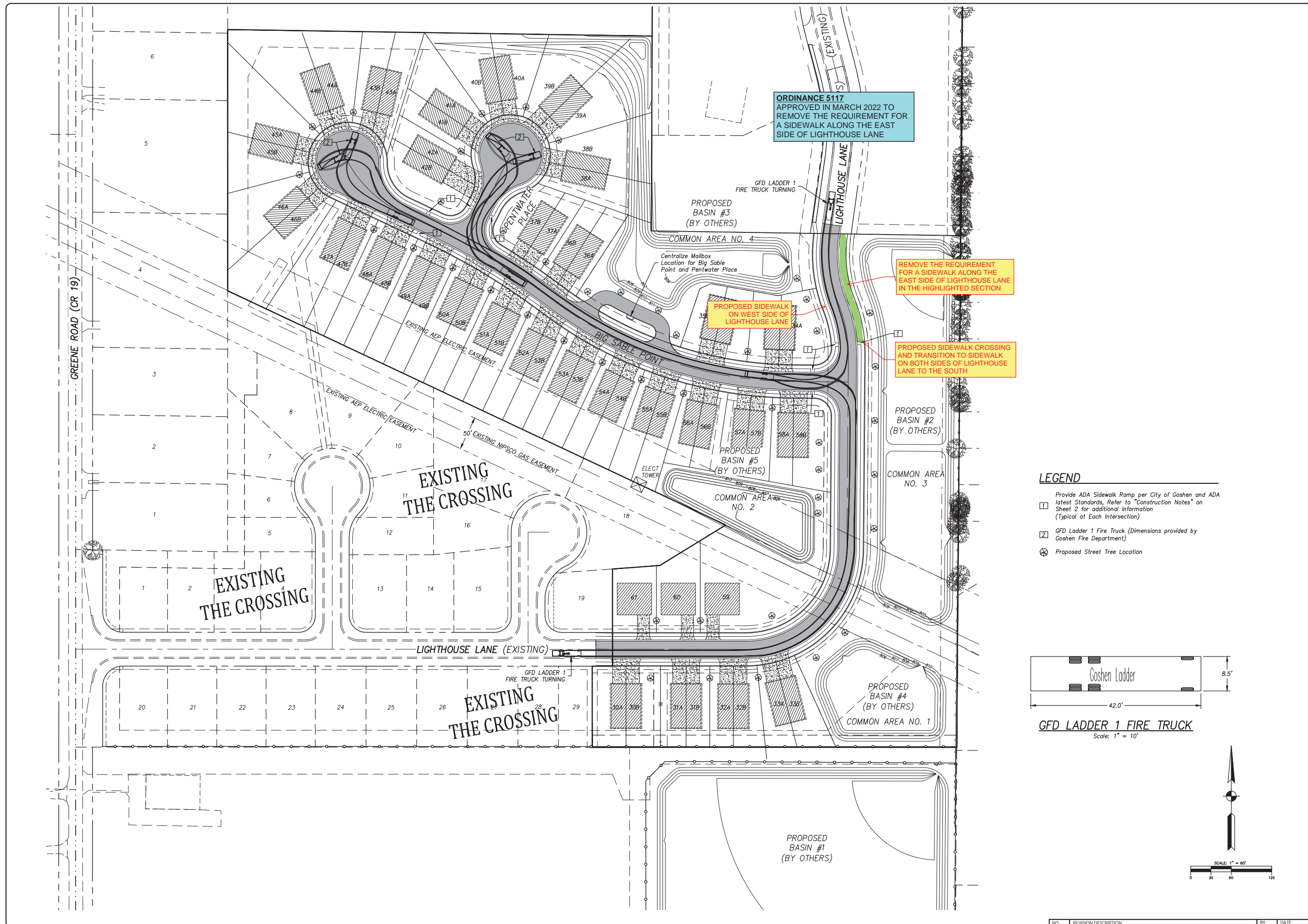
The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee 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.



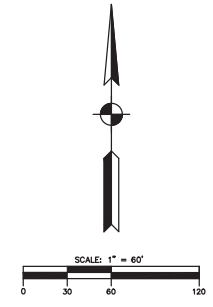
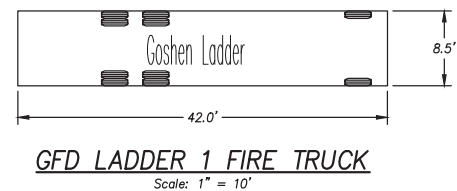
Proposed The Crossing Second

2021 Aerial
 Printed January 19, 2023

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



- LEGEND**
- 1 Provide ADA Sidewalk Ramp per City of Goshen and ADA latest Standards, Refer to "Construction Notes" on Sheet 2 for additional information (Typical at Each Intersection)
 - 2 GFD Ladder 1 Fire Truck (Dimensions provided by Goshen Fire Department)
 - ⊗ Proposed Street Tree Location



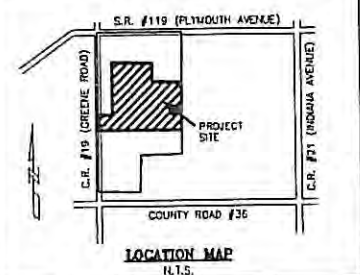
NO.	REVISION DESCRIPTION	BY	DATE

STATE ROAD NO. 119
S89°07'00"E 1316.80'

LARRY W. & ESTHER WAE SHIRM
INSTRUMENT #88 021749

D-J CONSTRUCTION CO., INC
INSTRUMENT #2006 32973

PRELIMINARY PLAN OF:
THE CROSSING
A PART OF THE SOUTHWEST QUARTER (SW1/4) OF
SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST,
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.



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

COMMENCED AT A COUNTY MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 51 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 AND THE CENTERLINE OF COUNTY ROAD NUMBER 19, A DISTANCE OF 1072.48 FEET TO A MAG. NAIL MARKING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTAINING NORTH 00 DEGREES 50 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 AND 80000 S.F. BUILDABLE AREA OF LOT TOTAL=80000 S.F. UNLESS THE AREA OF EACH LOT AFFECTED BY THE AEP EASEMENT + THE BUILDABLE AREA OF EACH LOT

SQUARE FOOTAGE NOTE
SQUARE FOOTAGES FOR LOTS ADJOINING THE AEP TOWER LINE EASEMENT ARE SHOWN AS FOLLOWS:
80000 S.F. BUILDABLE AREA OF LOT TOTAL=80000 S.F. UNLESS THE AREA OF EACH LOT AFFECTED BY THE AEP EASEMENT + THE BUILDABLE AREA OF EACH LOT

- LEGEND**
- (A) - 25' MINIMUM BUILDING SETBACK LINE
 - (B) - 35' MINIMUM BUILDING SETBACK LINE
 - (C) - 20' MINIMUM BUILDING SETBACK LINE
 - (D) - DRAINAGE EASEMENT AT WIDTHS & DISTANCES INDICATED
 - (E) - 5' NON-ACCESS EASEMENT
 - (F) - WATER MAIN EASEMENT
 - (U) - UTILITY EASEMENT
 - (R) - REFERENCE POINT ONLY
 - (O) - REFERENCE POINT ONLY
 - (S) - SDL DESIGNATION LINE
- Brms, Bca, Vob, Woc2 - SDL DESIGNATION TYPE
- - - - - EXISTING GROUND CONTOUR

LOT USE DESIGNATIONS
NO DESIGNATION = SINGLE FAMILY
S.F.A. = SINGLE FAMILY ATTACHED
MULTIFAMILY = CONDOMINIUM

LINE DATA (C/L)

LINE	BEARING	DISTANCE
L1	N89°06'27"E	1558.8'
L2	S89°06'27"E	1558.8'
L3	S89°06'27"E	1558.8'
L4	S89°06'27"E	1558.8'
L5	S89°06'27"E	1558.8'
L6	S89°06'27"E	1558.8'
L7	S89°06'27"E	1558.8'
L8	S89°06'27"E	1558.8'
L9	S89°06'27"E	1558.8'
L10	S89°06'27"E	1558.8'
L11	S89°06'27"E	1558.8'
L12	S89°06'27"E	1558.8'
L13	S89°06'27"E	1558.8'
L14	S89°06'27"E	1558.8'
L15	S89°06'27"E	1558.8'
L16	S89°06'27"E	1558.8'
L17	S89°06'27"E	1558.8'
L18	S89°06'27"E	1558.8'
L19	S89°06'27"E	1558.8'
L20	S89°06'27"E	1558.8'

LINE DATA (LTS)

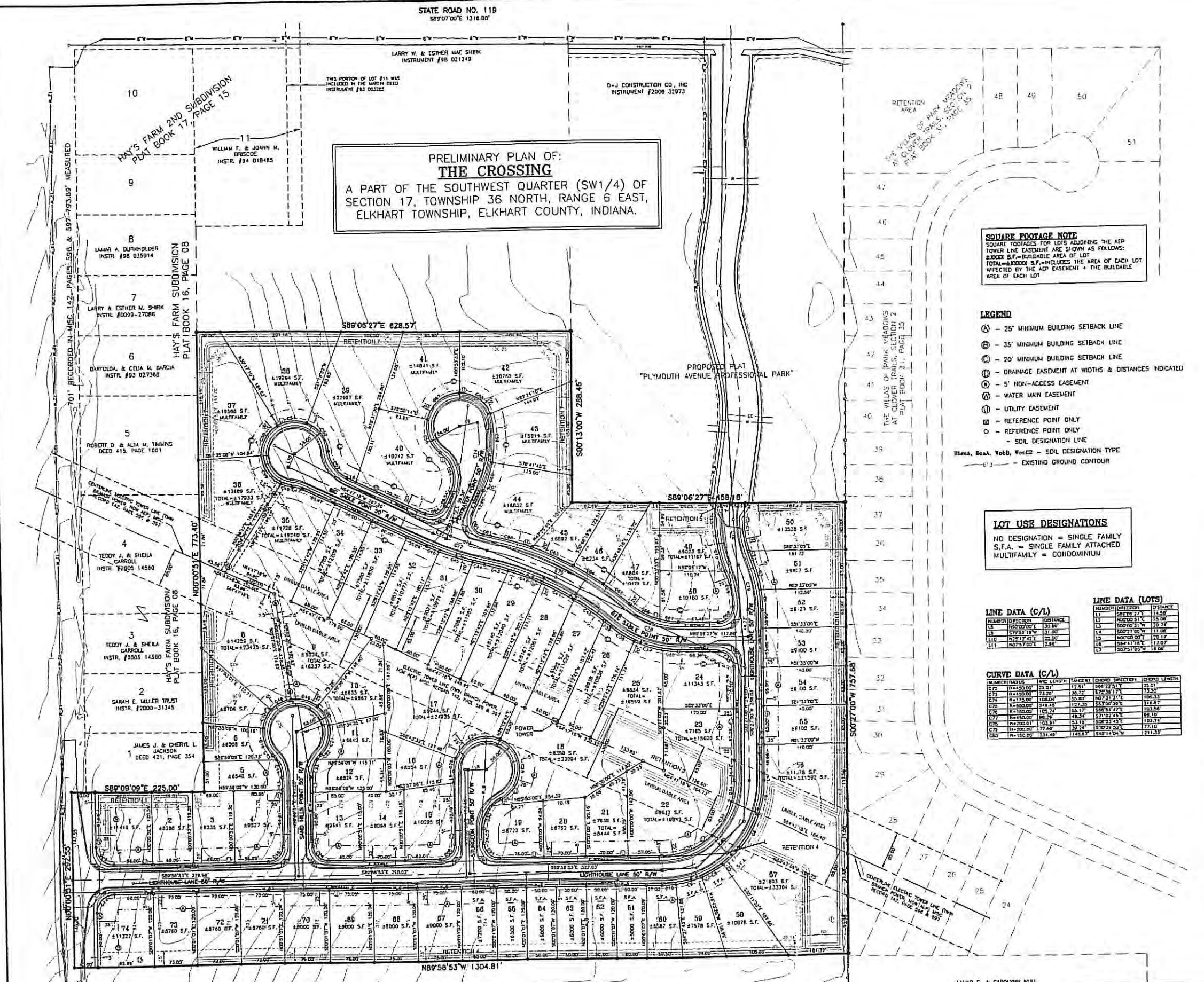
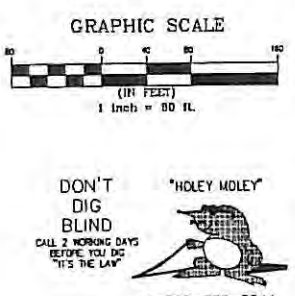
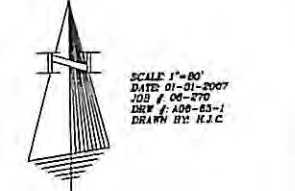
LINE	BEARING	DISTANCE
L1	S89°06'27"E	1558.8'
L2	S89°06'27"E	1558.8'
L3	S89°06'27"E	1558.8'
L4	S89°06'27"E	1558.8'
L5	S89°06'27"E	1558.8'
L6	S89°06'27"E	1558.8'
L7	S89°06'27"E	1558.8'
L8	S89°06'27"E	1558.8'
L9	S89°06'27"E	1558.8'
L10	S89°06'27"E	1558.8'
L11	S89°06'27"E	1558.8'
L12	S89°06'27"E	1558.8'
L13	S89°06'27"E	1558.8'
L14	S89°06'27"E	1558.8'
L15	S89°06'27"E	1558.8'
L16	S89°06'27"E	1558.8'
L17	S89°06'27"E	1558.8'
L18	S89°06'27"E	1558.8'
L19	S89°06'27"E	1558.8'
L20	S89°06'27"E	1558.8'

CURVE DATA (C/L)

CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING	CHORD DISTANCE
C1	1000.00	100.00	100.00	N89°06'27"E	100.00
C2	1000.00	100.00	100.00	S89°06'27"E	100.00
C3	1000.00	100.00	100.00	N89°06'27"E	100.00
C4	1000.00	100.00	100.00	S89°06'27"E	100.00
C5	1000.00	100.00	100.00	N89°06'27"E	100.00
C6	1000.00	100.00	100.00	S89°06'27"E	100.00
C7	1000.00	100.00	100.00	N89°06'27"E	100.00
C8	1000.00	100.00	100.00	S89°06'27"E	100.00
C9	1000.00	100.00	100.00	N89°06'27"E	100.00
C10	1000.00	100.00	100.00	S89°06'27"E	100.00

CURVE DATA (LTS)

CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING	CHORD DISTANCE
C1	1000.00	100.00	100.00	N89°06'27"E	100.00
C2	1000.00	100.00	100.00	S89°06'27"E	100.00
C3	1000.00	100.00	100.00	N89°06'27"E	100.00
C4	1000.00	100.00	100.00	S89°06'27"E	100.00
C5	1000.00	100.00	100.00	N89°06'27"E	100.00
C6	1000.00	100.00	100.00	S89°06'27"E	100.00
C7	1000.00	100.00	100.00	N89°06'27"E	100.00
C8	1000.00	100.00	100.00	S89°06'27"E	100.00
C9	1000.00	100.00	100.00	N89°06'27"E	100.00
C10	1000.00	100.00	100.00	S89°06'27"E	100.00



DRAWN BY: H.L.C. APPROVED BY: R.L.P. REVISIONS: PROJECT: PRELIMINARY PLAN THE CROSSING PART OF THE SW1/4, 17-36-6 ELKHART TWP., ELKHART CO., INDIANA SHEET NO. 1 OF 2

BRADS-KO ENGINEERING & SURVEYING, INC. 1009 SOUTH NINTH ST. GOSHEN, IN 46526 PHONE 574 533-9913 FAX 574 533-9911

RICK L. PHARIS, P.E. SENIOR ENGINEER



**Department of Community Development
CITY OF GOSHEN**

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

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: City Council

FROM: Becky Hutsell, Redevelopment Director

RE: **Resolution 2023-06** - Resolution of the Common Council of the City of Goshen Approving the Order of the Goshen Plan Commission for Creation of a New 9th Street Corridor Allocation Area

DATE: March 6, 2023

On February 14, 2023, the Goshen Redevelopment Commission passed Resolution 03-2023, which was the first step in establishing the former Western Rubber property as its own allocation area to support the Ariel Cycleworks project. This amending resolution achieved the following:

- i. Removed Parcel No. 20-11-15-153-001.000-015 from the Original Allocation Area (Consolidated River Race/US 33 Area);
- ii. Designated the Parcel as a new tax allocation area to be identified as the 9th Street Corridor Allocation Area; and
- iii. Added the New Projects, as included in the resolution, to the Original Plan (“2023 Plan”).

On February 21, 2023, the Goshen Plan Commission issued an order confirming that the Amending Declaratory Resolution and the “2023 Plan” conform to the City’s Comprehensive Plan and approved the resolution. We’re requesting that the City Council adopt Resolution 2023-06 approving the Order of the Goshen Plan Commission related to the creation of a new 9th Street Corridor Allocation Area.

If approved by the Council, a public hearing will be held before the Redevelopment Commission on Tuesday, March 14th regarding this matter prior to adoption of a Confirmatory Resolution finalizing the establishment of the new allocation area.

RESOLUTION NO. 2023-06

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
GOSHEN APPROVING THE ORDER OF THE GOSHEN PLAN
COMMISSION FOR CREATION OF A NEW 9TH STREET
CORRIDOR ALLOCATION AREA

WHEREAS, the City of Goshen ("City") Redevelopment Commission ("Commission") has created, consolidated and enlarged the Consolidated River Race/US 33 Economic Development Area ("Area"), and an allocation area coterminous with the Area known as the Consolidated River Race/US 33 Allocation Area ("Original Allocation Area") in accordance with IC 36-7-14-39 for the purpose of capturing real property taxes generated from the incremental assessed value of real property located in the Original Allocation Area, and adopted an economic development plan, as amended (collectively, "Original Plan"), pursuant to Declaratory Resolution No. 02-2012 (as amended to date), as confirmed by Confirmatory Resolution No. 26-2012 (as amended to date), following statutory public hearings (collectively, "Area Resolution");

WHEREAS, on February 14, 2023 the Commission adopted a resolution amending the Area Resolution ("Amending Declaratory Resolution") and the Original Plan to: (i) remove Parcel No. 20-11-15-153-001.000-015 from the Original Allocation Area ("Parcel"); (ii) designate the Parcel as a new tax allocation area to be identified as the 9th Street Corridor Allocation Area as set forth on the map attached thereto as Exhibit A; and (iii) add the Projects defined therein to the Original Plan ("2023 Plan");

WHEREAS, the Goshen Plan Commission ("Plan Commission") adopted an order on February 21, 2023 finding that the Amending Declaratory Resolution and 2023 Plan conform to the plan of development for the City; and

WHEREAS, the Act requires approval of the action of the Plan Commission by the Common Council of the City prior to the Commission holding a public hearing on the amendments;

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

Section 1. The action of the Plan Commission on February 21, 2023 is hereby in all respects approved by the Common Council.

Section 2. The Amending Declaratory Resolution and 2023 Plan are hereby in all respects approved by the Common Council.

Section 3. The Clerk-Treasurer is hereby directed to file a copy of the Amending Declaratory Resolution, the 2023 Plan and the approving Order of the Plan Commission with the permanent minutes of this meeting.

Section 4. This resolution shall be effective from and after its passage.

PASSED AND ADOPTED by the Common Council of the City of Goshen, Indiana, this 6th day of March, 2023.

COMMON COUNCIL OF THE CITY OF
GOSHEN, INDIANA

Presiding Officer

ATTEST:

Clerk-Treasurer

Presented by me to the Mayor of the City of Goshen, Indiana, on the _____ day of March, 2023, at __: __ .m.

Clerk-Treasurer

Signed and approved by me, the Mayor of the City of Goshen, Indiana, this _____ day of March, 2023, at __: __ .m.

Mayor

ORDER OF THE GOSHEN PLAN COMMISSION
DETERMINING THAT AN AMENDING DECLARATORY RESOLUTION
AND ECONOMIC DEVELOPMENT PLAN APPROVED AND ADOPTED BY THE
GOSHEN REDEVELOPMENT COMMISSION CONFORM TO THE
COMPREHENSIVE PLAN AND APPROVING SAID
RESOLUTION AND ECONOMIC DEVELOPMENT PLAN

WHEREAS, the City of Goshen ("City") Redevelopment Commission ("Commission") has created, consolidated and enlarged the Consolidated River Race/US 33 Economic Development Area ("Area"), and designated two allocation areas within the Area, including the Consolidated River Race/US 33 Allocation Area ("Original Allocation Area") in accordance with IC 36-7-14-39 for the purpose of capturing real property taxes generated from the incremental assessed value of real property located in the Original Allocation Area ("Tax Increment"), and adopted an economic development plan, as amended (collectively, "Original Plan"), pursuant to Declaratory Resolution No. 02-2012 (as amended to date), as confirmed by Confirmatory Resolution No. 26-2012 (as amended to date), following statutory public hearings (collectively, "Area Resolution");

WHEREAS, on February 14, 2023 the Commission adopted a resolution amending the Area Resolution ("Amending Declaratory Resolution") and the Original Plan to: (i) remove Parcel No. 20-11-15-153-001.000-015 (commonly known and referred to as 620 East Douglas Street, Goshen, Indiana 46526) from the Original Allocation Area ("Parcel"); (ii) designate the Parcel as a new tax allocation area to be identified as the 9th Street Corridor Allocation Area as set forth on the map attached thereto as Exhibit A; and (iii) add the Projects defined therein to the Original Plan ("2023 Plan"); and

WHEREAS, the Act requires approval of the Amending Declaratory Resolution and the 2023 Plan by the Goshen Plan Commission ("Plan Commission");

NOW, THEREFORE, BE IT ORDERED BY THE GOSHEN PLAN COMMISSION, AS FOLLOWS:

1. The Amending Declaratory Resolution and 2023 Plan for the Area conform to the Comprehensive Plan of the City.
2. The Amending Declaratory Resolution and 2023 Plan are in all respects approved.
3. The Secretary of the Plan Commission is hereby directed to file a copy of the Amending Declaratory Resolution and 2023 Plan with the permanent minutes of this meeting.

Passed by the Goshen Plan Commission, this 21st day of February, 2023.

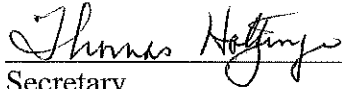
GOSHEN PLAN COMMISSION



President

Richard Worsham

ATTEST:



Secretary

Thomas Holtzinger

RESOLUTION NO. 03-2023

AMENDING DECLARATORY RESOLUTION OF THE
GOSHEN REDEVELOPMENT COMMISSION AMENDING
THE CONSOLIDATED RIVER RACE/US 33 ALLOCATION
AREA TO CREATE A NEW ALLOCATION AREA WITHIN
THE CONSOLIDATED RIVER RACE/US 33 ECONOMIC
DEVELOPMENT AREA AND AMENDING THE ECONOMIC
DEVELOPMENT PLAN

WHEREAS, the City of Goshen ("City") Redevelopment Commission ("Commission") has created, consolidated and enlarged the Consolidated River Race/US 33 Economic Development Area ("Area"), and designated two allocation areas within the Area, including the Consolidated River Race/US 33 Allocation Area ("Original Allocation Area") in accordance with IC 36-7-14-39 for the purpose of capturing real property taxes generated from the incremental assessed value of real property located in the Original Allocation Area ("Tax Increment"), and adopted an economic development plan, as amended (collectively, "Original Plan"), pursuant to Declaratory Resolution No. 02-2012 (as amended to date), as confirmed by Confirmatory Resolution No. 26-2012 (as amended to date), following statutory public hearings (collectively, "Area Resolution");

WHEREAS, there are no outstanding bond obligations payable from Tax Increment collected in the Original Allocation Area;

WHEREAS, the Commission now desires to amend the Area Resolution to: (i) remove Parcel No. 20-11-15-153-001.000-015 (commonly known and referred to as 620 East Douglas Street, Goshen, Indiana, 46526) from the Original Allocation Area ("Parcel"); (ii) designate the Parcel as a new tax allocation area to be identified as the 9th Street Corridor Allocation Area as set forth on the map attached hereto as Exhibit A; and (iii) add the hereinafter defined Projects to the Original Plan ("2023 Plan"); and

WHEREAS, IC 36-7-14-17.5 authorizes the Commission to amend the Area Resolution and Original Plan, after conducting a public hearing, if it finds that:

- (a) The amendments are reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the purposes of IC 36-7-14; and
- (b) The Area Resolution and Original Plan, with the proposed amendments, conform to the comprehensive plan for the City;

NOW, THEREFORE, BE IT RESOLVED BY THE GOSHEN REDEVELOPMENT COMMISSION, THAT:

Section 1. The Area Resolution is hereby amended to: (i) remove the Parcel from the Original Allocation Area in order to create a new allocation area; (ii) designate the Parcel as a new tax allocation area to be designated the "9th Street Corridor Allocation Area," as shown on Exhibit A attached hereto; and (iii) add the Projects to the 2023 Plan.

Section 2. The Commission finds that the construction of the Projects as set forth on Exhibit B attached hereto to facilitate the development of approximately 138 multi-family housing units, together with all necessary appurtenances, related improvements and equipment, will further the Original Plan, as amended; that the Projects will be located in or physically connected to the Area and provide a substantial economic benefit to the Area, the 9th Street Corridor Allocation Area and the residents of the City by creating needed multi-family residential housing due to the current housing shortage in the Area and offering twenty (20%) percent of the housing units to first responders, health care workers and teachers (collectively, "Essential Workers"); therefore, it will be of public utility and benefit to amend the Area Resolution and the Original Plan to include the Projects. The Commission further finds that the public health and welfare will be benefited by the amendments to the Area Resolution, Original Plan and the implementation of the 2023 Plan through providing much needed housing to address the housing shortage and providing housing to Essential Workers.

Section 3. The Commission now finds and determines that the amendments described in Section 1 above are reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the economic development purposes set forth in IC 36-7-14. The Commission finds that the creation of the 9th Street Allocation Area and the adoption of the 2023 Plan conform to the comprehensive plan for the City.

Section 4. The Original Allocation Area shall maintain its original base assessment date and the 9th Street Allocation Area shall have a base assessment date of January 1, 2023.

Section 5. The allocation provisions in effect when the Original Allocation Area was designated as a part of the Area shall continue to apply to the Original Allocation Area.

Section 6. This paragraph shall be considered the allocation provision for the 9th Street Corridor Allocation Area for purposes of IC 36-7-14-39. The Parcel shall constitute an allocation area as defined in IC 36-7-14-39, separate and apart from the Original Allocation Area designated the 9th Street Corridor Allocation Area. Any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the 9th Street Corridor Allocation Area shall be allocated and distributed in accordance with IC 36-7-14-39 or any applicable successor provision. This allocation provision shall expire no later than 25 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment in the 9th Street Corridor Allocation Area.

Section 7. The presiding officer of the Commission is hereby authorized and directed to submit this resolution to the Goshen Plan Commission ("Plan Commission") for its approval. The Commission further directs the presiding officer to submit this resolution and the approving order of the Plan Commission to the Common Council for its approval of the amendments to the Area Resolution and the Original Plan.

Section 8. The Commission also directs the presiding officer, after receipt of the written order of approval of the Plan Commission which has been approved by the Common Council, to publish notice of the adoption and substance of this resolution in accordance with IC 5-3-1-4 and to file notice with the Plan Commission, the Board of Zoning Appeals, the building

commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that maps and plats have been prepared and can be inspected at the office of the City's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed Projects and the amendments to the Original Allocation Area, and will determine the public utility and benefit of the proposed amendments to the Original Area, Original Allocation Area and Original Plan. Copies of the notice must also be filed with the officer authorized to fix budgets, tax rates and tax levies under IC 6-1.1-17-8 for each taxing unit that is either wholly or partly located within the proposed 9th Street Corridor Allocation Area.

Section 9. The Commission also directs the presiding officer to prepare or cause to be prepared a statement disclosing the impact of the creation of the 9th Street Corridor Allocation Area, including the following:

(a) The estimated economic benefits and costs incurred by the 9th Street Corridor Allocation Area, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values; and

(b) The anticipated impact on taxes revenues of each taxing unit that is either wholly or partly located within the 9th Street Corridor Allocation Area.

A copy of this statement shall be filed with each such taxing unit with a copy of the notice required under Section 17 of the Act at least 10 days before the date of the hearing described in Section 8 of this resolution.

Section 10. The Commission hereby finds that the creation of the 9th Street Corridor Allocation Area will reasonably result in new property taxes that would not have been generated without this new allocation provision because the incentive needed for the construction of the Projects is essential to the development of multi-family residential housing to alleviate the housing shortage in the Original Area and the 9th Street Corridor Allocation Area, and growth of the Original Area and the 9th Street Corridor Allocation Area will result in new property taxes through the capture of increases in real property taxes to be generated by the proposed development.

Section 11. The Commission hereby finds that the initial estimated costs of the Projects to be partially funded by the Commission through the use of Tax Increment from the 9th Street Corridor Allocation Area are approximately \$6,250,000.

Section 12. The Commission hereby finds that all property in the 9th Street Corridor Allocation Area will positively benefit from the 2023 Plan.

Section 13. The Commission further directs the presiding officer to submit this resolution to the Common Council for its approval of the amendments to the Area Resolution and Original Plan.

Section 14. In all other respects, the Area Resolution, the Original Plan and actions of the Commission consistent with this resolution are hereby ratified and confirmed.

Section 15. This resolution shall be effective upon passage.

Adopted at a meeting of the Commission held February 14, 2023, in Goshen, Indiana.

GOSHEN REDEVELOPMENT COMMISSION



President



Vice President



Secretary



Member



Member

ATTEST:

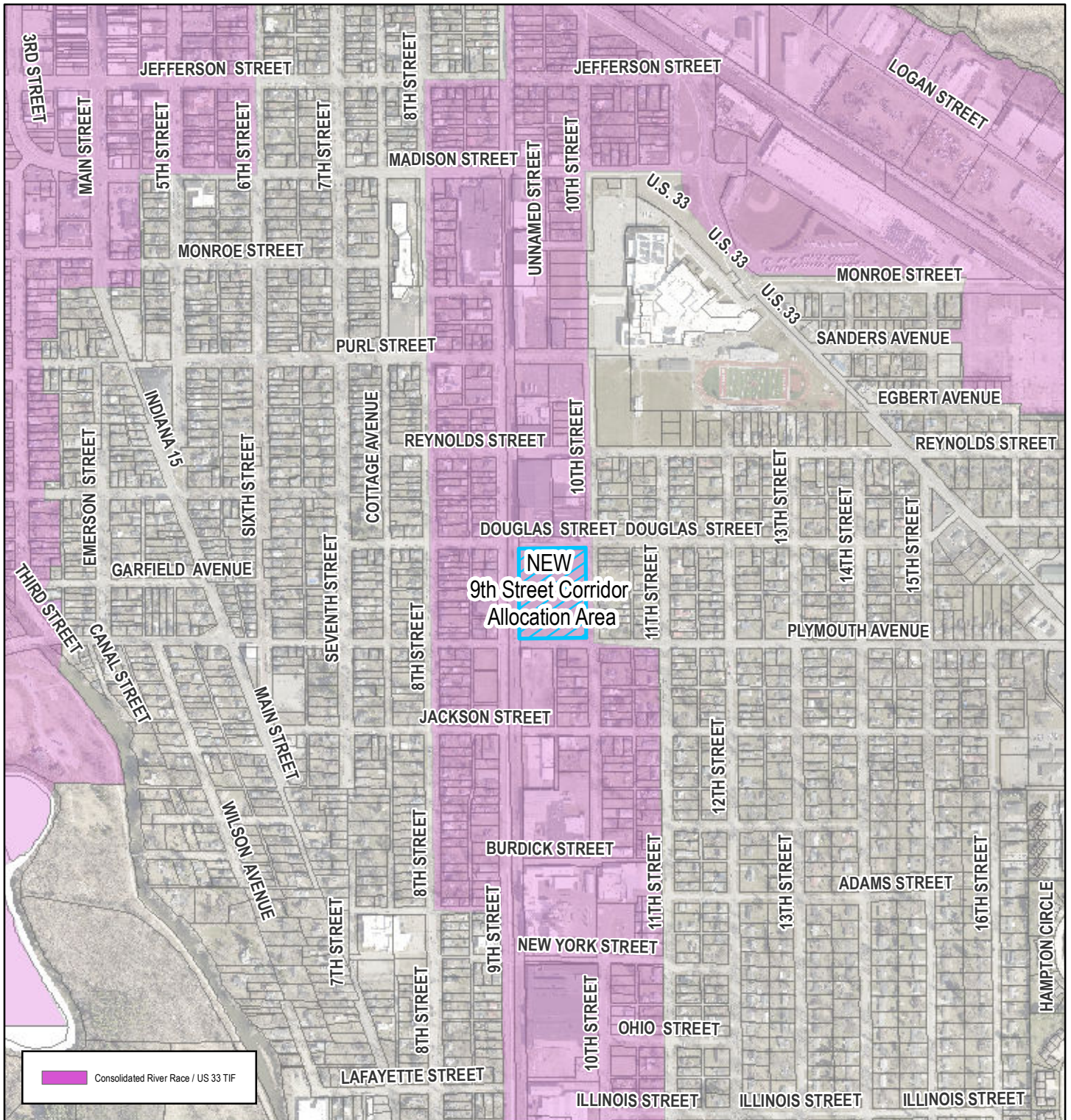


Secretary

EXHIBIT A

Map of Consolidated River Race/US 33 Economic Development Area
And 9th Street Corridor Allocation Area

(Attached)

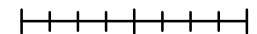


The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee 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.



Feet

0 220 440 880



1 inch = 750 feet

Exhibit A
Map of a portion of the Consolidated River Race/US 33 Economic Development Area
and Proposed 9th Street Corridor Allocation Area
February 2023

The City of Goshen
 Department of Public Works & Safety
 Office of Engineering
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax: 574-533-8626

EXHIBIT B

The Projects consist of the following:

- Public Infrastructure; and
- 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
- Demolition; and
- Environmental remediation; and
- 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;
- 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
- Sidewalk construction, including but not limited to construction of all sidewalks within the Project as approved and agreed to by the Developer; and
- Roadway improvements and construction, including but not limited to construction of all roadway improvements required by City departments and agreed to in writing by the 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; and
- Construction of footers and building slabs associated with the Project; and
- Installation of all underground plumbing associated with the Project; and
- Installation of all underground water and sewer lines associated with the Project; and
- Installation of underground electrical services associated with the Project.



**Department of Community Development
CITY OF GOSHEN**

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

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: City Council

FROM: Becky Hutsell, Redevelopment Director

RE: **Resolution 2023-07** - Resolution regarding the Establishment of the Southeast Housing TIF Allocation Area and the Amendment to the Southeast Economic Development Area

DATE: March 6, 2023

Resolution 2023-07 is being presented for approval as the final step in the process of amending the Consolidated Southeast TIF to establish the new Southeast Housing TIF Allocation Area as its own, independent allocation area. This TIF boundary amendment has been approved by the Goshen Redevelopment Commission, the Goshen Plan Commission, and the plan for this was previously presented to the Council and approved.

We're requesting the Council's approval of Resolution 2023-07.

RESOLUTION NO. 2023-07

RESOLUTION REGARDING THE ESTABLISHMENT OF THE
SOUTHEAST HOUSING TIF ALLOCATION AREA AND THE
AMENDMENT TO THE SOUTHEAST ECONOMIC
DEVELOPMENT AREA

WHEREAS, the Goshen ("City") Redevelopment Commission ("Commission") adopted a declaratory resolution on August 14, 2012, as supplemented and amended to date (collectively, as amended, "Declaratory Resolution"), as confirmed by a confirmatory resolution adopted on November 13, 2012, as supplemented and amended to date (collectively, as amended, "Confirmatory Resolution"), establishing and consolidating the Southeast Economic Development Area ("Original Area");

WHEREAS, the Declaratory Resolution and the Confirmatory Resolution are hereinafter collectively referred to as the "Area Resolution;"

WHEREAS, the Area Resolution approved the Economic Development Plan, as amended (collectively, as amended, "Original Plan") which Original Plan contained specific recommendations for economic development in the Original Area;

WHEREAS, the Area Resolution designated, consolidated and expanded the Southeast Allocation Area in accordance with IC 36-7-14-39 ("Original Allocation Area"), for the purpose of capturing property taxes generated from the incremental assessed value of real property located in the Original Allocation Area;

WHEREAS, on December 13, 2022, the Commission adopted a resolution amending the Area Resolution ("Amending Declaratory Resolution") to: (i) reduce the Original Allocation Area by removing the area identified on the map in Exhibit A attached thereto from the Original Allocation Area (as reduced, will continue to be known as the "Southeast Allocation Area") and designating such new area as the Southeast Housing TIF Allocation Area ("Housing Allocation Area"); and (ii) pursuant to IC 36-7-14-53 through -56, approve the residential Housing Program attached thereto as Exhibit B ("Housing Program"), including the construction of road infrastructure, utility infrastructure and sidewalks, together with all necessary appurtenances, related improvements and equipment, needed to support the proposed development in the Housing Program, in, serving or benefiting the Original Area;

WHEREAS, the Common Council reviewed the Amending Declaratory Resolution, the Housing Program approved by the Amending Declaratory Resolution and previously approved the written order of the Goshen Plan Commission regarding the Amending Declaratory Resolution; and

WHEREAS, on February 14, 2023, the Amending Declaratory Resolution was confirmed after conducting a public hearing at the January 10, 2023 Commission meeting;

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

1. The Common Council hereby finds and determines that it will be in the best interests of the City to establish the Housing Allocation Area as described in the Amending Declaratory Resolution.

2. The creation of the Housing Allocation Area as described in the Amending Declaratory Resolution is hereby approved.

3. This resolution shall be effective from and after passage.

PASSED AND ADOPTED by the Common Council of the City of Goshen, Indiana, this 6th day of March, 2023.

COMMON COUNCIL OF THE CITY OF
GOSHEN, INDIANA

Presiding Officer

ATTEST:

Clerk-Treasurer

Presented by me to the Mayor of the City of Goshen, Indiana, on the ____ day of March, 2023, at __:__.m.

Clerk-Treasurer

Signed and approved by me, the Mayor of the City of Goshen, Indiana, this ____ day of March, 2023, at __:__.m.

Mayor

RESOLUTION NO. 04-2023

RESOLUTION CONFIRMING THE RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION ADOPTED ON DECEMBER 13, 2022, ENTITLED "AMENDING DECLARATORY RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION CREATING A NEW HOUSING ALLOCATION AREA WITHIN THE SOUTHEAST ECONOMIC DEVELOPMENT AREA AND HOUSING PROGRAM"

WHEREAS, the Goshen ("City") Redevelopment Commission ("Commission") adopted a declaratory resolution on August 14, 2012, as supplemented and amended to date (collectively, as amended, "Declaratory Resolution"), as confirmed by a confirmatory resolution adopted on November 13, 2012, as supplemented and amended to date (collectively, as amended, "Confirmatory Resolution"), establishing and consolidating the Southeast Economic Development Area ("Original Area");

WHEREAS, the Declaratory Resolution and the Confirmatory Resolution are hereinafter collectively referred to as the "Area Resolution;"

WHEREAS, the Area Resolution approved the Economic Development Plan, as amended (collectively, as amended, "Original Plan") which Original Plan contained specific recommendations for economic development in the Original Area;

WHEREAS, the Area Resolution designated, consolidated and expanded the Southeast Allocation Area in accordance with IC 36-7-14-39 ("Original Allocation Area"), for the purpose of capturing property taxes generated from the incremental assessed value of real property located in the Original Allocation Area;

WHEREAS, on December 13, 2022, the Commission adopted a resolution amending the Area Resolution ("Amending Declaratory Resolution");

WHEREAS, the Commission amended the Area Resolution to: (i) reduce the Original Allocation Area by removing the area identified on the map in Exhibit A attached thereto from the Original Allocation Area (as reduced, will continue to be known as the "Southeast Allocation Area") and designating such new area as the Southeast Housing TIF Allocation Area ("Housing Allocation Area"); and (ii) pursuant to IC 36-7-14-53 through -56, approve the residential Housing Program attached thereto as Exhibit B ("Housing Program"), including the construction of road infrastructure, utility infrastructure and sidewalks, together with all necessary appurtenances, related improvements and equipment, needed to support the proposed development in the Housing Program, in, serving or benefiting the Original Area;

WHEREAS, the Southeast Allocation Area shall maintain the same base assessment date as the Original Allocation Area;

WHEREAS, the Housing Allocation Area shall have a base assessment date of January 1, 2023;

WHEREAS, the Commission submitted the Amending Declaratory Resolution and supporting data to the Goshen Plan Commission ("Plan Commission") and the Plan Commission has issued its written order approving the Amending Declaratory Resolution and the Housing Program;

WHEREAS, the Common Council, by resolution adopted January 9, 2023, approved the order of the Plan Commission;

WHEREAS, the Commission published notice of the adoption and content of the Amending Declaratory Resolution in the *Goshen News*, which notice also gave notice of a hearing on the proposed amendments to be held by the Commission;

WHEREAS, the notice described in the preceding paragraph was also filed in the office of the Plan Commission and any other departments, bodies or offices having to do with City planning, variances from zoning ordinances, land use or the issuance of building permits; and

WHEREAS, copies of the notice were also filed on or before December 30, 2022, with the officer authorized to fix budgets, tax rates and tax levies under IC 6-1.1-17-5 for each taxing unit that is either wholly or partly located within the proposed Housing Allocation Area, together with a statement disclosing the impact of the Housing Allocation Area, including the following:

(A) The estimated economic benefits and costs incurred by the Housing Allocation Area, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values; and

(B) The anticipated impact on tax revenues of each taxing unit that is either wholly or partly located within the new Housing Allocation Area; and

WHEREAS, the Commission on January 10, 2022, conducted a public hearing at which the Commission heard all persons interested in the proceedings and considered all written remonstrances and objections that were filed;

NOW, THEREFORE, BE IT RESOLVED BY THE GOSHEN REDEVELOPMENT COMMISSION, THAT:

Section 1. The Commission has considered the evidence presented and now finds and determines that it will be of public utility and benefit and will benefit the public health and welfare of the citizens of the City to amend the Declaratory Resolution and Plan as set forth in the Amending Declaratory Resolution.

Section 2. The Amending Declaratory Resolution and the Housing Program approved by the Commission on December 13, 2022, copies of which are attached hereto and incorporated herein, are hereby confirmed.

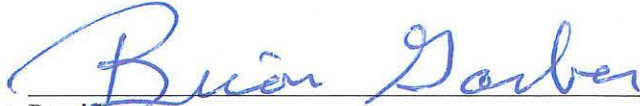
Section 3. The Secretary is instructed to submit this resolution to the Common Council for approval of the amendment to the Original Area and the establishment of the Housing Allocation Area.

Section 4. The Amending Declaratory Resolution and the Housing Program, as confirmed, shall be attached to and incorporated in this resolution. The Secretary is hereby directed to record this resolution with the Elkhart County Recorder and provide a record stamped copy to the Elkhart County Auditor within thirty (30) days of the date set forth below.

Section 5. This resolution is effective upon passage.

Adopted at a meeting of the Goshen Redevelopment Commission held on this 14th day of February, 2023, in Goshen, Indiana.

GOSHEN REDEVELOPMENT COMMISSION



President



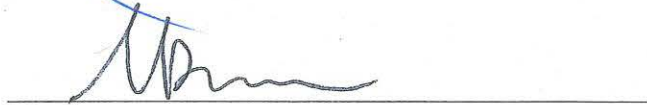
Vice-President



Secretary




Member



Member

ATTEST:



Secretary

RESOLUTION NO. 60-2022

AMENDING DECLARATORY RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION CREATING A NEW HOUSING ALLOCATION AREA WITHIN THE SOUTHEAST ECONOMIC DEVELOPMENT AREA

WHEREAS, the Goshen ("City") Redevelopment Commission ("Commission") adopted a declaratory resolution on August 14, 2012, as supplemented and amended to date (collectively, as amended "Declaratory Resolution"), as confirmed by a confirmatory resolution adopted on November 13, 2012, as supplemented and amended to date (collectively, as amended, "Confirmatory Resolution"), establishing and consolidating the Southeast Economic Development Area ("Original Area");

WHEREAS, the Declaratory Resolution and the Confirmatory Resolution are hereinafter collectively referred to as the "Area Resolution;"

WHEREAS, the Area Resolution approved the Economic Development Plan, as amended (collectively, as amended, "Original Plan") which Original Plan contained specific recommendations for economic development in the Original Area;

WHEREAS, the Area Resolution designated, consolidated and expanded the Southeast Allocation Area in accordance with IC 36-7-14-39 ("Original Allocation Area"), for the purpose of capturing property taxes generated from the incremental assessed value of real property located in the Original Allocation Area;

WHEREAS, the Commission has certain outstanding; (i) Redevelopment District Refunding Bonds of 2015, dated February 26, 2015, now outstanding in the amount of \$1,255,000 and maturing annually on January 1 over a period ending January 1, 2025, as authorized by resolution ("2015 Resolution"), payable from tax increment collected in the Original Allocation Area ("Tax Increment"); and (ii) the pledge of the Tax Increment collected in the Original Allocation Area to the payment of lease rentals pursuant to a Lease Agreement, dated April 25, 2015, as amended by Amendment No. 1 to Lease, dated May 18, 2015 (collectively, as amended, "2015 Lease"), between the Goshen Redevelopment Authority ("Authority") and the Commission securing the Authority's Economic Development Lease Rental Refunding Bonds of 2015, dated June 19, 2015, now outstanding in the amount of \$3,440,000, and which 2015 Lease is payable semiannually on January 1 and July 1 over a period ending January 1, 2028 (collectively, "Outstanding Obligations");

WHEREAS, neither the 2015 Resolution nor the 2015 Lease, each authorizing the Outstanding Obligations, prohibit the alteration of the Original Allocation Area if, in the judgment of the Commission, the alteration does not adversely affect the owners of the Outstanding Obligations in any material way;

WHEREAS, the Commission now desires to amend the Area Resolution to: (i) reduce the Original Allocation Area by removing the area identified on the map in Exhibit A attached hereto and incorporated herein from the Original Allocation Area (as reduced, will continue to be known as the "Southeast Allocation Area") and designating such new area as the Southeast Housing TIF

Allocation Area; and (ii) pursuant to IC 36-7-14-53 through -56, approve the residential Housing Program attached hereto as Exhibit B ("Housing Program"), including the construction of road infrastructure, utility infrastructure and sidewalks, together with all necessary appurtenances, related improvements and equipment, needed to support the proposed development in the Housing Program ("Projects") in, serving or benefiting the Original Area;

WHEREAS, the Southeast Allocation Area shall maintain the same base assessment date as the Original Allocation Area;

WHEREAS, the Southeast Housing TIF Allocation Area shall have a base assessment date of January 1, 2023; and

WHEREAS, IC 36-7-14-17.5 authorizes the Commission to amend the Area Resolution after conducting a public hearing, if it finds that:

(a) The amendments are reasonable and appropriate when considered in relation to the Original Area Resolution and the purposes of IC 36-7-14; and

(b) The Original Area Resolution conforms to the comprehensive plan for the City;

NOW, THEREFORE, BE IT RESOLVED BY THE GOSHEN REDEVELOPMENT COMMISSION, THAT:

Section 1. The Area Resolution is hereby amended to: (i) reduce the Original Allocation Area by removing the area identified on the map in Exhibit A attached hereto and incorporated herein from the Original Area (as reduced, will continue to be known as the "Southeast Allocation Area") and designating such new area as the Southeast Housing TIF Allocation Area; and (ii) approve the Housing Program attached hereto as Exhibit B, including the construction of the Projects, in, serving or benefiting the Original Area

Section 2. The Commission hereby finds that: (i) the current assessed value in the proposed Southeast Housing TIF Allocation Area is \$172,700; (ii) the current estimated property tax revenue from the proposed Southeast Housing TIF Allocation Area is \$0.00; (iii) the Tax Increment estimated to be generated in the Original Allocation Area exceeds 773% of the debt service due on the Outstanding Obligations; and (iv) additional growth has occurred in the Original Allocation Area subsequent to issuance of the Outstanding Obligations and, therefore, the Commission further finds that altering the Original Allocation Area in the manner set forth herein will not adversely affect the owners of the Outstanding Obligations in any material way.

Section 3. The Commission finds that the Housing Program will be of public utility and benefit as measured by the provision of a variety of residential housing and an increase in the property tax base. The Commission further finds that the public health and welfare will be benefited by the accomplishment of the Housing Program by: (i) providing additional housing options to attract new residents to the community and retain existing residents that are looking for new housing options in their community; (ii) increasing the property tax base; and (iii) through the development of an approximately 170 acre area, in two phases, to support residential development

including single-family residential housing, along with townhomes, duplexes, condominiums and apartments, allowing more residents the opportunity to live and work within the City.

Section 4. The Commission now finds and determines that the amendments described in Section 1 above are reasonable and appropriate when considered in relation to the Area Resolution as amended by this amending resolution and to the economic development and redevelopment purposes set forth in IC 36-7-14. The Commission finds that the Projects constitute local public improvements and that the Area Resolution and the Housing Program conform to the comprehensive plan for the City.

Section 5. The Southeast Allocation Area shall maintain its original base assessment date and the Southeast Housing TIF Allocation Area shall have a base assessment date of January 1, 2023.

Section 6. The allocation provision in effect when the Southeast Allocation Area was designated as a part of the Original Allocation Area shall continue to apply to the reduced Southeast Allocation Area.

Section 7. This paragraph shall be considered the allocation provision for the Southeast Housing TIF Allocation Area for purposes of IC 36-7-14-39. The entire Southeast Housing TIF Allocation Area shall constitute an allocation area as defined in IC 36-7-14-39. Any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the Southeast Housing TIF Allocation Area shall be allocated and distributed in accordance with IC 36-7-14-39 or any applicable successor provision. This allocation provision shall expire no later than 25 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenue generated in the Southeast Housing TIF Allocation Area.

Section 8. The Redevelopment Director is instructed to submit this resolution to the Goshen Plan Commission ("Plan Commission") for approval.

Section 9. The Commission also directs the Redevelopment Director, after receipt of the written order of approval of the Plan Commission which has been approved by the Common Council, to publish notice of the adoption and substance of this resolution in accordance with IC 5-3-1-4 and to file notice with the Plan Commission, the Board of Zoning Appeals, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that maps and plats have been prepared and can be inspected at the office of the City's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed amendments to the Original Allocation Area and will determine the public utility and benefit of the proposed Projects and the amendments to the Original Allocation Area.

Section 10. The Commission also directs the Redevelopment Director to prepare or cause to be prepared a statement disclosing the impact of creating the Southeast Housing TIF Allocation Area including the following:

(a) The estimated economic benefits and costs incurred, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values; and

(b) The anticipated impact on tax revenues of each taxing unit that is either wholly or partly located within the new Southeast Housing TIF Allocation Area.

A copy of this statement shall be filed with each such taxing unit with a copy of the notice required under Section 17 of the Act at least 10 days before the date of the hearing described in Section 9 of this Resolution.

Section 11. The Commission hereby finds that the creation of the Southeast Housing TIF Allocation Area will result in new property taxes that would not have been generated without this new allocation provision because the construction of road infrastructure, utility infrastructure and sidewalks needed to support the proposed development set forth in the Housing Program are required by the developer to construct new residential housing and the tax increment generated by the new residential housing is needed to fund construction of the Projects.

Section 12. The Commission hereby finds that the initial estimated costs of the Projects to be funded by the Commission through the pledge of tax increment from the Southeast Housing TIF Allocation Area is in the approximate amount of \$20,000,000.

Section 13. The Commission hereby finds that all property in the Southeast Housing TIF Allocation Area will positively benefit from the Projects.

Section 14. In all other respects the Area Resolution and the Original Plan are hereby ratified and confirmed.

Section 15. This resolution is effective upon passage.

Adopted at a meeting of the Commission held December 13, 2022 in Goshen, Indiana.

GOSHEN REDEVELOPMENT COMMISSION

Brian Garbes
President

Chelsea Johnson
Vice President

Bu Bu
Secretary

[Signature]
Member

Absent
Member

Attest:

Bu Bu
Secretary

EXHIBIT A

Map of Southeast Economic Development Area and
Southeast Housing TIF Allocation Area

(Attached)

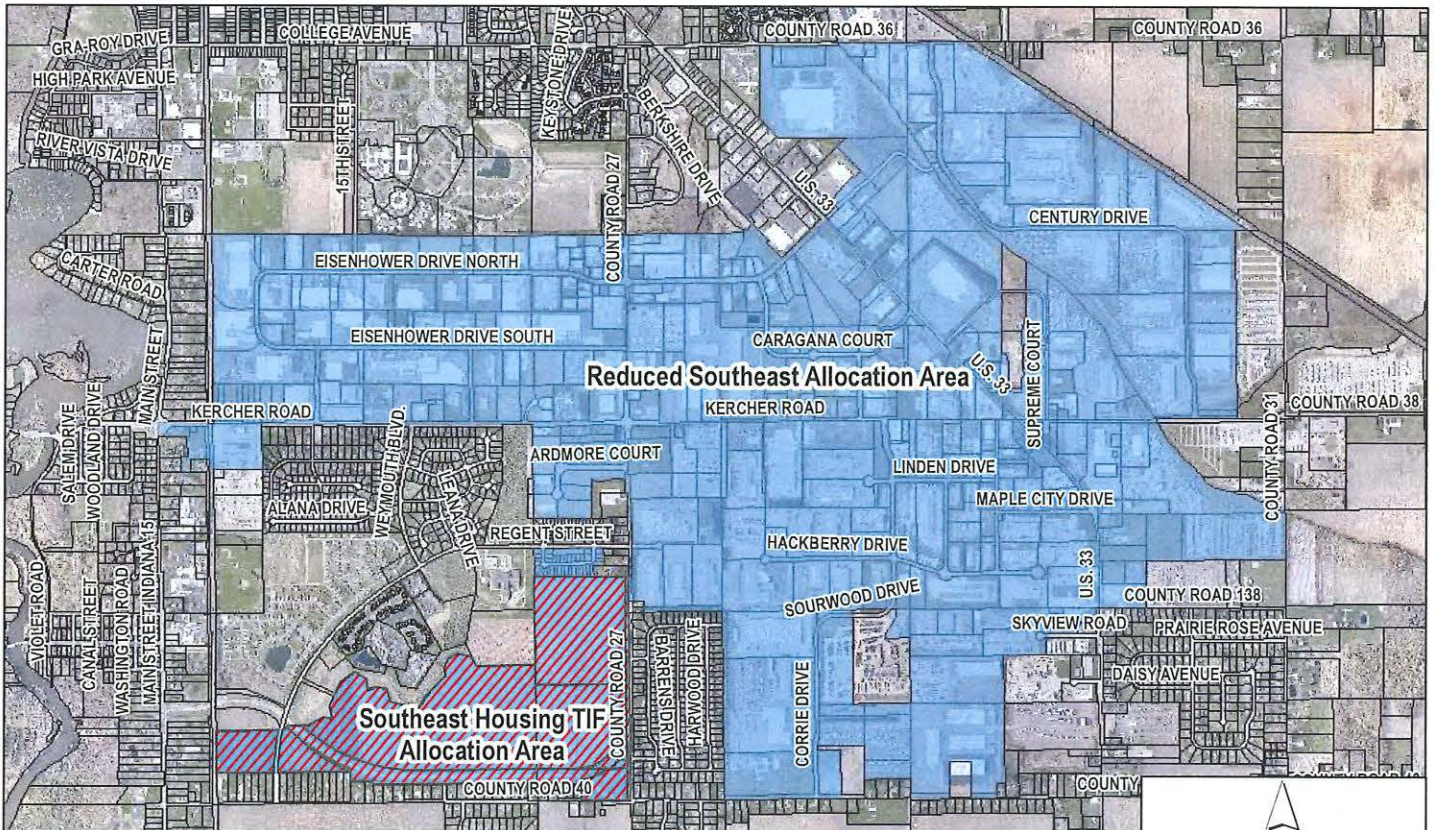
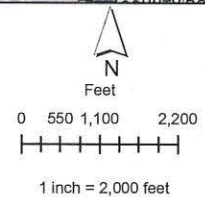


Exhibit A
 Reduced Southeast Allocation Area & New Southeast Housing TIF Allocation Area

Information as of
 December 13, 2022



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.

The City of Goshen
 Department of Public Works & Safety
 Office of Engineering
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax: 574-533-8626

EXHIBIT B

Housing Development Program Southeast Housing TIF Allocation Area Goshen Redevelopment Commission

Purpose and Introduction.

This document is the Housing Development Program required by IC 36-7-14-53(b) ("Program") for the Southeast Housing TIF Allocation Area ("Housing Allocation Area") for the City of Goshen, Indiana ("City") and is set forth as the basis for conducting a public meeting or meetings in the area or areas to be affected by the Program prior to formal submittal for approval. It is intended for approval by the Common Council of the City, the School Board of Goshen Community Schools and the Goshen Redevelopment Commission ("Commission") in conformance with IC 36-7-14-53.

Program Objectives.

The purposes of the Program are to: (i) benefit the public health and welfare of the citizens of the City by providing additional housing options to attract new residents to the community and retain existing residents that are looking for new housing options in their community; (ii) increase the property tax base; and (iii) through the development of an approximately 170 acre area, in two phases, to support residential development including single family residential housing along with townhomes, duplexes, condominiums and apartments, allowing more residents the opportunity to live and work within the City.

Program Criteria.

In the previous three (3) calendar years only 109 new single-family homes have been constructed in the City. No new neighborhood developments have been undertaken by private enterprise. Single family housing development has been stagnant in the City and in order to spur significant growth in this area it will require assistance with required infrastructure to encourage private development.

Phase I of the proposed development will include single-family and multi-family residential housing across approximately 75 acres.

Project Description.

The implementation of the Housing Program requires the construction of road improvements, utility improvements, sidewalks and any and all related public improvements and may include the capital improvements described as follows (collectively, "Projects"):

- (1) Construction or reconstruction of roads and bridges
- (2) Site preparation and excavation;
- (3) Construct or repair water towers;
- (4) Construction or reconstruction of water or sewer treatment system;
- (5) Construction, reconstruction or extension of sewer infrastructure;

- (6) Construction, reconstruction or extension of water infrastructure;
- (7) Construction or reconstruction of storm water drainage systems;
- (8) Utility relocation;
- (9) Construction or reconstruction of buffer zones/mounding;
- (10) Purchase or lease of public safety or public works equipment or facilities, which will serve the Area;
- (11) Parking facilities and lighting for parking areas;
- (12) Recreational facilities, including but not limited to, pedestrian trails and pedestrian bridges to improve the quality of place for citizens in the Area.

All Projects will be in or physically connected to the Southeast Economic Development Area and required to serve the Housing Allocation Area.

Acquisition of Property.

The Commission has no present plans to acquire any interests in real property.

The Commission may not exercise the power of eminent domain in implementing the Program.

Procedures with respect to the Projects.

All contracts for material or labor in the accomplishment of the Projects shall, to the extent required by law, be let under IC 36-1-12.

Any construction work required by the Commission in connection with the Projects may be carried out by the appropriate municipal department or agency. The Commission may carry out the construction work if all plans, specifications, and drawings are approved by the appropriate department or agency and the statutory procedures for the letting of the contracts by the appropriate department or agency are followed by the Commission.

The Commission may pay any charges or assessments made on account of orders, approval, consents, and construction work with respect to the Projects or may agree to pay these assessments in installments as provided by statute in the case of private owners.

Financing of the Projects.

It is the intention of the Commission to issue bonds payable from incremental ad valorem property taxes allocated under IC 36-7-14-39 and -56 in order to raise money for completion of the Projects in the Housing Allocation Area. The amount of these bonds may not exceed the total, as estimated by the Commission of all expenses reasonably incurred in connection with the Projects, including:

- (a) The total cost of all land, rights-of-way, and other property to be acquired and developed;

(b) All reasonable and necessary architectural, engineering, construction, equipment, legal, financing, accounting, advertising, bond discount and supervisory expenses related to the acquisition and development of the Projects or the issuance of bonds;

(c) Capitalized interest on the bonds (not to exceed 5 years from the date of issuance) and a debt service reserve for the bonds to the extent the Commission determines that a reserve is reasonably required; and

(d) Expenses that the Commission is required or permitted to pay under IC 8-23-17.

In the issuance of bonds the Commission will comply with IC 36-7-14-25.1.

As an alternative to bonds issued by the Commission, the Commission may pledge tax increment pursuant to IC 36-7-14-39(b)(2)(D) to any bonds issued by the City.

Amendment of the Program.

By following the procedures specified in IC 36-7-14-17.5, the Commission may amend the Program for the Housing Allocation Area. However, any enlargement of the boundaries of the Housing Allocation Area must be approved by the Common Council.

ORDINANCE 5151

Amend 2023 Compensation Ordinance 5138 for Civil City and Utilities Employees

WHEREAS Ordinance 5138 approves the 2023 minimum and maximum compensation, including wages and benefits, for Civil City and Utilities employees.

WHEREAS City Administration wishes to assign grades to the previously ungraded position of City Attorney and position of Special Firefighter, and increase the grade for the Public Works Director position.

NOW, THEREFORE, BE IT ORDAINED by the Goshen Common Council that Ordinance 5138, 2023 Compensation Ordinance for Civil City and Utilities Employees, shall be amended as follows:

- (1) EXHIBIT A, 2023 Positions, Classifications and Grades, shall be amended by:
 - a. Changing the grade for the position of Special Firefighter from ungraded to Grade 9.
 - b. Changing the grade for the position of City Attorney from ungraded to Grade 35.
 - c. Changing the grade for the position of Public Works Director from Grade 33 to Grade 34.

EXHIBIT A, as amended, is attached to this ordinance.

- (2) EXHIBIT B, 2023 Wages for All Grades, shall be amended by adding grades and the respective wages for Grades 34 and 35. Exhibit B, as amended, is attached to this ordinance.
- (3) EXHIBIT D, 2023 Wages for Ungraded Positions, shall be amended by removing the position of City Attorney. Exhibit D, as amended, is attached to this ordinance.
- (4) The wage increase for the position of Special Firefighter shall be effective beginning with the first paycheck issued in 2023.

PASSED by the Goshen Common Council on March _____, 2023.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on March _____, 2023, at the hour of _____:_____
____.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on March _____, 2023.

Jeremy P. Stutsman, Mayor

EXHIBIT A
(as Amended by Ordinance 5151)
2023 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Aviation	Airport Manager	Covered, Exempt (Salary)	Ex D
Cemetery	Cemeteries Director	Non-Covered, Ineligible (Salary)	14
Cemetery	Assistant Cemeteries Director	Covered, Non-Exempt (Hourly)	8
Central Garage	Fleet Maintenance Manager	Non-Covered, Ineligible (Salary)	19
Central Garage	Assistant Fleet Maintenance Manager	Covered, Non-Exempt (Hourly)	13
Central Garage	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Central Garage	Mechanic	Covered, Non-Exempt (Hourly)	Ex C
Central Garage	Mechanic Assistant	Covered, Non-Exempt (Hourly)	Ex C
Clerk-Treasurer	First Deputy	Non-Covered, Eligible (Salary)	12
Clerk-Treasurer	Grants Manager	Covered, Non-Exempt (Hourly)	11
Clerk-Treasurer	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Clerk-Treasurer	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Clerk-Treasurer	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Community Development	Community Development Director	Non-Covered, Ineligible (Salary)	23
Community Development	Planning Director	Non-Covered, Ineligible (Salary)	20
Community Development	Zoning Administrator	Covered, Exempt (Salary)	20
Community Development	Assistant Zoning Administrator	Covered, Exempt (Salary)	13
Community Development	Community Development Specialist	Covered, Exempt (Salary)	13
Community Development	Building Commissioner	Non-Covered, Ineligible (Salary)	19
Community Development	Assistant Building Commissioner	Covered, Non-Exempt (Hourly)	14
Community Development	Code Compliance Officer I	Covered, Non-Exempt (Hourly)	12
Community Development	Code Compliance Officer II	Covered, Non-Exempt (Hourly)	10
Community Development	Redevelopment Director	Non-Covered, Ineligible (Salary)	19
Community Development	Project Manager	Covered, Exempt (Salary)	14

EXHIBIT A
(as Amended by Ordinance 5151)
2023 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Community Development	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Community Development	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Court	Clerk	Non-Covered, Eligible (Salary)	11
Court	Probation Officer	Covered, Exempt (Salary)	Ex D
Court	Bailiff	Covered, Non-Exempt (Hourly)	6
Court	Court Operations Assistant	Covered, Non-Exempt (Hourly)	5
Court	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Court	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Court	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Engineering	Civil City Engineer	Non-Covered, Ineligible (Salary)	30
Engineering	Utilities Engineer	Non-Covered, Ineligible (Salary)	30
Engineering	Administrative City Engineer	Covered, Exempt (Salary)	24
Engineering	Project Manager	Covered, Exempt (Salary)	20
Engineering	GIS Coordinator	Covered, Non-Exempt (Hourly)	13
Engineering	Asset Manager	Covered, Non-Exempt (Hourly)	12
Engineering	Stormwater Coordinator	Covered, Non-Exempt (Hourly)	11
Engineering	Stormwater Specialist	Covered, Non-Exempt (Hourly)	10
Engineering	Technician I	Covered, Non-Exempt (Hourly)	11
Engineering	Technician II	Covered, Non-Exempt (Hourly)	9
Engineering	Inspector I	Covered, Non-Exempt (Hourly)	10
Engineering	Inspector II	Covered, Non-Exempt (Hourly)	9
Engineering	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Engineering	Office Assistant II	Covered, Non-Exempt (Hourly)	6

EXHIBIT A
(as Amended by Ordinance 5151)
2023 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Environmental Resilience	Environmental Resilience Director	Non-Covered, Ineligible (Salary)	19
Environmental Resilience	Education/Grant Writer	Covered, Non-Exempt (Hourly)	11
Environmental Resilience	Urban Forester II	Covered, Non-Exempt (Hourly)	10
Environmental Resilience	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Fire	Civilian Fire Chief	Non-Covered, Ineligible (Salary)	25
Fire	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Fire	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Fire	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Fire	Special Firefighter	Covered, Non-Exempt (Hourly)	9
Legal	City Attorney	Non-Covered, Ineligible (Salary)	35
Legal	Planning and Zoning Attorney	Non-Covered, Ineligible (Salary)	Ex D
Legal	Assistant City Attorney	Covered, Exempt (Salary)	30
Legal	Legal Compliance Administrator	Covered, Exempt (Salary)	19
Legal	Human Resources Manager	Covered, Exempt (Salary)	18
Legal	Paralegal	Covered, Non-Exempt (Hourly)	11
Legal	Administrative Legal Assistant	Covered, Non-Exempt (Hourly)	9
Legal	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Legal	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Mayor	Deputy Mayor	Non-Covered, Ineligible (Salary)	30
Mayor	Administrative Assistant	Non-Covered, Eligible (Salary)	12
Non-specified	Board of Public Works and Safety Member, excluding Mayor	Non-Covered, Ineligible (Salary)	Ex D
Non-specified	Public Works Director	Non-Covered, Ineligible (Salary)	34
Non-specified	Community Relations Director	Non-Covered, Ineligible (Salary)	12
Non-specified	Communications Coordinator	Covered, Non-Exempt (Hourly)	11

EXHIBIT A
(as Amended by Ordinance 5151)
2023 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Non-specified	Ordinance Compliance Officer	Covered, Non-Exempt (Hourly)	10
Non-specified	Technology Coordinator	Covered, Exempt (Salary)	15
Non-specified	Technology Assistant I	Covered, Non-Exempt (Hourly)	10
Non-specified	Technology Assistant II	Covered, Non-Exempt (Hourly)	7
Non-specified	Buildings and Grounds Maintenance Manager	Covered, Non-Exempt (Hourly)	9
Non-specified	Laborer - Skilled	Covered, Non-Exempt (Hourly)	7 or Ex E
Non-specified	Laborer - Semiskilled	Covered, Non-Exempt (Hourly)	4 or Ex E
Non-specified	Laborer - General	Covered, Non-Exempt (Hourly)	1 or Ex E
Non-specified	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Non-specified	Receptionist/Office Assistant III	Covered, Non-Exempt (Hourly)	5
Non-specified	Custodian	Covered, Non-Exempt (Hourly)	3
Parks & Recreation	Park Superintendent	Non-Covered, Ineligible (Salary)	19
Parks & Recreation	Conservation and Forestry Coordinator	Covered, Exempt (Salary)	16
Parks & Recreation	Park Maintenance Development Director	Covered, Exempt (Salary)	16
Parks & Recreation	Park Maintenance	Covered, Non-Exempt (Hourly)	Ex C
Parks & Recreation	Park Ranger/Pavilion Manager and Maintenance	Covered, Non-Exempt (Hourly)	Ex C
Parks & Recreation	Recreation Supervisor	Covered, Exempt (Salary)	14
Parks & Recreation	Recreation Coordinator	Covered, Non-Exempt (Hourly)	10
Parks & Recreation	Program Director	Covered, Non-Exempt (Hourly)	7
Parks & Recreation	Program Director - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	7
Parks & Recreation	Program Director - Pool	Covered, Exempt-Recreational (Hourly)	7
Parks & Recreation	Program Director - Softball League	Covered, Exempt-Recreational (Hourly)	7
Parks & Recreation	Program Leader	Covered, Non-Exempt (Hourly)	3
Parks & Recreation	Program Leader - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	3

EXHIBIT A
(as Amended by Ordinance 5151)
2023 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Parks & Recreation	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Parks & Recreation	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Parks & Recreation	Water Safety Instructor	Covered, Exempt-Recreational (Hourly)	6
Parks & Recreation	Lifeguard	Covered, Exempt-Recreational (Hourly)	4
Parks & Recreation	Cashier	Covered, Non-Exempt (Hourly)	1
Parks & Recreation	Cashier - Pool	Covered, Exempt-Recreational (Hourly)	1
Parks & Recreation	Scorekeeper	Covered, Non-Exempt (Hourly)	1
Parks & Recreation	Scorekeeper - Softball League	Covered, Exempt-Recreational (Hourly)	1
Parks & Recreation	Laborer - General - Softball Field Maintenance	Covered, Exempt-Recreational (Hourly)	1
Police	Civilian Police Chief	Non-Covered, Ineligible (Salary)	25
Police	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Police	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Street	Street Commissioner	Non-Covered, Ineligible (Salary)	19
Street	Assistant Street Commissioner	Covered, Non-Exempt (Hourly)	16
Street	Foreman	Covered, Non-Exempt (Hourly)	13
Street	Heavy Equipment Operator	Covered, Non-Exempt (Hourly)	Ex C
Street	Light Equipment Operator	Covered, Non-Exempt (Hourly)	Ex C
Street	Paint and Sign Technician	Covered, Non-Exempt (Hourly)	Ex C
Street	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Water & Sewer	Utilities Superintendent	Non-Covered, Ineligible (Salary)	27
Water & Sewer	Wastewater Superintendent	Non-Covered, Ineligible (Salary)	20
Water & Sewer	Environmental Compliance Administrator	Covered, Exempt (Salary)	18
Water & Sewer	Pretreatment/Laboratory Coordinator	Covered, Exempt (Salary)	17
Water & Sewer	FOG (Fats, Oils and Grease) Inspector/Laboratory Chemist	Covered, Non-Exempt (Hourly)	14

EXHIBIT A
(as Amended by Ordinance 5151)
2023 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Water & Sewer	Laboratory Chemist	Covered, Non-Exempt (Hourly)	13
Water & Sewer	Maintenance Manager	Covered, Exempt (Salary)	18
Water & Sewer	Assistant Maintenance Manager	Covered, Non-Exempt (Hourly)	15
Water & Sewer	Water and Sewer Superintendent	Non-Covered, Ineligible (Salary)	20
Water & Sewer	Water Quality Manager	Covered, Exempt (Salary)	18
Water & Sewer	Construction/Distribution Supervisor	Covered, Non-Exempt (Hourly)	16
Water & Sewer	Assistant Water Treatment Operator/Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Inspection Crew Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Meter Service Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	SCADA Operator Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Sewer Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	TVI Specialist	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Wastewater Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Wastewater Treatment Operator	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water and Sewer Construction and Distribution Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water Plant Operator	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water Treatment Operator	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Utilities Office Manager	Non-Covered, Ineligible (Salary)	16
Water & Sewer	Utilities Office Supervisor	Covered, Non-Exempt (Hourly)	11
Water & Sewer	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Water & Sewer	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Water & Sewer	Office Assistant III	Covered, Non-Exempt (Hourly)	5

EXHIBIT B
(as Amended by Ordinance 5151)
2023 Wages for All Grades

Grade	MINIMUM		MIDPOINT		MAXIMUM		Grade
	Bi-Weekly Salary	Hourly Wage	Bi-Weekly Salary	Hourly Wage	Bi-Weekly Salary	Hourly Wage	
1		\$14.52		\$17.38		\$20.25	1
2		\$15.35		\$18.38		\$21.41	2
3		\$16.17		\$19.36		\$22.56	3
4		\$16.99		\$20.35		\$23.70	4
5		\$17.79		\$21.31		\$24.82	5
6		\$18.62		\$22.30		\$25.98	6
7		\$19.44		\$23.28		\$27.13	7
8		\$20.26		\$24.27		\$28.27	8
9		\$21.08		\$25.25		\$29.42	9
10		\$21.91		\$26.23		\$30.56	10
11	\$1,818.15	\$22.73	\$2,177.43	\$27.22	\$2,536.71	\$31.71	11
12	\$1,883.84	\$23.55	\$2,256.10	\$28.20	\$2,628.36	\$32.85	12
13	\$1,949.53	\$24.37	\$2,334.77	\$29.18	\$2,720.01	\$34.00	13
14	\$2,015.22	\$25.19	\$2,413.44	\$30.17	\$2,811.66	\$35.15	14
15	\$2,080.91	\$26.01	\$2,492.11	\$31.15	\$2,903.31	\$36.29	15
16	\$2,146.62	\$26.83	\$2,570.80	\$32.14	\$2,994.98	\$37.44	16
17	\$2,212.31	\$27.65	\$2,649.47	\$33.12	\$3,086.63	\$38.58	17
18	\$2,278.00	\$28.48	\$2,728.14	\$34.10	\$3,178.28	\$39.73	18
19	\$2,343.69		\$2,806.81		\$3,269.93		19
20	\$2,409.38		\$2,885.48		\$3,361.58		20
21	\$2,475.07		\$2,964.15		\$3,453.23		21
22	\$2,540.75		\$3,042.82		\$3,544.89		22
23	\$2,606.44		\$3,121.49		\$3,636.54		23
24	\$2,672.13		\$3,200.16		\$3,728.19		24
25	\$2,737.82		\$3,278.83		\$3,819.84		25
26	\$2,803.51		\$3,357.50		\$3,911.49		26
27	\$2,869.20		\$3,436.17		\$4,003.14		27
28	\$2,934.89		\$3,514.84		\$4,094.79		28
29	\$3,000.58		\$3,593.51		\$4,186.44		29
30	\$3,066.27		\$3,672.18		\$4,278.09		30
31	\$3,133.42		\$3,752.60		\$4,371.78		31
32	\$3,202.02		\$3,834.76		\$4,467.50		32
33	\$3,272.82		\$3,919.55		\$4,566.28		33
34	\$3,812.84		\$4,566.28		\$5,319.72		34
35	\$4,170.89		\$4,995.08		\$5,819.27		35

EXHIBIT D
(as Amended by Ordinance 5151)
2023 Wages for Ungraded Positions

Department/Office	Position	Classification	Wage
Aviation	Airport Manager	Covered, Exempt (Salary)	\$2,017.44 Bi-Weekly
Court	Probation Officer *	Covered, Exempt (Salary)	See Below
Legal	Planning and Zoning Attorney	Non-Covered, Ineligible (Salary)	\$329.84 Bi-Weekly
Non-specified	Board of Public Works and Safety Member, excluding Mayor	Non-Covered, Ineligible (Salary)	\$191.22 Bi-Weekly

* A Probation Officer shall be compensated in accordance with the Judicial Conference of Indiana's 2023 minimum salary schedule for probation officers, and the salary of a Probation Officer that is currently paid above the minimum salary schedule shall not be reduced. A Probation Officer position that is scheduled to work less than 2,080 hours each year shall be paid in accordance with the minimum salary schedule on a pro rata basis.

ORDINANCE 5153

Additional Appropriations

WHEREAS it has been determined that it is necessary to appropriate more money than the amount appropriated in the current year's annual budget,

WHEREAS pursuant to notice given, the Goshen Common Council conducted a public hearing on the proposed additional appropriation,

NOW THEREFORE, BE IT ORDAINED that Goshen Common Council makes the following additional appropriation of money in excess of the current year's budget for the fund(s) named:

GENERAL FUND

101-510-03-413.0300 MAYOR / Retirement	\$42,700.00
101-510-09-411.0130 CEMETERIES / Full Time Personnel	\$77,000.00

PASSED by the Goshen Common Council on _____, 2023.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2023, at _____ a.m./p.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2023.

Jeremy P. Stutsman, Mayor

**Goshen Common Council
Resolution 2023-04**

**Interlocal Agreement with Elkhart County
for Animal Control Services**

WHEREAS Elkhart County has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2023 for certain areas of Elkhart County, including within the corporate boundaries of the City of Goshen.

WHEREAS the City of Goshen agrees to contribute \$85,400 to reimburse Elkhart County for the cost of providing animal shelter management and animal control services within the City of Goshen.

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the Interlocal Agreement with Elkhart County for animal control services attached to and made a part of this resolution.

PASSED by the Goshen Common Council on March _____, 2023.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on March _____ 2023, at the hour of _____:_____ .m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on March _____ 2023.

Jeremy P. Stutsman, Mayor

**INTERLOCAL AGREEMENT BETWEEN ELKHART COUNTY, INDIANA
AND CITY OF GOSHEN, INDIANA FOR ANIMAL
CONTROL SERVICES**

This Agreement is made and entered into this ____ day of _____, 2023, by and between the COUNTY OF ELKHART, INDIANA (hereinafter referred to as the "County"), and the CITY OF GOSHEN, INDIANA (hereinafter referred to as "Municipality"),

WITNESSETH:

WHEREAS County has negotiated with The Humane Society of Elkhart County, Inc. for animal shelter management and animal control services for 2023;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2023 includes the unincorporated areas of Elkhart County and may include the areas within the corporate limits of the Municipality;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2023 has been entered into by County in the form which is attached to as Exhibit A;

WHEREAS the County and Municipality desire to enter into this Agreement in order to provide for the Services within the Municipality and to facilitate the reimbursement to the County by the Municipality for the cost of providing the Services within the Municipality for calendar year 2023;

NOW, THEREFORE in consideration of the foregoing and of the promises and commitments herein contained, the parties hereby agree as follows:

1. Definition of Services. For purposes of this Agreement, the term "Services" shall refer to the animal shelter management and animal control services to be furnished by The Humane Society of Elkhart County, Inc. to the Municipality pursuant to the Contract attached hereto as Exhibit A.

2. Administration. The County shall serve as the lead agency for the Services and assumes and agrees to be responsible for the overall administration of the Services to include, but not be limited to, the following:

a. Contracting with The Humane Society of Elkhart County, Inc. as required by and in compliance with the applicable statutes governing the County and contracts for public services;

b. Administering the contract with The Humane Society of Elkhart County, Inc.;

c. Maintaining the documents, contracts, notices, and other records in connection with the Services, including the financial records and providing a financial summary to the Municipality for all funds expended and received in connection with the Services; and

d. Providing such other general administrative services as are necessary to complete the Services.

3. Municipality Participation.

Municipality shall be responsible for reimbursing and contributing to County the sum of Eighty Five Thousand Four Hundred Dollars (\$85,400.00) for the Services which shall be paid in two (2) installments of Forty Two Thousand Seven Hundred Dollars (\$42,700.00) each with the first installment becoming due and payable on or before April 1st 2023 and with the second installment being payable on or before August 1st 2023. The Municipality contribution, or changes in amounts thereto, for calendar year 2023 are subject to budget approvals and appropriations by the Municipality.

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

5. Supplemental Documents. The Municipality and County agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

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

7. Miscellaneous.

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

b. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

c. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

d. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

e. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United State mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices shall be effective three (3) days after date of mailing:

County: Board of Commissioners of the County of Elkhart, Indiana
Elkhart County Administration Building
117 North Second Street
Goshen, IN 46526

Municipality: City of Goshen
C/O Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528_____

With copies to: Craig Buche, Elkhart County Attorney
Yoder, Ainlay, Ulmer & Buckingham, LLP
P.O. Box 575
130 North Main Street
Goshen, IN 46527

And _____

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

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

9. Counterparts. This Agreement may be executed in multiple counterparts and with multiple but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one single and unified Agreement when combined.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By _____
Bradley D. Rogers, President

By _____
Suzanne M. Weirick, Vice-President

By _____
Bob Barnes, Member

ATTEST:

Patricia A. Pickens, Elkhart County Auditor

CITY OF GOSHEN, INDIANA

By: _____

Print: Jeremy Stutsman, Mayor

ATTEST:

By: _____

Title: Clerk-Treasurer

Richard R. Aguirre

STATE OF INDIANA,)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2023, personally appeared the Board of Commissioners of Elkhart County, Indiana and Patricia A. Pickens, Elkhart County Auditor, and acknowledged that as said Commissioners and Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of Elkhart County, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public
Resident of Elkhart County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF ELKAHRT)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2023, personally appeared Jeremy Stutsman, Mayor and Richard R. Aguirre, Clerk-Treasurer, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Goshen, Indiana, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public
Resident of Elkhart County, IN

My Commission Expires:

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this _____ day of _____, 2023.

ELKHART COUNTY COUNCIL

By _____
Thomas Stump, President

ATTEST:

Patricia A. Pickens, Elkhart County Auditor

Exhibit A

CONTRACT FOR ANIMAL SHELTER MANAGEMENT AND ANIMAL CONTROL SERVICES

This contract made effective this 1st day of January, 2023 by and between the County of Elkhart, State of Indiana, hereinafter called the "County" and The Humane Society of Elkhart County, Inc., 54687 County Road 19, Bristol, Indiana, 46507, or its successors, executors, administrators and assignees, hereinafter called the "Contractor";

WITNESSETH:

WHEREAS, the Contractor is a not-for-profit corporation organized for the purpose of caring for and sheltering animals within Elkhart County, Indiana and has the personnel, facilities and equipment to aid the County with these services;

WHEREAS, the County desires to contract with the Contractor for animal control and shelter service, and the Contractor desires to provide the County with such services;

NOW, THEREFORE, in consideration of the premises and payments set forth in Section IV below, and the mutual promises herein, the parties agree as follows:

I. CONTRACT DOCUMENTS

The parties hereby agree to the following contract requirements. Where there is a conflict between the requirements of State and County law and the requirements set forth below, the requirements of State and County law shall take precedence and govern.

II. CONTRACTOR WORK REQUIREMENT

It is agreed that the service to be performed under this Contract is to provide animal shelter management services and animal control services in accordance with the terms, conditions and specifications contained or referenced herein.

The Contractor agrees that all animal shelter management services and animal control performed for the County shall be performed in full compliance with the applicable Federal, State and County laws, regulations and guidelines for such services.

The Contractor agrees that it shall provide the following animal shelter management services and animal control services:

A. Operation of the Animal Shelter

1. The Contractor shall operate and maintain the Animal Shelter located at 54687 County Road 19, Bristol, Indiana 46507 (the "Shelter").

2. The Contractor shall abide by all laws of the State of Indiana and all local ordinances designed to prevent cruelty to animals, and to enforce those laws and ordinances where it has the lawful authority to do so. The Contractor shall be entitled to rely in good faith upon the opinion of legal counsel as to whether it has such lawful authority.
3. Subject to paragraph IV (B) below but excluding the incorporated areas of the Town of Millersburg, the Contractor shall lawfully pick up, capture, impound, accept, care for, board, maintain and dispose of animals within the incorporated and unincorporated areas of Elkhart County, Indiana in the following instances: 1) the Contractor shall, during its regular business hours on Mondays through Fridays, pick up all observed or reported stray, confined, domestic animals; and 2) the Contractor shall, during other hours, pick up all observed or reported stray, confined, domestic animals where an animal is observed or reported as sick or injured, or where the animal is observed or reported to have bitten a human.
4. At a minimum, the Contractor shall operate the Shelter and keep the Shelter open to the public from 9 a.m. through 4 p.m. Monday through Saturday, except for Federal, State and County holidays when the Shelter may be closed to the public.
5. The Contractor shall provide an adequately trained animal technician staff of sufficient size to provide all the services required under this Contract.
6. The Contractor shall provide adequate food, water, shelter, space, care, treatment and transportation to all animals housed at the Shelter.
7. The Contractor shall provide a system to monitor medical and other information on each sheltered animal.
8. The Contractor shall be responsible for publicizing the hours of operation and the services of the Shelter.

B. Impoundment of Animals

1. The Contractor shall be responsible for enforcement of the quarantine for a 10 day period of any stray domestic animal which has bitten or is suspected to have bitten a person or as directed by the Elkhart County Health Department or County officials.
2. The Contractor shall be responsible for the humane euthanasia of any animal using methods approved by the State Veterinarian, if euthanasia is

required for reasons of public safety or welfare. The County acknowledges that nothing in this Contract shall be deemed to preclude the euthanasia of any animal by the Humane Society of Elkhart County, Inc. In the event the Humane Society of Elkhart County, Inc. performs euthanasia of any animal for reasons other than public safety or welfare, or other than in satisfaction of the County's legal obligations, if any, the Humane Society of Elkhart County, Inc., shall be responsible for, shall defend against and shall indemnify and hold the County harmless against any and all suits, claims, demands, losses or actions made against the County based upon, arising from, or incident to the performance of such euthanasia.

3. The Contractor shall not be responsible for the collection and disposal of the carcasses of dead animals.
4. The Contractor shall maintain all necessary records and reports of animals impounded at the Shelter.
5. The Contractor shall, upon request, furnish law enforcement agencies of Elkhart County and the Elkhart County Health Department all information in its possession about animals which have been impounded due to cruelty, neglect, bite cases or contagious diseases and shall cooperate with the said officials in the enforcement of laws prohibiting animal cruelty and supporting public safety.
6. Whenever the ownership of an impounded animal is ascertained, the Contractor shall make a reasonable effort to notify the owner of the animal's impoundment within the next business day after the animal is initially confined.
7. The Contractor shall collect, secure and deposit all fees, fines and costs due, including the cost of providing veterinary care for an animal, from owners of impounded animals in accordance with applicable laws. County shall not be responsible for such obligations.

C. Animal Control Officers

1. The Contractor shall employ individuals to enforce the provisions of, and to perform as animal control officers ("Animal Control Officers").
2. The Contractor shall be responsible for all continuing education training of Animal Control Officers to assure their continued compliance with State and local educational and training requirements.

D. Public Service Programs

In consideration of the award of this contract to the Contractor, the Contractor shall provide at its sole cost and expense, the following services:

1. A volunteer program to encourage support for the Contractor and its operations of the Shelter; provided that all volunteers shall execute, as a condition of their participation, a waiver of liability, in form and content acceptable to the Contractor;
2. Events designed to promote animal adoptions and to educate the public about animal welfare; and
3. The adoption program shall be conducted to ensure humane, permanent homes for animals. The Contractor must maintain a documented adoption procedure and maintain complete records of all adoption attempts and placements.

E. Cost of Operation, Expenses of Contractor and Expenses of County

1. The Contractor shall maintain at all times adequate supplies for the performance of its obligations under this Contract, including without limitation, the lawful duties of the Animal Control Officers.
2. All donations of any kind, made to the Humane Society of Elkhart County, Inc., will be considered the sole property of the Contractor, and if received by the County will be promptly forwarded to the Contractor.

F. Meetings and Other Requirements

The County shall appoint an individual to serve as liaison with the Contractor for the purpose of reviewing any matters relative to this Contract. To ensure adequate communication and coordination among all County agencies, the Contractor shall direct all notices required or permitted under this Contract through the contract administrator. In the case of an event requiring notification of County agencies other than the Sheriff Department, the Contractor shall inform the contract administrator or designee in a timely manner.

III. PERIOD OF CONTRACT PERFORMANCE

The term of this Contract is from January 1, 2023 through December 31, 2023. County may renew this Contract for calendar years 2024 and 2025 subject to the mutual agreement with the Contractor as to the Contract costs for said years.

IV. CONTRACT COSTS

- A. The Contractor at its own proper cost and expense shall do all the work necessary to carry out its obligations set forth in this Contract to the full extent as set forth herein and to the satisfaction of the County.

- B. For calendar year 2023, County shall pay the total sum of Two Hundred Twenty Thousand Dollars [\$220,000.00] to Contractor to perform all services under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein with respect to the unincorporated areas in Elkhart County, Indiana. Said amount shall be payable by County to Contractor as follows: County shall pay One Hundred Thirty Thousand Dollars (\$130,000.00) to Contractor on or before February 15, 2023, the balance of Ninety Thousand Dollars [\$90,000.00] shall be payable by County to Contractor in three (3) quarterly installments of Thirty Thousand Dollars [\$30,000.00] on April 1, 2023, July 1, 2023 and October 1, 2023. In consideration of the advancement of the One Hundred Thirty Thousand Dollars (\$130,000.00) on or before February 15, 2023, Contractor agrees to provide all of the services to be performed under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein both in the incorporated and unincorporated areas of Elkhart County, Indiana, but excluding the incorporated areas of the Town of Millersburg.

After March 31, 2023, Contractor shall not be required to provide the services to be performed under this Contract in the incorporated areas of Elkhart County, Indiana unless County agrees to pay an additional amount for any or all of the following incorporated areas respectively:

<u>Municipality</u>	<u>Amount</u>
City of Elkhart	\$139,150
City of Goshen	\$85,400
Town of Middlebury	\$5,940
Town of Wakarusa	\$6,600
Town of Bristol	\$4,400
Town of Nappanee	\$11,535

County intends to seek Interlocal Agreements with each of these listed municipalities to cover the additional costs specified above for each municipality. If such Interlocal Agreements are entered, County shall give written notice to Contractor on or before March 31, 2023 of which incorporated areas are to be covered by the services to be performed under this Contract by Contractor after March 31, 2023. County's notice may provide by its election to have Contractor

provide the services under this Contract in any or all of the municipalities listed above. For each municipality to be provided the services under this Contract after March 31, 2023, County shall pay to Contractor the additional amount specified above for that municipality which amounts shall be payable in three (3) quarterly installments paid on April 1, 2023, July 1, 2023 and October 1, 2023. Should any of the municipalities increase or decrease the amounts specified above the County will adjust the quarterly obligation to reflect the increase or decrease in funding from the municipalities in 2023.

- C. The parties reserve the right to negotiate mutually agreed rates for other future specified services. If the Contractor reasonably believes that any work it is requested to perform under this Contract is not, or may not be, within the scope of the Contract, or represents, or may represent a material change in the Contract, the Contractor shall immediately notify the Contract Administrator that the work is beyond the scope of the Contract or represents a material change in the Contract, and if the County desires the work to be undertaken, then the Contractor shall be fully compensated for performing the work; provided that a written change order to this Contract must have been made pursuant to Section V, B prior to the work being performed in order for such additional compensation to be paid to the Contractor.

V. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

A. Authorized Contract Administrators

- 1. Contract Administrator for the County shall be:

T. Jeffery Taylor
Elkhart County Administrator
117 N. Second Street
Goshen, IN 46528-3298
574-534-3541 FAX 574-535-6747

- 2. Contract Administrator for the Contractor shall be:

Director
Humane Society of Elkhart County, Inc.
54687 County Road 19
Bristol, IN 46507
574-848-4225 FAX 574-848-5453

B. Contracting Officer

County and Contractor's Administrator must authorize changes made to this Contract throughout the Contract period in writing.

VI. STATE LAW CERTIFICATION PROVISIONS

- A. Pursuant to Indiana Code §22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

- B. Contractor certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and that Contractor will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7, in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law.

- C. Investment Activity. Pursuant to Indiana Code §5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.

- D. E-Verify Program. Pursuant to Indiana code §22-5-1.7-11 Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of this Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to pain and penalties of perjury that it does not knowingly employ an unauthorized alien.

VII. TAX REQUIREMENTS

By executing this Contract, the Contractor agrees to comply with the laws, regulations, and rulings of the United States Internal Revenue Service related to the requirements for filing information statements, including IRS Form 1099.

VIII. DEFAULT

- A. Upon Contractor's failure to cure a default (i.e., non-performance or violation of contract terms) within fifteen (15) days of written notice of such default from the County to the Contractor (provided, if such default cannot be cured within such 15 day period, and the Contractor commences the cure within such 15 day period, the cure period shall be extended to 30 days after the initial written notice of such default), this Contract may be canceled or annulled by the County or its designee in whole or in part by written notice of default to the Contractor. Upon default, an award may be made to another contractor and the Contractor shall be liable to the County for costs incurred in excess of the costs provided for in this Contract.
- B. Rights, obligations, or liabilities of both parties, which arise prior to the suspension or termination of this Contract shall survive the suspension or termination of this Contract.

IX. ASSIGNMENT

Contractor shall not assign, transfer, convey or otherwise dispose of any or all of its right, title or interest in this Contract, without the prior written consent of County.

X. GOVERNING LAW

This Contract shall be governed in all respects by the laws of the State of Indiana and the County of Elkhart.

XI. INDEMNIFICATION, LIMITATION OF LIABILITY AND NOTICE

- A. Contractor shall be responsible for, shall defend against, and shall indemnify and hold the County harmless from any and all suits, claims, demands, losses or actions made against the County based upon, arising from, or incident to the provision of services by the Contractor under this Contract. This indemnification does not include indemnification for claims based upon the alleged unconstitutionality or invalidity of any provision of the state or county codes pursuant to which the Contractor acts or an alleged invalidity of the delegation, if any, to the Contractor under this Contract or the authority to enforce the state and county animal control laws and animal cruelty laws.
- B. The County shall notify the Contractor of any suit, claim, demand, loss or action made or files against the County within ten days after the County's receipt or learning of it.

XII. WARRANTIES

Each party to this Contract warrants the following:

- A. This Contract constitutes a valid, binding and enforceable agreement of the party;
- B. The execution of this Contract and the performance of its obligations are within the party's powers; have been authorized by all necessary action on behalf of the party; do not constitute a breach by the party of any agreement with another party; and will not cause a breach by the party of any duty arising at law or in equity; and
- C. The party possesses the financial capacity to perform all of its obligations under this Contract.

The parties agree that the failure of any of the above representations and warranties to be true during the term of this Contract shall constitute a material breach of this Contract, and the non-breaching party shall have the right, upon notice to the breaching party, to immediately terminate this Contract. All amounts outstanding hereunder shall be immediately due and payable. Court costs and other costs and expenses, including reasonable attorney's fees incurred in the collection of any amounts due hereunder, may also be recovered by the non-breaching party.

XIII. SEVERABILITY

Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason be hereafter declared invalid.

XIV. NON-WAIVER

The failure of the Contractor or the County to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the County of their rights at any time thereafter to require exact and strict compliance with all the terms hereof

XV. SURVIVABILITY OF PAYMENT OBLIGATIONS, RIGHTS AND REMEDIES

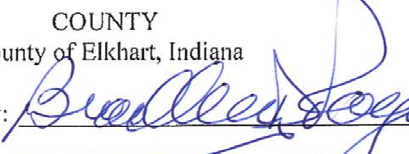
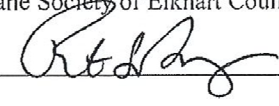
Provided the Contractor has not defaulted in the performance of its obligations under this Contract, the obligation of the County to make payments as herein set forth shall continue until fully performed. Any rights and remedies the County or Contractor may have with respect to each other arising out of either party's performance of services or obligations hereunder shall survive the expiration or termination of this Contract.

XVI. RELATION TO COUNTY

In performing services under this Contract, the Contractor shall be an independent contractor for the County, and neither the Contractor nor its employees, shall under any circumstances be considered employees, servants or agents of the County. The County shall not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents while performing under this Contract.

XVII. SIGNATORIES

Please type or print the following information, with the exception of the signature.

COUNTY	CONTRACTOR
County of Elkhart, Indiana	Humane Society of Elkhart County, Inc.
By: <u></u>	By: <u></u>
Printed: <u>BRADLEY D. ROGERS</u>	Printed: <u>ROBERT LARoy</u>
Title: President	Title: <u>EXECUTIVE DIRECTOR</u>
Date: <u>2-6-2023</u>	Date: <u>1-20-23</u>

**GOSHEN COMMON COUNCIL
RESOLUTION 2023-05**

**Interlocal Agreement with Elkhart County
for a Municipal Solid Waste Recycling Station**

WHEREAS the City of Goshen and Elkhart County have negotiated an interlocal agreement in which the County will provide a portion of the funding to the City for designing, developing, maintaining and operating a public recycling drop-off site within the Goshen city limits.

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the “Interlocal Funding Agreement for Solid Waste Disposal Fee Funds from the Elkhart County Landfill” with Elkhart County attached to and made a part of this resolution.

PASSED by the Goshen Common Council on _____, 2023.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2023, at _____
a.m./p.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2023.

Jeremy P. Stutsman, Mayor

**INTERLOCAL FUNDING AGREEMENT FOR
SOLID WASTE DISPOSAL FEE FUNDS
FROM THE ELKHART COUNTY LANDFILL**

This Agreement is made and entered into the ____ day of March, 2023, by and between the City of Goshen, Indiana (hereinafter referred to as “Goshen”) and the County of Elkhart, Indiana (hereinafter referred to as “Elkhart County”);

WITNESSETH:

WHEREAS Goshen is in the process of designing, developing, funding, maintaining, and operating a municipal solid waste recycling station as described hereinafter in this Agreement (hereinafter referred to as the “Project”);

WHEREAS the Elkhart County Landfill is interested in partnering with Goshen to provide a portion of the funding for the Project from the solid waste disposal fees collected by the Elkhart County Landfill in accordance with the terms and provisions of this Agreement;

WHEREAS Indiana Code Sections 36-1-7-2(b) and 36-1-7-12 permit Indiana governmental entities to buy, sell, and exchange services, supplies, or equipment between or among themselves by entering into a contract to do so;

WHEREAS Goshen and Elkhart County desire to facilitate the Project with the funding as provided herein;

NOW, THEREFORE, in consideration of the foregoing premises and the terms and provisions contained herein, Goshen and Elkhart County hereby mutually agree as follows:

1. Project. Goshen agrees to be responsible for designing, developing, funding, maintaining, and operating the Project in accordance with the terms and provisions of this Agreement. The Project is planned to be located at 802 N. Indiana Avenue, Goshen, IN in the City of Goshen, Indiana with operations anticipated to commence on or about April 1, 2023. The Project will include municipal solid waste recycling drop-off containers for the collection of consumer cardboard, newspaper, glass, aluminum, steel and tin, and plastics. The Project shall be available for use by residents of the City of Goshen, Indiana and

residents of the unincorporated areas of the County of Elkhart, Indiana. Operation and maintenance of the Project site will be the responsibility of Goshen.

2. Funding.

A. Goshen shall provide an initial claim to Elkhart County for the amount of Fifty Thousand Dollars (\$50,000.00) for a one-time payment to be used by Goshen and applied to the costs incurred by Goshen for Project site development or improvements. The one-time payment shall be paid by the Elkhart County Landfill from its solid waste disposal fees which have been allocated for municipal solid waste recycling purposes. Payment of this initial claim shall be made by the Elkhart County Landfill within thirty (30) days of receipt.

B. For the term of this Agreement, Goshen shall be entitled to submit a claim to Elkhart County in the amount of Sixty Thousand Dollars (\$60,000.00) annually to be applied by Goshen toward the costs of operating and maintaining the Project. This annual claim may be submitted by Goshen to Elkhart County each year at any time on or after March 1. The Elkhart County Landfill will pay the annual claims within thirty (30) days of receipt from the solid waste disposal fees as allocated for municipal solid waste recycling purposes. The annual payment may also include a five percent (5%) increase over the prior year amount to accommodate inflationary costs. The amounts available to Goshen for operation and maintenance costs for the term of this Agreement will be as follows:

<u>Year</u>	<u>Amount</u>
2023	\$60,000.00
2024	\$63,000.00
2025	\$66,150.00
2026	\$69,457.50
2027	\$72,930.38

3. Landfill Disposal Costs. Garbage, trash, and other nonrecyclable waste generated and collected at the Project site may be disposed of at the Elkhart County Landfill without incurrance of disposal fees by Goshen. Goshen would be responsible for collecting and transporting the garbage, trash, and other

nonrecyclable waste to the Elkhart County Landfill and confirm and state at the entrance to the Elkhart County Landfill that the waste is from the Project site.

4. Term. This Agreement shall be in effect for a term of approximately five (5) years and be applicable for the operation of the Project for the remainder of calendar year 2023 and for calendar years 2024, 2025, 2026, and 2027. Goshen may terminate this Agreement at the end of any calendar year during the Term with written notice provided to Elkhart County at least ninety (90) days prior to the end of any calendar year. In the event of termination, future annual payments under Paragraph 2(b) will cease, but Goshen shall not be required to refund any portion of the one-time payment provided for Project site development or improvements.

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

6. Miscellaneous.

A. Amendment. This Agreement may be amended only by mutual written consent of the parties, approved and executed in the same manner as this Agreement.

B. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

C. Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.

D. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same Agreement.

9. Approval. This Agreement shall be subject to the approval of the Elkhart County Council and the Goshen Common Council.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

[Signature pages follow]

GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this ____ day of February, 2023, personally appeared _____, as _____ and _____, as _____ of the Goshen Board of Public Works and Safety, and acknowledged that as said officers they executed the foregoing Agreement for the Goshen Board of Public Works and Safety for and on behalf and in the name of the Board, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires: _____

Commission No. _____

BOARD OF COMMISSIONERS OF THE COUNTY
OF ELKHART, INDIANA

By: _____
Bradley D. Rogers, Presiding Officer

Attest: _____
Patricia A. Pickens, Elkhart County Auditor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this ____ day of March, 2023, personally appeared Bradley D. Rogers, as Presiding Officer, and Patricia A. Pickens, as Elkhart County Auditor, of the Board of Commissioners of Elkhart County, Indiana, and acknowledged that as said officers they executed the foregoing Agreement for and on behalf and in the name of said Board of Commissioners, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires: _____

Commission No. _____

APPROVAL

Approved this ____ day of March, 2023 by the Elkhart County Council.

ELKHART COUNTY COUNCIL

By: _____
Thomas W. Stump, Presiding Officer

Attest: _____
Patricia A. Pickens, Elkhart County Auditor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this _____ day of March, 2023, personally appeared the Elkhart County Council by Thomas W. Stump, Presiding Officer, and Patricia A. Pickens, Elkhart County Auditor, and acknowledged that as said officers they executed the foregoing Agreement for and on behalf and in the name of said Elkhart County Council, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires: _____

Commission No. _____

APPROVAL

Approved this ___ day of March, 2023 by the Common Council of the City of Goshen, Indiana.

COMMON COUNCIL OF THE CITY OF GOSHEN,
INDIANA

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this _____ day of March, 2023, personally appeared _____, as Presiding Officer and _____, as _____, of the Common Council of the City of Goshen, Indiana and acknowledged that as said officers they executed the foregoing Agreement for and on behalf and in the name of said Common Council, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires: _____

Commission No. _____

Prepared by Craig M. Buche, Yoder, Ainlay, Ulmer & Buckingham, LLP
130 North Main Street, Goshen, IN 46526

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each
Social Security number in this document, unless required by law.
Craig M. Buche, 130 N. Main St., Goshen, IN 46526