



Agenda for the Goshen Common Council

6:00 p.m., April 22, 2024 Regular Meeting

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

Call to Order by Mayor Gina Leichty

Pledge of Allegiance led by Santi Leos, a second-grader from Model Elementary School

Roll Call:

Linda Gerber (At-Large) **Phil Lederach** (District 5) **Doug Nisley** (District 2)
Megan Peel (District 4) **Donald Riegsecker** (District 1) **Matt Schrock** (District 3)
Council President Brett Weddell (At-Large)
Youth Adviser Jessica Velazquez Valdes (Non-voting)

Approval of Minutes: March 25, 2024 Regular Meeting

Approval of Meeting Agenda

Privilege of the Floor

- 1) Presentation: Elkhart County Vibrancy Survey** (Bil Murray of the Vibrant Communities Steering Committee & Community Task Force)
- 2) City of Goshen Financial Report** (Deputy Clerk-Treasurer Jeffery Weaver)
- 3) Resolution 2024-07** – A Resolution of the Common Council of the City of Goshen, Indiana, Authorizing the Filing of an Application for a Community Development Block Grant
- 4) Resolution 2024-08** – Interlocal Agreement with the County of Elkhart for the Improvement of the Pumpkinvine Trail
- 5) Resolution 2024-09** – Interlocal Agreement with the County of Elkhart for the Establishment of the Marion Branch Quiet Zone

Elected Official Reports

Adjournment



GOSHEN COMMON COUNCIL

Minutes of the MARCH 25, 2024 Regular Meeting

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

Mayor Gina Leichty called the meeting to order at 6:00 p.m. Assisted by the Mayor, Jazmin Roman led the Pledge of Allegiance. Jazmin is a third-grade student at Chamberlain Elementary School.

Mayor Leichty asked Clerk-Treasurer Aguirre to conduct the roll call.

Present: Linda Gerber (At-Large) Phil Lederach (District 5) Doug Nisley (District 2)
Donald Riegsecker (District 1) Matt Schrock (District 3)
Council President Brett Weddell (At-Large)
Youth Adviser Jessica Velazquez Valdes (Non-voting)

Absent: Megan Peel (District 4)

Approval of Minutes:

Mayor Leichty asked the Council's wishes regarding the minutes of the Feb. 12, 2024 Joint Meeting with the Goshen Community Schools Board and the Feb. 26, 2024 Regular Meeting as prepared by Clerk-Treasurer Aguirre. Council President Weddell moved to accept the two sets of minutes as presented by the Clerk-Treasurer. Councilor Nisley seconded the motion. **Motion passed 6-0 on a voice vote.**

Approval of Meeting Agenda:

Mayor Leichty presented the agenda with two suggested changes: Begin the meeting with a new agenda item #1, **Retirement recognition for Superintendent of the City Water Treatment and Sewer Department Kent Holdren** and remove agenda item #8, **Resolution 2024-03, Adopting an Electronic Meetings Policy to Allow Members of the Common Council to Participate in Meetings by Electronic Means of Communication.**

Council President Weddell moved to add the presentation for Kent Holdren. Councilor Nisley seconded the motion. **Motion passed 6-0 on a voice vote.**

Councilor Gerber moved to remove Resolution 2023-03 from the agenda. Councilor Riegsecker seconded the motion. Council President Weddell requested a roll call vote on the motion.

On the roll call vote to remove Resolution 2023-03 from the agenda, Councilors Gerber, Lederach and Riegsecker voted "yes" and Councilors Nisley, Schrock and Weddell voted "no." Allowed to break the tie, Mayor Leichty voted "yes," thus creating a 4-3 vote to remove Resolution 2023-03 from the agenda.

Privilege of the Floor:

At 6:04 p.m., Mayor Leichty invited public comments for matters not on the agenda. There were none.



1) Presentation: Retirement recognition for Superintendent of the City Water Treatment and Sewer Department Kent Holdren

Mayor Leichty opened a period of recognition for **Superintendent of the City Water Treatment and Sewer Department Kent Holdren**, who will retire April 1, 2024 after 34 years of service to the City of Goshen.

Mayor Leichty said of Kent Holdren:

“Tonight, we’re really here to celebrate his remarkable journey – his path of dedication and leadership that he’s shared with us over that incredible span of time. In March 1990, Kent started working for the City of Goshen as a ditch digger, and none of us could have foreseen at that time the indelible mark he would leave on our entire community. Through his journey, from starting out as a water/sewer tech to becoming the Superintendent, Kent has embodied the spirit of commitment and the ethos of service that forms the cornerstone of our City’s values.

“Kent, you’ve never been one to lead from the sidelines. You’ve dug ditches, repaired lines, and managed teams with a hands-on approach that’s inspired all of us. And you’ve taught us that no job is too small and that every task is vital to the fabric of our city. Your leadership style, characterized by never asking anyone to do something you wouldn’t do yourself, has set a tone for respect, integrity, and camaraderie among your whole team.

“And while your can-do attitude has been infectious, turning challenges into opportunities and setbacks into comebacks, what truly sets you apart is your sense of humor. And even on your toughest days, your light-heartedness and those quirky side jokes have brought smiles to our faces, making the workplace just a little bit lighter and easier.

“And Kent, as you transition into retirement, know that your legacy is not just the infrastructure you’ve helped build or the policies you’ve implemented. Your true legacy lives in the lives you’ve touched, the team you’ve nurtured, and the community you’ve served with unwavering dedication.

“Now, I’ve been Mayor only a fraction of your career, but I’ve been humbled by your achievements and your commitment to this City. Goshen is a better place because of you, and while we’ll miss your daily presence and certainly those snarky side jokes, your impact will continue to be felt for generations.

“In the words of Ralph Waldo Emerson, ‘To know even one life has breathed easier because you have lived. This is to have succeeded.’ And Kent, by this measure, your success is unparalleled.

“So, thank you, Kent, for your service, your leadership, and your friendship. May your retirement be filled with the same joy and satisfaction that you’ve brought to so many during your remarkable career.”

City Director of Public Works & Utilities Dustin Sailor also offered a tribute to **Holdren**, describing him as “a confidant and a pulse on what can and should come to be expected in water quality and construction.” He also said:

“Kent never ceased to amaze with his can-do attitude. Through the years, it has not been unusual to see Kent leading by example in an excavator, in the hole, or at the table working the problem for the betterment of the community.

“One of Kent’s legacies will be the Utilities Special Operations group. This group tackles smaller projects in the City that would be difficult to secure contractor quotes for. The group has worked on all types of projects under Kent’s supervision with successful, cost-effective results.

“Kent has been a champion for Goshen Utilities, and the Utilities will miss his knowledge. We are forever grateful to Kent for being a team leader and sharing his knowledge so that the Water and Wastewater Utilities have people who can transition in upon his deserved retirement. Kent, thank you for your blood, sweat, and effort for Goshen.”

Marvin Shepherd, who is the new Superintendent of the City Water Treatment and Sewer Department, thanked Holdren for creating a pleasant work environment, for his inspiration and for being a “great boss.”



Surrounded by people he supervised, Holdren was given a plaque by Mayor Leichty which read as follows:

“In honor of Kent Holdren with admiration and gratitude for 34 years of outstanding service to the City of Goshen, Indiana. Your unwavering integrity, expertise, and dedication have made a lasting impact on the department and our community. Your leadership has enhanced the standards of our water services, setting a benchmark for future generations. No greater investment can be made than caring for others. Thank you for your dedication and for serving with an open mind and your whole heart.”

The audience responded with sustained applause for Holdren.

After the honors, Holdren said:

“I’ve been thinking of this all day and now I forgot what I was going to say. Actually, after all this I’m not sure I want to leave. It’s been a good 34 years.

“I remember back all the big times – the disasters, the floods, the ice storms with high winds; the 16-inch water main that let loose that emptied the (water) towers and put everybody in the town without water. The biggest thing I remember about it was the crews that came together and stood up and did what they had to do.

“The other thing about the City of Goshen is all departments became one during those times. And there was not one pressure on any one person. Everybody chipped in and carried the load and that’s impressive.

“I said I wasn’t going to get choked up here but I said something to (former Mayor) Jeremy (Stutsman) when he got the award the other day – that he was a big crybaby and here I am ...

“No, It’s been a privilege and an honor and I’m leaving this place in good hands – very good hands. It’s time for me to go play, though. So, thank you.”

Audience members responded with more applause.

2) Presentation: Presentation for service to the City of Goshen for Glenn Null, Community Relations

Commission

Mayor Leichty said she next wanted to honor and thank **Glenn Null of Goshen** for his “remarkable” 12 years of service on the City Community Relations Commission (CRC). **The Mayor said:**

“Glenn has served on the Community Relations Commission over 12 years and he has left an indelible mark on the mission and the heart of Goshen.

“Now, when Glenn first joined the CRC, he was a bit of a skeptic about the commission's mission and purpose. Yet, through countless meetings, through challenges that tested our resolve, Glenn's journey became one of profound transformation. And it's a testament to the power of his open-mindedness and the potential for change within us all.

“Glenn's evolution from a doubtful observer to a passionate advocate for community and human rights is nothing short of inspiring. It's a reminder that the champions of change often come from the most unexpected places.

”Glenn stood steadfast, advocating for the fair and equal treatment of all residents of Goshen and he’s not only upheld the commission's values but he’s also embodied them.

“Glenn’s dedication extended far beyond the boardroom. He was a fixture at community events and information sessions, always eager to lend a hand, to share knowledge, or to engage in meaningful dialogue. Now, yes, Glenn sometimes filled a lot of dialogue with his enthusiastic contributions, but his willingness to listen – and I mean truly listen – made every conversation richer and more impactful.



"Today we bid farewell to Glenn's official duties on the CRC, but we also celebrate the legacy he left behind – a legacy with an unwavering commitment to community justice, to countless hours of volunteer time and to the countless lives touched by his dedication."

Mayor Leichty invited members of the Community Relations Commission (CRC) to comment on Null.

CRC member Lori Copsey of Goshen said **Null** always brought historic context to CRC discussions, which has been helpful during her time on the commission. She said regardless of whether he agreed with what another person said at meetings, Null was always respectful, truly listened and was thoughtful in his response.

CRC member Ana Zamora said she didn't always agree with Null at meetings, but has learned a lot from him and will benefit from his service on the CRC. She added she is looking forward to the CRC's work this year.

Michele Fanfair-Steury served for four years on the CRC with Null. She described Null as "a pain in the butt who makes life really fun and hard. But at the end of the day, he generally does care about his neighbors and his community and I did learn a lot from working with Glenn. And he challenged me, and I'm grateful for that."

Council President Weddell responded: "Everybody is talking about how much they learned from Glenn or appreciated that. But Glenn, a year or two ago, got up and commented to us how when there was a Goshen student on the CRC, that he actually felt that he learned a lot from them. So, what I appreciated with that is it was a two-way street there and Glenn realized and recognized that, and I thought that was pretty impressive."

At Mayor Leichty's invitation, Null to come forward with members of his family to receive a key to the City and a plaque; which read:

"Presented with gratitude to Glenn Null in appreciation for your service as a member of the Community Relations Commission, January 2009 to December 2014 and February 2018 to December 2023."

The audience responded with applause for Null.

Of his service on the Community Relations Commission, Glenn Null said:

"The 12 years I was on, at the beginning I was a skeptic. I learned a lot. We and I got to do things, and when I say we, including my wife. We got to do things and meet people and make friends that weren't in our circle. We would have never met them and never had any idea about that culture. There was a lot of great food, though. Food is what brings us all together.

"I've learned a lot. Sometimes you teach by example. I had somebody that basically, at the end of their term, said that they had learned more by example than what they thought they would. They came in with a different attitude and they left, in my opinion, with a better one.

"So, it is a learning thing. CRC has been up and down. We've had our issues in the past and always got through. So, I'll be around if necessary. But 12 years was long enough. It's time for me to keep traveling. So, thank you."

There was more applause from the audience.

3) Presentation: Presentation of awards for the Community Relations Commission Essay Contest

Mayor Leichty said there would now be the announcement of awards for the Community Relations Commission's Essay Contest. The Mayor invited **Community Relations Manager Hannah Scott-Carter** to announce the awards.

Scott-Carter said the CRC held its third annual essay contest in February and invited students to write about what it takes to build a strong and safe community. She said the contest encourages students to get involved with City government but also to use their voices at a young age in seeking to create a more welcoming community.



Scott-Carter announced that the following students won the essay contest awards:

- **Third place – Savira Singh**
- **Second place –Andy Guzman**
- **First place – Skye Steury**

At Scott-Carter’s invitation, Skye Steury read aloud his essay, “Goshen: Our Home.” (EXHIBIT #1). In his essay, Skye described his vision of what a community should be and the opportunity and challenge facing residents to make all people feel safe, welcome and respected. He also described the roles of individuals, the Community Relations Commission and the Police Department.

Audience members applauded for the winners and for Skye and his essay.

Mayor Leichty thanked Skye and the other students.

4) City of Goshen Monthly Financial Report

Mayor Leichty invited Deputy Clerk-Treasurer Jeffery Weaver to provide the monthly City Financial Report, which is intended to inform Councilors and help them better oversee the City’s budget and finances.

BACKGROUND:

As part of the agenda meeting packet, **Deputy Clerk-Treasurer Weaver** provided Councilors with a memorandum, dated March 25, 2024, which included six pages of data on the City’s year-to-date expenditures for general fund departments, special revenue funds, restricted funds and redevelopment restricted funds as well as cash balances and receipts and income.

Weaver wrote that the Clerk-Treasurer’s Office produces these reports upon month-end closing and makes them available to the Common Council and City management. The attached reports are unaudited and may include immaterial variances to payroll accruals or month-end closing adjustments. The attached reports also supplement, but do not replace, other financial reports prepared by the Clerk-Treasurer’s Office such as departmental financial reports or the Annual Financial Report published in Indiana’s Gateway database.

Weaver wrote that pages two and three of the report summarized cash balances for Council-budgeted funds from the beginning of the year to the end of February. The cash balance at the beginning of the year for these funds was \$83,013,315 and at the end of February it was \$80,095,797.

Weaver said pages four and five of the report summarized receipts for Council-budgeted funds so far in 2024. Receipts in these funds totaled \$4,847,472 so far in the budget year, which reflected 8.5% of the budgeted receipts.

Weaver said pages six and seven of the report summarized reflected expenditures for Council-budgeted funds so far in 2024. Expenditures in these funds totaled \$7,764,990 so far in the budget year. This amount included encumbrances, which are payments made in the current year but were approved as part of the prior-year budget.

Weaver concluded that the original budget of \$75,059,462 and encumbrances of \$3,401,471 result in an effective budget of \$78,460,933. The City has spent 9.9% of this budget so far this year

DEPUTY CLERK-TREASURER JEFFERY WEAVER’S REPORT TO THE COMMON COUNCIL:

Mayor Leichty invited comments from Deputy Clerk-Treasurer Weaver, who first distributed an updated report to Council members (EXHIBIT #2).



Weaver summarized his written report of February month-end expenditures, receipts and revenues and cash balances as summarized in his revised memorandum and attachment. He said he had provided updated information because he anticipated that **Councilor Riegsecker** might ask questions about the earlier information.

Weaver said the report was informational, so there was no need for the Council to vote on it. He also said he was providing some additional information. He described the City's cash balances, an additional appropriation and two funds in the negative, which will receive additional funds later this year and will be back in the positive.

For budgeted funds, **Weaver** said the City had \$84,830.860 in the bank at the end of February. He said there are also unbudgeted funds in the bank, including grant funds

Weaver also provided information about the City's receipts or income. He said thus far, the City has received 8.5% -- or \$4.8 million of the \$57 million expected -- of the receipts expected for the year, with substantial levy income expected in June and December.

Weaver also said that to the monthly summary of expenditures, he added the Council's approved budget for all of the funds. He said he also listed the City's encumbrances -- funds carried over from the 2023 budget that will be spent this year for already obligated expenses. In the end, with budgeted expenses and encumbrances, he said the City has spent about 9.8% of the Council's approved budget or about \$3.4 million.

Councilor Riegsecker said he "loves these reports." He said he didn't find the \$5,360 budgeted in the Parking Lot Fund in the City's approved budget but noted that was a "minor" issue.

Councilor Riegsecker confirmed with **Weaver** that "budget" referred to the Council-approved revenues and expenditures for the City of Goshen. He also confirmed that encumbrances are funds carried forward into 2024 from the 2023 budget but were not part of the original current-year budget. **Weaver** also said the encumbrances are now part of the 2024 budget, thus reducing the 2023 budget. He also explained how the encumbrances are accounted for in the 2024 budget.

Weaver said there's not an easy way to separate out the encumbrances from the current budget expenditures using the City's accounting software. However, he said an upgrade of the software is underway and he hopes it will be possible to do so someday.

Councilor Riegsecker said if new software was needed, **Weaver** should ask him about it. **Councilor Nisley** joked that **Councilor Riegsecker** had now made that offer. **Weaver** responded that City staff had a meeting to discuss the schedule to update the City's financial or enterprise resource planning (ERP) software on Friday.

Councilors Riegsecker and Nisley and the Mayor thanked Weaver for his report.

5) Public hearing: Community Development Block Grant (CDBG) Program Year 2024 Annual Action Plan

At 6:41 p.m., Mayor Leichty invited public comments on the City of Goshen's Community Development Block Grant Annual Action Plan for Program Year 2024. There were none, so the Mayor closed the hearing.

Mayor Leichty invited comments from City Community Development Specialist Theresa Cummings.

Cummings said that before proceeding, she was required to read a conflict of interest statement by the U.S. Department of Housing and Urban Development (HUD). As part of the statement, she read a list of organizations that would receive funds in the City's Community Development Block (CDBG) Grant Annual Action Plan for Program Year 2024. **She asked if any Councilors or their immediate family members were affiliated with any of the organizations listed and had any real or perceived conflicts of interest.**

Council President Weddell said he was a non-paid board member of LaCasa. No other Councilor spoke.



Cummings then provided an overview of the City's draft CDBG Annual Action Plan for Program Year 2024, its priorities and proposed expenditures. She said the plan was available on the City's website for public review and comment (until April 12, 2024). Cummings said the 2024 plan continued the priorities for community and neighborhood development that were previously identified.

Cummings said the plan's **key priorities are: 1) Housing Opportunities; 2) Access to Services; and 3) Neighborhood Revitalization.** In a memorandum to the Common Council (included in the Council's meeting packet) dated March 18, 2024, **Cummings** wrote that the proposed strategies for the three priorities were:

1) Housing Opportunities

- Improve owner-occupied housing through rehab
- Increase quality of rental housing
- Increase transitional housing options
- Reduce housing cost burden through higher wage job opportunities and job training
- Provide permanent supportive housing for chronically homeless
- Support affordable housing creation and preservation
- Provide emergency shelter for homeless individuals and families
- Expand housing options and assistance
- Maintain and facilitate use of Housing Choice voucher program

2) Access to Services

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

3) Neighborhood Revitalization

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



Cummings said the proposed use of CDBG funds for program year 2024 would be as follows:

- 1. Public Service Grants** – Provision of services to low- and moderate-income individuals and households Citywide – \$48,000
- 2. Owner-Occupied, Single Unit Rehabilitation of homes occupied by low- and moderate-income households through loans, grants and deferred payment loans Citywide** – \$43,500
- 3. Multi-family Housing Rehabilitation- A multi-unit project to create and preserve affordable housing** – \$125,000.
- 4. Homeownership Assistance** – down payment assistance to first time low- and moderate-income single family homebuyers – \$49,500
- 5. Administration and planning** – \$60,000

Estimated total: \$326,000

Cummings told the Council that for program year 2024, the proposed budget was estimated at \$326,000, which included the HUD estimated entitlement allocation of \$270,000 along with estimated miscellaneous income. She said the entitlement allocation has yet to be published. She said the final amount of program income cannot be known until the City submits its plan and the City cannot submit its plan until HUD informs the City of the amount of the allocation of funds. When the allocation is released, Cummings said the City will revise its budget.

Cummings said the estimated total CDBG budget was \$352,010. She said a summary of 2023 activities and expenditures was included in the Council's meeting packet.

Cummings said at the Jan. 19 public hearing and planning meeting, there were no comments received in opposition to the proposed budget and the activities identified in the plan. She added that about 22% of current-year budgeted funds have been spent, which she said was typical for this time of year; most funds will be spent over the summer.

Cummings said the 30-day public comment period began March 14 and will end on April 12. She said no public comments have been received yet but were welcome.

Mayor Leichty asked if Councilors had any questions or comments. There were none.

The **Mayor** said she understood the Council won't approve the City's CDBG plan until the end of the public comment period. **Cummings** agreed and said she would bring a resolution in April to approve the plan and to submit the application for funding.

Mayor Leichty thanked Cummings for her work.

NOTE FROM THE CLERK-TREASURER: The City of Goshen's CDBG Annual Action Plan for Program Year 2024 is available for public review and comment, until April 12, 2024. A hard copy is available for review upon request at the City Planning Office in the City Annex Building, 204 E. Jefferson Street, in downtown Goshen. **The Plan also is available online at: <http://www.goshenindiana.org/cdbg>**

6) Public hearing and Council consideration of the following resolutions:

- Resolution 2024-05, State Revolving Fund Loan Program Preliminary Engineering Report Acceptance**
- Resolution 2024-06, State Revolving Fund Loan Program Signatory Authorization Resolution**



At 6:46 p.m., Mayor Leichty opened public hearings and invited comments on the following:

- Resolution 2024-05, *State Revolving Fund Loan Program Preliminary Engineering Report Acceptance*
- Resolution 2024-06, *State Revolving Fund Loan Program Signatory Authorization Resolution*

There were no public comments, so Mayor Leichty closed the hearings.

Mayor Leichty called for the introduction of Resolution 2024-05, *State Revolving Fund Loan Program Preliminary Engineering Report Acceptance*. Council President Weddell asked the Clerk-Treasurer to read Resolution 2024-05 by title only, which was done.

Weddell/Nisley made a motion to approve Resolution 2024-05.

BACKGROUND FROM THE CITY ENGINEERING DEPARTMENT:

In a March 25, 2024 memorandum to the Common Council, **Utilities City Engineer Jamey Bontrager-Singer** wrote that the purpose of his presentation was to explain the scope of a complex project to the Common Council in order to obtain approval and signatures from key elected officials.

Also, per Indiana Finance Authority (IFA) requirements, the Engineering Department was required to make a presentation to the public as part of the City's application for Domestic Water grants and loans from the State Revolving Fund (SRF). The City also had to submit a Preliminary Engineering Report (PER) and give public notice in a local newspaper that the report was available for review and provide the date and location of this public hearing.

Bontrager-Singer wrote that the City Engineering and Water departments were proactively working to ensure that the Water Utility was in compliance with the U.S. Environmental Protection Agency's Lead and Copper Rule Revisions (LCRR) for drinking water systems. Although the exact details of the LCRR are still in revision, **there are two primary federal mandates which Indiana is currently funding:**

- 1) **Development of an accurate inventory of all drinking water service line materials, i.e. supply piping materials from our water main to each residence, and**
- 2) **Replacement of all lead service line piping by 2037.**

Bontrager-Singer wrote that the City was well underway toward meeting Mandate #1 (Service Line Material Inventory.) The City has built up its GIS database of piping materials through a combination of reviewing historical documents, customer self-reporting, and AmeriCorps volunteer door knocking. Plus, the City has a consultant, BlueConduit, under contract to perform "predictive modeling" of the system. This is a means of computer modeling to minimize the amount of physical verification (Pot-holing) necessary to develop an accurate inventory.

At the end of February, the City applied for a \$300,000 grant from the State to perform enough physical verifications to confidently know where lead is located in the City's water system.

Bontrager-Singer wrote that the City also was working with a consulting firm, Arcadis U.S., Inc., to establish a long-term Lead Service Line Replacement Plan (LSLR Plan), Mandate #2 above. The focus of the City's current project is just the first step in a 12-year plan to remove all lead service lines from the City's water system.

The Preliminary Engineering Report (PER) the City has completed for this first step and was attached to the Council's agenda packet. This report established the scope, budget, and cost of this first project. It will be submitted to the State Revolving Fund (SRF) by April 1, 2024 in order to request an SRF grant and low-interest loan.

Bontrager-Singer wrote that based on the experience of long-term employees of the City, City staff believes there are no fully lead service lines like those found in Flint, Michigan and many other cities around the country.



City staff members know, however, that many of the City’s services installed before the 1970s likely include a 2-foot long flexible lead connector. This lead connector, also referred to as a “Lead Gooseneck,” is located where the customer service line connects to the City water main.

The State is funding the removal of Lead Goosenecks this year, although it is unclear whether the state will do so in future years. Thus, the City has identified an area of the City for this project that is considered by the State to be disadvantaged based on median household incomes.

Therefore, the City hopes to leverage the City’s investment with loans for service line removal that are eligible for a percentage of loan forgiveness. For this project to be feasible, the City needs the State to offer approximately 50% loan forgiveness. Based on past experience of the City’s consultant, this is considered a reasonable expectation.

Bontrager-Singer wrote that City staff also chose this area of the City for the project because it was already slated for replacing some very old Domestic Water mains. In addition, there is some future Sanitary and Storm Sewer separation work planned in the area. Coordinating all of this work in the same area at the same time offers efficiency and allows the City to do the underground work before the roads are paved.

Bontrager-Singer wrote that the combination of forgivable loans for a portion of the lead service line replacements, low-interest loans for the DW main replacements and departmental funds for the Storm, Sanitary, and Road work will allow the City to do all of this work with minimal to no impact on customer Utility Rates.

The Lead Service Line Replacement Project Budget is as follows:

LSLR-Related Cost (Eligible for a % of Principal Forgiveness)	\$5,762,000
Main-Related Cost (Presumed Not Eligible for Forgiveness)	\$1,275,000
Total Project Costs	\$7,037,000

Utilities Civil Engineer Bontrager-Singer provided the following information to Councilors:

- A two-page document by Bontrager-Singer that described the scope of the project;
- Resolution 2024-05, *State Revolving Fund Loan Program Preliminary Engineering Report Acceptance*;
- Resolution 2024-06, *State Revolving Fund Loan Program Signatory Authorization Resolution*;
- An application form for the Drinking Water State Revolving Fund Loan Program (6 pages)
- A one-page letter from Mayor Leichy to the Drinking Water State Revolving Fund Loan Program administrator which will be submitted by April 1, 2024 along with the application form, preliminary engineering report and disadvantaged communities memorandum;
- Preliminary Engineering Report for Drinking Water State Revolving Fund Funding, Service Line and Main Replacement Project by Arcadis U.S., Inc (a 60-page document);
- A Disadvantaged Communities (DAC) Memorandum written as part of a Drinking Water State (7 pages).

To advance the City’s application, Resolution 2024-5 and Resolution 2024-6 had to be approved by the Common Council on March 28, 2024 and the application and letter had to be signed by Mayor Leichy and conveyed to the State to arrive no later than April 1, 2024.

MARCH 25, 2024 COUNCIL DISCUSSION AND APPROVAL OF RESOLUTIONS 2024-05 & 2024-06:

Clerk-Treasurer Aguirre asked **City Attorney Bodie Stegelmann** if both resolutions could be considered at the same time.



Stegelmann said the resolutions would accomplish different things and it would be better for the Council to consider them separately, although the presentation would give the background of both resolutions.

Mayor Leichty invited comments from **Utilities City Engineer Jamey Bontrager-Singer**.

Bontrager-Singer gave an overview of the purpose of the two resolutions using a 12-page PowerPoint presentation titled "Preliminary Engineering Report: Service Line and Water Main Replacement Project." (**EXHIBIT #3**)

Bontrager-Singer said he has worked for the City for six months but has lived in the City for 29 years. He said after working outside the City with a 50-minute commute, he was glad to now have a three-minute commute.

Bontrager-Singer said **Resolution 2024-05 would authorize the preliminary engineering report** that City staff prepared for the Council for a residential water service line replacement project and water main replacement project. He said passage of **Resolution 2024-06 would approve Mayor Leichty signing an application to the State Revolving Fund Loan Program**. He also said a public comment period was open until March 30.

Bontrager-Singer said a service line is a pipe that runs from a City water main to a residence. In older parts of town, he said a 2-foot long flexible connector, also known as "Gooseneck," connects a customer's customer service line to the City water main.

He said the goal of the project is to determine the composition of the Goosenecks and replace any that are made of lead. **Bontrager-Singer** said no lead service lines have been found, but the City has identified 1,154 galvanized lines, 2,945 that are non-lead and there are 7,521 service lines of an unknown material, and some may be lead.

Bontrager-Singer said the City has applied for a \$300,000 grant to dig down and determine the type of material on both sides of water shut-off valves.

Councilor Riegsecker asked about this aspect of the project. **Bontrager-Singer** said the City will dig up a randomized sample throughout the City using a vactor truck.

Bontrager-Singer said to maintain stable operations, the City has a water treatment protocol of water sampling and testing for lead at 30 locations and no elevated lead levels have been found. Since 2022, he said no fully lead service lines have been found. Also, he said whenever City crews repair service lines, they replace entire service lines – from the water main to residences – to eliminate any possible lead lines. There have been 60 such replacements.

Bontrager-Singer said the City is building its inventory of piping material. The City distributed mailers, flyers and handed out material door to door to raise awareness about the lead service line survey. It also created a "Lead Safe Goshen" website and hired a full-time employee to help coordinate the detection program.

Bontrager-Singer said the City has employed "best in class" technology, Geographic Information System software, to record all of the water and sewer lines in the City and identify the service line piping materials. A company, BlueConduit, has also been hired to perform predictive modeling of service lines.

Bontrager-Singer said Resolution 2024-05 and Resolution 2024-06 would authorize a project to replace 536 service lines in North Goshen, which is an older part of the City and more likely to have lead Goosenecks.

The City also would replace water mains, sanitary sewer lines and make road improvements in that area And if state funding is provided, water and sewer rates would not be raised, he said.

In conclusion, **Bontrager-Singer** said the service line inventory must be completed by October. The City hopes to secure state funding by the end of August, begin construction in November and complete work by July 2026.

Councilor Schrock asked if the newly-installed underground fiber optic cable will complicate this work. **City Director of Public Works & Utilities Dustin Sailor** said "yes," that all of the infrastructure in the City's right of way could pose a conflict so the City will have to work jointly with companies to manage the right of way.



Councilor Schrock asked if the reconstruction of Wilden Avenue would pose a challenge. **Sailor** said because the City was so far into that project, when the lead service line issue arose, it was not part of the lead abatement program. He said the City replaced all service lines from water mains to rights of way, but City workers will need to replace the lines from the curb stops to homes. **Sailor** added that although the City is hopeful of receiving state funding, the application process is competitive and funding is not guaranteed.

In response to a question from **Councilor Schrock**, **Sailor** said he was referring to the State Revolving Fund loan application. **Council President Weddell** said that meant the City won't proceed until it secures the funding.

Mayor Leichy asked if Councilors had any further questions or comments or if Councilors were prepared to vote on Resolution 2024-05. **Council President Weddell** said Councilors were ready to vote.

On a voice vote, Councilors unanimously approved Resolution 2024-05, State Revolving Fund Loan Program Preliminary Engineering Report Acceptance, by a 6-0 margin, with all Councilors present voting "yes," at 7:07 p.m.

Mayor Leichy called for the introduction of Resolution 2024-06, *State Revolving Fund Loan Program Signatory Authorization Resolution*. **Council President Weddell** asked the Clerk-Treasurer to read Resolution 2024-06 by title only, which was done.

Weddell/Schrock made a motion to approve Resolution 2024-06.

Mayor Leichy asked if Councilors had any questions or comments about Resolution 2024-06.

Council President Weddell asked if the Council was being asked to authorize **Mayor Leichy** to proceed with the project funding. **Mayor Leichy** said she believed that was true. **City Attorney Bodie Stegelmann** clarified that the Council was only being asked to authorize **Mayor Leichy** to apply for the funding on the City's behalf. He said if the funds are awarded, the Council would still need to approve the project agreement.

Mayor Leichy asked if Councilors were prepared to vote on Resolution 2024-06. **Council President Weddell** said Councilors were ready to vote.

On a voice vote, Councilors unanimously approved Resolution 2024-05, State Revolving Fund Loan Program Signatory Authorization Resolution, by a 6-0 margin, with all Councilors present voting "yes," at 7:09 p.m.

7) Ordinance 5180 - Amend Ordinance 3011 By Authorizing the Following Changes Related to the Flood Control District (Overlay) Regulations

Mayor Leichy called for the introduction of Ordinance 5180, *Amend Ordinance 3011 By Authorizing the Following Changes Related to the Flood Control District (Overlay) Regulations*. **Council President Weddell** asked the Clerk-Treasurer to read Ordinance 5180 by title only, which was done.

Weddell/Schrock made a motion to approve Ordinance 5180 on First Reading.



BACKGROUND:

In a March 11, 2024 memorandum to the Council, **City Planner Rhonda Yoder** provided the background and context of Ordinance 5180. She wrote that the Goshen Plan Commission met on Feb. 20, 2024, in regular session and considered a request for a text amendment to the Goshen Zoning Ordinance, Ordinance 3011, Flood Control District (Overlay) Regulations and Definitions, based upon the State of Indiana Model Ordinance for Flood Hazard Areas, proposed in order to make changes based on recent updates to the Indiana Model Ordinance, to continue compliance with the minimum participating criteria of the National Flood Insurance Program (NFIP), with changes including new, amended and deleted definitions, and regulation updates with expanded language, to add clarity and detail for existing regulations, including more detailed and specific Floodway regulations, with the following outcome:

Forwarded to the Goshen Common Council with a favorable recommendation by a vote of 6-0.

Yoder wrote that no public inquiries were received prior to Plan Commission, and at the Plan Commission meeting there were no public comments.

In a Feb. 20, 2024 memorandum to the City Plan Commission and the Common Council, Yoder provided further information about Ordinance 5180. Yoder wrote that

“The existing Zoning Ordinance provisions redlined with the proposed changes were attached to the Commission’s and council’s agenda packets. The changes occur within Section 2110, Definitions of Words and Phrases, and in Section 4270, Flood Control District (Overlay) Regulations. When a definition applies only to the Flood Control District (Overlay) Regulations, this is indicated.

“Goshen participates in the National Flood Insurance Program (NFIP), which is required in order to make flood insurance available to property owners within the City of Goshen. The participation and ordinance requirements are established by FEMA and the State of Indiana, administered by the Floodplain Management Section, Indiana Department of Natural Resources (IDNR), Division of Water,” **Yoder** continued.

“In 1968, the National Flood Insurance Act was enacted, and in 1973 the Goshen Common Council through Resolution 73-3, indicated Goshen’s ‘intent to qualify and participate in the National Flood Insurance Program.’ On July 31, 1979, Ordinance 2618 was adopted by Goshen Common Council, which amended the zoning ordinance to establish flood control requirements. The flood control requirements have been updated a number of times since 1979, in accordance with changes required by federal and state standards. The City’s current FIS and FIRM are dated and effective Aug. 2, 2011.

“Since the most recent update to Goshen’s Flood Control District (Overlay) Regulations in 2020, there have been changes to the State of Indiana Model Ordinance for Flood Hazard Areas, and on Nov. 21, 2023, the Goshen Plan Commission authorized staff to prepare updates to bring Goshen’s regulations in line with the model ordinance. IDNR provided the State of Indiana Model Ordinance for Flood Hazard Areas and has reviewed and approved the draft ordinance amendment.

Yoder concluded, “A thorough comparison of Goshen’s existing Flood Control District (Overlay) Regulations with the model ordinance was undertaken, and the updates are primarily expanded language, to add clarity and detail for existing regulations, including more detailed and specific Floodway regulations.”

SUMMARY OF MARCH 25, 2024 COUNCIL CONSIDERATION AND APPROVAL OF ORDINANCE 5180:

Mayor Leichty asked **City Planning & Zoning Administrator Rhonda Yoder** to make a presentation.



City Planner Yoder provided the background of Ordinance 5180, which she described as **a text amendment to the Goshen Zoning Ordinance and more specifically, flood control district regulations and definitions. She said those standards are based on the State of Indiana Model Ordinance for Flood Hazard Areas.**

Yoder said this amendment was proposed to make changes based on recent updates to the Model Ordinance “in order to continue compliance with the minimum participating criteria of the National Flood Insurance Program with changes, including new, amended and deleted definitions and regulation updates with expanded language to add clarity and detail for existing regulations, including more detailed and specific floodway regulations.”

Yoder said the **City Plan Commission was forwarding this matter to the Common Council with a favorable recommendation, on a 6-0 vote**, after consideration at its Feb. 20 meeting. She said in addition to a “clean” version of Ordinance 5180, she had included in the Council’s meeting packet a “redline” version showing the changes to the existing regulations.

Yoder said the City of Goshen participates in the National Flood Insurance Program and that participation is required in order to make flood insurance available to City property owners. And, she said, the participation and ordinance requirements are established by the Federal Emergency Management Agency (FEMA) and the State of Indiana.

Yoder said the most recent update to the flood control district regulations were made in 2020. Since then, she said there have been changes and the Model Ordinance was provided by the State of Indiana Department of Natural Resources (DNR), which administers the program. She said DNR has reviewed the amendment.

Yoder briefly discussed two proposed changes in the regulations, which she said added clarity and more details about the City’s current practices.

Mayor Leichty thanked **Yoder** and asked if there were any Council questions or comments about Ordinance 5180. There were none.

At 7:13 p.m., **Mayor Leichty** invited public comments on Ordinance 5180. There were none.

Council President Weddell said Councilors were ready to vote.

On a voice vote, Councilors unanimously passed Ordinance 5180, Amend Ordinance 3011 By Authorizing the Following Changes Related to the Flood Control District (Overlay) Regulations, on First Reading by a 6-0 margin, with all Councilors present voting yes, at 7:13 p.m.

Councilors gave unanimous consent to proceed with the Second Reading of Ordinance 5180.

Mayor Leichty called for the introduction on Second Reading of Ordinance 5180, *Amend Ordinance 3011 By Authorizing the Following Changes Related to the Flood Control District (Overlay) Regulations*. Council President **Weddell** asked the Clerk-Treasurer to read Ordinance 5180 by title only, which was done.

Weddell/Nisley moved to approve Ordinance 5180 on Second Reading.

Mayor Leichty invited further Council comments on Ordinance 5180. There were none.

On a voice vote, Councilors unanimously passed Ordinance 5180, Amend Ordinance 3011 By Authorizing the Following Changes Related to the Flood Control District (Overlay) Regulations, on Second Reading by a 6-0 margin, with all Councilors present voting yes, at 7:14 p.m.



8) Resolution 2024-04, Interlocal Agreement with the County of Elkhart for Animal Control Services

Mayor Leichthy called for the introduction of Resolution 2024-04, *Interlocal Agreement with the County of Elkhart for Animal Control Services*. Council President Weddell asked the Clerk-Treasurer to read Resolution 2024-04 by title only, which was done.

Weddell/Nisley made a motion to approve Resolution 2024-04.

BACKGROUND:

Resolution 2024-04 would approve the terms and conditions and authorize the execution of an Interlocal Agreement with the County of Elkhart for Animal Control Services.

Elkhart County has negotiated a contract with the Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2024 for certain areas of the county, including within the Goshen city limits. Under this agreement, the City would contribute \$93,940 to reimburse the County for the cost of providing these services within the Goshen city limits.

Under the agreement, communities will pay the following amounts for animal control services:

City of Elkhart	\$153,065
City of Goshen	\$93,940
Town of Middlebury	\$6,534.
Town of Wakarusa	\$7,260
Town of Bristol	\$4,840
Town of Nappanee	\$12,688

The City Board of Public Works and Safety approved this same interlocal agreement on March 14, 2024.

SUMMARY OF MARCH 25, 2024 COUNCIL DISCUSSION AND APPROVAL OF RESOLUTION 2024-04:

Mayor Leichthy asked if **City Attorney Bodie Stegelmann** could provide the background of Resolutions 2024-04. **Stegelmann** said this was the annual agreement the City has with Elkhart County for animal control services. He said the county takes the lead in proposing the agreement and the cost is allocated among the participating entities. **Stegelmann** said the City of Goshen would pay \$93,940 in 2024, which was about a 10% increase from the 2023 agreement. He said historically, the amount the City contributed was level, but it also increased last year. **Stegelmann said the agreement has been approved by the City Board of Public Works and Safety. However, he said because it is an interlocal agreement, it also must be approved by the Common Council.**

Councilor Schrock asked if other municipalities, including Elkhart and Bristol, would also be contributing their share for animal control services. **Stegelmann** said they would under the same structure.

Mayor Leichthy asked if **Councilors** were prepared to vote on Resolution 2024-04. **Council President Weddell** said **Councilors** were ready to vote.

On a voice vote, Councilors unanimously approved Resolution 2024-04, *Interlocal Agreement with the County of Elkhart for Animal Control Services*, by a 6-0 margin, with all Councilors present voting “yes,” at 7:16 p.m.



Elected Official Reports

Councilor Gerber said she was able to attend the **March 8 International Women’s Day luncheon**. She congratulated the Mayor and her staff for organizing the event and said it was meaningful and well planned.

Council President Weddell said he attended the “Building Strong Towns” speech by **Chuck Marohn**, the author, speaker and urban planning theorist, on March 19 at the Lerner Theater in Elkhart. He said it was “interesting.”

Mayor Leichty said it was “thought provoking. That was the idea.”

Although he noted Resolution 2024-03 had earlier been pulled from today’s Common Council agenda, **Council President Weddell** said he wanted to comment on the **proposal to allow Council members to participate in meetings by electronic means of communication**. He said a similar policy led to a “circus” at the Goshen Community Schools Board. He explained that the school board met Saturday and one member was not able to fully participate online; she could not be viewed on the screen despite 20 minutes of trying and could not vote.

(The school board voted 3-2 on March 23 to name a new school board member, but because a majority was not considered present, the vote was later invalidated)

Council President Weddell said the vote was redone earlier today and the member who was unable to participate Saturday was unable to vote again today because she had already participated in several meetings electronically. He said there were “major concerns relying on technology and the complications that come with that.” So, he said he is “looking forward” to the Council’s eventual discussion on Resolution 2024-03. **Mayor Leichty** responded, “Me, too.”

Councilor Schrock said he attended the City’s **annual Flood Resilience Public Meeting** on March 5 at the Elkhart County 4H Fairgrounds. He said the City mailed about 4,800 invitations and it was “discouraging” that only 12 members of the public attended. He said a meeting was held afterward to discuss ways to increase public attendance at the event. He said he would welcome suggestions to get more people to care an attend meetings on subjects that directly affect them. Still, he thanked those who organized the event.

Councilor Schrock said he also attended the **Community Open House for the Goshen Parks Department Master Plan**, March 21 at Shanklin Park. He said some people attended, but not very many. He said it was a well organized event.

Councilor Schrock said he also wanted to comment on the project, advanced earlier in tonight’s Council meeting to remove lead water services lines. He said 90% of the project would be taking place in the district he represents (Third). He said he was excited about the project and asked if this was the only part of the City that needed this work or would additional work be done elsewhere.

City Director of Public Works & Utilities Dustin Sailor said the project area has a special designation of being “disadvantaged” and because of that has the greatest potential for state application approval and funding assistance. He said that was one of the primary reasons this area was selected and it was possible to do this work without raising utilities rates. Sailor added no lead is acceptable, but the final federal requirements have not been released.



Councilor Schrock read a brief statement praising the City for continuing to “stay ahead of the curve” in ensuring safe drinking water and public safety in general. He thanked all involved in this project.

Mayor Leichty thanked Councilors for attending all of the extra City meetings held recently. She also said she was impressed that **Utilities City Engineer Jamey Bontrager-Singer’s granddaughter** sat so patiently through much of the meeting. She said adjourning the meeting now would help him get home sooner.

There were no further Council comments or questions.

Councilor Nisley made a motion to adjourn the meeting. By a voice vote, Councilors unanimously approved the motion to adjourn the meeting.

Mayor Leichty adjourned the meeting at 7:22 p.m.

EXHIBIT #1: “Goshen: Our Home,” a three-page essay by Skye Steury, a Goshen High School student, who won first place in the City Community Relations Commission’s Essay Contest. The essay was read aloud.

EXHIBIT #2: An updated memorandum and six pages of data on the City’s year-to-date expenditures for general fund departments, special revenue funds, restricted funds and redevelopment restricted funds as well as cash balances and receipts and income. Dated March 25, 2024, it was prepared and presented to Councilors by Deputy Clerk-Treasurer Jeffery Weaver.

EXHIBIT #3: A 12-page PowerPoint presentation, titled “Preliminary Engineering Report: Service Line and Water Main Replacement Project,” which was used by Utilities City Engineer Jamey Bontrager-Singer during the Council’s consideration of agenda item #6.

APPROVED:

Gina Leichty, Mayor of Goshen

ATTEST:

Richard R. Aguirre, City Clerk-Treasurer



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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TO: Goshen City Common Council

FROM: Jeffery Weaver, Deputy Clerk-Treasurer

RE: 2024 Monthly Expenditure Report as of March 31, 2024

DATE: April 22, 2024

The attached Monthly Financial Reports provide financial information for the Civil City spending as of March month-end. The Clerk-Treasurer's Office produces these reports upon month-end closing and plans to make them available to the Common Council and City Management for their review. The attached reports are unaudited and may include immaterial variances due to payroll accruals or month-end closing adjustments. The attached reports supplement, but do not replace, other financial reports prepared by the Clerk-Treasurer's Office such as departmental financial reports or the Annual Financial Report published in Indiana's Gateway database.

Cash Balances

Pages 2 and 3 summarize cash balances for council-budgeted funds from the beginning of the year to the end of March. The cash balance at the beginning of the year for these funds was \$87,716,180 and at the end of March was \$82,266,379.

Receipts

Pages 4 and 5 summarize receipts for council-budgeted funds so far in 2024. Receipts in these funds totaled \$7,263,511 so far in the budget year, which reflects 12.7% of the budgeted receipts.

Expenditures

Pages 6 and 7 reflect expenditures for council-budgeted funds so far in 2024. Expenditures in these funds totaled \$12,713,312 so far in the budget year. This amount includes encumbrances, which are payments made in the current year but were approved as part of the prior-year budget. The original budget of \$75,559,462 and encumbrances of \$3,401,471 result in an effective budget of \$78,960,933. The City has spent 16.1% of this budget so far this year.

CITY OF GOSHEN, INDIANA

2024 MONTHLY CASH BALANCE REPORT

	<u>Balance as of 1/1/2024</u>	<u>Receipts as of 3/31/2024</u>	<u>Expenditures as of 3/31/2024</u>	<u>Cash Balance as of 3/31/2024</u>
<u>GENERAL FUND</u>				
General Fund	\$ 18,414,450	\$ 4,003,761	\$ 7,592,534	\$ 14,825,677
 Total General Fund	 \$ 18,414,450	 \$ 4,003,761	 \$ 7,592,534	 \$ 14,825,677
 <u>SPECIAL REVENUE FUNDS</u>				
Motor Vehicle Highway	\$ 3,269,248	\$ 197,648	\$ 682,519	\$ 2,784,377
Local Roads and Streets	967,783	160,523	-	1,128,306
Parks	4,250,564	82,516	528,459	3,804,621
Aviation	498,815	34,827	73,180	460,462
Probation	136,392	26,849	27,928	135,313
EDIT	4,624,490	723,767	179,558	5,168,699
Economic Improvement District	20,196	103	17,493	2,806
Parking Lot Fund	5,360	-	-	5,360
Opioid Unrestricted Fund	45,315	33,911	-	79,226
Law Enforcement Continuing Ed	73,329	5,914	7,560	71,683
Unsafe Building	209,674	5,342	-	215,016
Township Fire Support	220,279	350,000	19,439	550,840
Rainy Day	2,654,517	-	-	2,654,517
Public Safety LOIT	1,454,174	683,072	577,018	1,560,228
Residential Lease Fees	43,305	14,067	13,260	44,112
Redevelopment Operating	447,432	22,856	57,894	412,394
Stormwater Management	2,124,154	8,621	78,413	2,054,362
 Total Special Revenue Funds	 \$ 21,045,027	 \$ 2,350,016	 \$ 2,262,721	 \$ 21,132,322

CITY OF GOSHEN, INDIANA

2024 MONTHLY CASH BALANCE REPORT (Continued)

	<u>Balance as</u> <u>of 1/1/2024</u>	<u>Receipts as</u> <u>of 3/31/2024</u>	<u>Expenditures</u> <u>as of 3/31/2024</u>	<u>Cash Balance</u> <u>as of 3/31/2024</u>
<u>RESTRICTED FUNDS</u>				
American Rescue Plan Grant	\$ 5,684,956	\$ -	\$ 49,597	\$ 5,635,359
Motor Vehicle Highway Restricted	1,486,695	180,842	-	1,667,537
Opioid Restricted Funds	114,544	79,126	-	193,670
Court Fees	46,549	21,283	16,582	51,250
Debt Service	75,554	-	185,100	(109,546)
Cumulative Capital Improvemet	331,715	-	700	331,015
Cumulative Capital Development	669,921	-	27,996	641,925
Cumulative Sewer	2,822,950	18,382	38,535	2,802,797
Cumulative Fire	494,081	-	46,836	447,245
Major Moves (1)	4,702,865	48,438	-	4,751,303
Cumulative Cemetery	80,605	2,017	-	82,622
General Capital Improvement	136,746	-	-	136,746
2021 GO Bond Proceeds	3,170,223	-	-	3,170,223
2015 GO Bond Proceeds	849,472	-	-	849,472
Fire Pension	299,528	-	96,907	202,621
Police Pension	478,432	125	62,159	416,398
	<hr/>	<hr/>	<hr/>	<hr/>
Total Restricted Funds	\$ 21,444,836	\$ 350,213	\$ 524,412	\$ 21,270,637
<u>REDEVELOPMENT FUNDS</u>				
Bond Principal and Interest	\$ 574,542	\$ -	\$ 814,219	\$ (239,677)
SouthEast TIF	14,978,108	384,057	680,913	14,681,252
Lippert/Dierdorff TIF	612,445	-	65,160	547,285
Consolidated RiverRace/US 33 TIF	10,646,772	175,464	773,353	10,048,883
	<hr/>	<hr/>	<hr/>	<hr/>
Total Redevelopment Funds	\$ 26,811,867	\$ 559,521	\$ 2,333,645	\$ 25,037,743
	<hr/>	<hr/>	<hr/>	<hr/>
Total Budgeted Fund Cash Balance	\$ 87,716,180	\$ 7,263,511	\$ 12,713,312	\$ 82,266,379

CITY OF GOSHEN, INDIANA

2024 MONTHLY RECEIPT/INCOME REPORT

<u>GENERAL FUND</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>YEAR</u>	<u>BUDGET</u> (1)	<u>% BUDGET</u>
General Fund	\$ 1,347,985	\$ 1,379,519	\$ 1,276,257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,003,761	\$ 25,315,806	15.8%
Total General Fund	\$ 1,347,985	\$ 1,379,519	\$ 1,276,257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,003,761	\$ 25,315,806	15.8%
 <u>SPECIAL REVENUE FUNDS</u>															
Motor Vehicle Highway	\$ 59,811	\$ 60,832	\$ 77,005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 197,648	\$ 4,130,424	4.8%
Local Roads and Streets	54,615	53,450	52,458	-	-	-	-	-	-	-	-	-	160,523	943,082	17.0%
Parks	25,144	27,570	29,802	-	-	-	-	-	-	-	-	-	82,516	3,409,479	2.4%
Aviation	13,304	8,169	13,354	-	-	-	-	-	-	-	-	-	34,827	391,342	8.9%
Probation	7,274	8,935	10,640	-	-	-	-	-	-	-	-	-	26,849	80,000	33.6%
EDIT	253,582	229,368	240,817	-	-	-	-	-	-	-	-	-	723,767	2,757,415	26.2%
Economic Improvement District	56	37	10	-	-	-	-	-	-	-	-	-	103	57,000	0.2%
Parking Lot Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Opioid Unrestricted Fund	-	-	33,911	-	-	-	-	-	-	-	-	-	33,911	-	-
Law Enforcement Continuing Ed	690	3,434	1,790	-	-	-	-	-	-	-	-	-	5,914	45,750	12.9%
Unsafe Building	796	740	3,806	-	-	-	-	-	-	-	-	-	5,342	-	-
Township Fire Support	350,000	-	-	-	-	-	-	-	-	-	-	-	350,000	350,000	100.0%
Rainy Day	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Safety LOIT	227,691	227,690	227,691	-	-	-	-	-	-	-	-	-	683,072	2,732,286	25.0%
Residential Lease Fees	2,405	5,425	6,237	-	-	-	-	-	-	-	-	-	14,067	77,700	18.1%
Redevelopment Operating	8,500	7,658	6,698	-	-	-	-	-	-	-	-	-	22,856	93,000	24.6%
Stormwater Management	2,495	5,068	1,058	-	-	-	-	-	-	-	-	-	8,621	597,320	1.4%
Total Special Revenue Funds	\$ 1,006,363	\$ 638,376	\$ 705,277	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,350,016	\$ 15,664,798	15.0%

See notes on next page.

CITY OF GOSHEN, INDIANA

2024 MONTHLY RECEIPT/INCOME REPORT (Continued)

<u>RESTRICTED FUNDS</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>YEAR</u>	<u>BUDGET</u> (1)	<u>% BUDGET</u>
American Rescue Plan Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Motor Vehicle Highway Restricted	58,793	59,832	62,217	-	-	-	-	-	-	-	-	-	180,842	1,059,808	17.1%
Opioid Restricted Funds	-	-	79,126	-	-	-	-	-	-	-	-	-	79,126	-	-
Court Fees	8,275	6,281	6,727	-	-	-	-	-	-	-	-	-	21,283	47,800	44.5%
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	360,335	0.0%
Cumulative Capital Improvemet	-	-	-	-	-	-	-	-	-	-	-	-	-	62,648	0.0%
Cumulative Capital Development	-	-	-	-	-	-	-	-	-	-	-	-	-	782,119	0.0%
Cumulative Sewer	-	-	18,382	-	-	-	-	-	-	-	-	-	18,382	520,890	3.5%
Cumulative Fire	-	-	-	-	-	-	-	-	-	-	-	-	-	520,890	0.0%
Major Moves	17,000	15,198	16,240	-	-	-	-	-	-	-	-	-	48,438	250,000	19.4%
Cumulative Cemetery	756	892	369	-	-	-	-	-	-	-	-	-	2,017	11,000	18.3%
General Capital Improvement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2021 GO Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2015 GO Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fire Pension	-	-	-	-	-	-	-	-	-	-	-	-	-	550,000	0.0%
Police Pension	10	40	75	-	-	-	-	-	-	-	-	-	125	340,000	0.0%
Total Restricted Funds	\$ 84,834	\$ 82,243	\$ 183,136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,213	\$ 4,505,490	7.8%
REDEVELOPMENT FUNDS															
Bond Principal and Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 817,843	0.0%
SouthEast TIF	210,957	48,390	124,710	-	-	-	-	-	-	-	-	-	384,057	6,822,477	5.6%
Lippert/Dierdorff TIF	-	-	-	-	-	-	-	-	-	-	-	-	-	248,600	0.0%
Consolidated RiverRace/US 33 TIF	47,764	33,239	94,461	-	-	-	-	-	-	-	-	-	175,464	3,853,820	4.6%
Total Redevelopment Funds	\$ 258,721	\$ 81,629	\$ 219,171	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 559,521	\$ 11,742,740	4.8%
Total 2024 Receipts	\$ 2,697,903	\$ 2,181,767	\$ 2,383,841	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,263,511	\$ 57,228,834	12.7%

(1) Receipt budgets are used only for DLGF calculations. Measurement and performance is not reviewed or restricted by DLGF and is primarily for City management purposes.

CITY OF GOSHEN, INDIANA

2024 MONTHLY EXPENDITURE/SPENDING REPORT

<u>GENERAL FUND DEPARTMENT</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>YEAR</u>	<u>BUDGET</u>	<u>ENCUMBER</u>	<u>% BUDGET</u>
															(1)	
Common Council	\$ 45,585	\$ 11,392	\$ 14,626	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,603	\$ 136,190	\$ 30,834	42.9%
Mayor	43,980	43,701	60,124	-	-	-	-	-	-	-	-	-	147,805	588,050	-	25.1%
Clerk-Treasurer	58,660	55,801	76,344	-	-	-	-	-	-	-	-	-	190,805	765,100	-	24.9%
Legal	68,249	60,715	80,775	-	-	-	-	-	-	-	-	-	209,739	942,235	6,962	22.1%
City Court	34,752	34,149	47,065	-	-	-	-	-	-	-	-	-	115,966	469,840	-	24.7%
Board of Works	318,320	464,132	790,530	-	-	-	-	-	-	-	-	-	1,572,982	5,441,020	345,577	27.2%
Technology	19,013	32,239	25,542	-	-	-	-	-	-	-	-	-	76,794	712,750	-	10.8%
Cemeteries	31,386	22,857	38,612	-	-	-	-	-	-	-	-	-	92,855	519,840	-	17.9%
Community Relations Commission	6,853	8,106	12,883	-	-	-	-	-	-	-	-	-	27,842	104,840	-	26.6%
Engineering	68,303	66,013	93,451	-	-	-	-	-	-	-	-	-	227,767	1,064,930	-	21.4%
Police	657,932	630,382	835,669	-	-	-	-	-	-	-	-	-	2,123,983	9,420,700	48,628	22.4%
Fire	635,680	562,248	741,951	-	-	-	-	-	-	-	-	-	1,939,879	7,758,950	47,619	24.8%
Building	40,140	40,616	52,263	-	-	-	-	-	-	-	-	-	133,019	525,720	8,600	24.9%
Planning	32,781	32,272	43,893	-	-	-	-	-	-	-	-	-	108,946	427,300	-	25.5%
Central Garage	92,457	141,663	163,888	-	-	-	-	-	-	-	-	-	398,008	1,722,050	-	23.1%
Environmental Resilience	42,927	51,193	60,421	-	-	-	-	-	-	-	-	-	154,541	831,320	-	18.6%
Total General Fund	\$ 2,197,018	\$ 2,257,479	\$ 3,138,037	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,592,534	\$ 31,430,835	\$ 488,220	23.8%
<u>SPECIAL REVENUE FUNDS</u>																
Motor Vehicle Highway	\$ 176,012	\$ 254,269	\$ 252,238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 682,519	\$ 3,597,125	\$ 4,348	19.0%
Local Roads and Streets	-	-	-	-	-	-	-	-	-	-	-	-	-	600,000	4,535	0.0%
Parks	146,037	205,525	176,897	-	-	-	-	-	-	-	-	-	528,459	3,418,950	491,928	13.5%
Aviation	23,548	29,929	19,703	-	-	-	-	-	-	-	-	-	73,180	385,940	2,514	18.8%
Probation	8,307	8,033	11,588	-	-	-	-	-	-	-	-	-	27,928	111,005	-	25.2%
EDIT	132,217	42,721	4,620	-	-	-	-	-	-	-	-	-	179,558	3,237,750	484,421	4.8%
Economic Improvement District	4,737	3,970	8,786	-	-	-	-	-	-	-	-	-	17,493	57,000	-	30.7%
Parking Lot Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	5,360	-	0.0%
Opioid Unrestricted Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Law Enforcement Continuing Ed	944	624	5,992	-	-	-	-	-	-	-	-	-	7,560	36,000	-	21.0%
Unsafe Building	-	-	-	-	-	-	-	-	-	-	-	-	-	85,000	-	0.0%
Township Fire Support	9,240	8,422	1,777	-	-	-	-	-	-	-	-	-	19,439	350,000	-	5.6%
Rainy Day	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Safety LOIT	171,654	165,969	239,395	-	-	-	-	-	-	-	-	-	577,018	2,882,400	-	20.0%
Residential Lease Fees	4,862	3,575	4,823	-	-	-	-	-	-	-	-	-	13,260	56,835	-	23.3%
Redevelopment Operating	15,931	17,253	24,710	-	-	-	-	-	-	-	-	-	57,894	243,820	-	23.7%
Stormwater Management	23,641	24,068	30,704	-	-	-	-	-	-	-	-	-	78,413	767,175	29,247	9.8%
Total Special Revenue Funds	\$ 717,130	\$ 764,358	\$ 781,233	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,262,721	\$ 15,834,360	\$ 1,016,993	13.4%

See notes on next page.

(Monthly Financial Report Prepared for the April 22, 2024 Goshen Common Council Meeting)

CITY OF GOSHEN, INDIANA

2024 MONTHLY EXPENDITURE/SPENDING REPORT (Continued)

RESTRICTED FUNDS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR	BUDGET	ENCUMBER	% BUDGET
															(1)	
American Rescue Plan Grant	\$ 7,455	\$ 32,181	\$ 9,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,597	\$ 2,878,300	\$ -	1.7%
Motor Vehicle Highway Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000	102,176	0.0%
Opioid Restricted Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	250,000	-	0.0%
Court Fees	8,189	1,510	6,883	-	-	-	-	-	-	-	-	-	16,582	57,250	-	29.0%
Debt Service	185,100	-	-	-	-	-	-	-	-	-	-	-	185,100	369,350	-	50.1% (3)
Cumulative Capital Improvemnet	-	-	700	-	-	-	-	-	-	-	-	-	700	87,000	-	0.8%
Cumulative Capital Development	14,791	10,365	2,840	-	-	-	-	-	-	-	-	-	27,996	697,000	53,191	3.7%
Cumulative Sewer	25,066	5,635	7,834	-	-	-	-	-	-	-	-	-	38,535	200,000	-	19.3%
Cumulative Fire	41,689	4,925	222	-	-	-	-	-	-	-	-	-	46,836	250,000	252,649	9.3%
Major Moves	-	-	-	-	-	-	-	-	-	-	-	-	-	250,000	-	0.0%
Cumulative Cemetery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
General Capital Improvement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2021 GO Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2015 GO Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fire Pension	290	48,236	48,381	-	-	-	-	-	-	-	-	-	96,907	533,638	-	18.2%
Police Pension	1,608	30,203	30,348	-	-	-	-	-	-	-	-	-	62,159	439,500	-	14.1%
Total Restricted Funds	\$ 284,188	\$ 133,055	\$ 107,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 524,412	\$ 7,012,038	\$ 408,016	7.1%
REDEVELOPMENT FUNDS																
Bond Principal and Interest	\$ 814,219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 814,219	\$ 823,114	\$ -	98.9% (3)
SouthEast TIF	59,133	101,657	520,123	-	-	-	-	-	-	-	-	-	680,913	9,205,115	1,155,583	6.6%
Lippert/Dierdorff TIF	-	65,160	-	-	-	-	-	-	-	-	-	-	65,160	550,000	-	11.8%
Consolidated RiverRace/US 33 TIF	217,882	153,711	401,760	-	-	-	-	-	-	-	-	-	773,353	10,704,000	332,659	7.0%
Total Redevelopment Funds	\$ 1,091,234	\$ 320,528	\$ 921,883	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,333,645	\$ 21,282,229	\$ 1,488,242	10.2%
Total 2024 Spending	\$ 4,289,570	\$ 3,475,420	\$ 4,948,322	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,713,312	\$ 75,559,462	\$ 3,401,471	16.1%

Notes

- (1) Encumbrances are portions of the 2023 budget that were extended into the 2024 budget. This is allowable for 2023 invoiced purchases, unexpired agreements from 2023 or before, or for purchase orders initiated in 2023 intended to be spent from the 2023 budget.
- (2) Common Council encumbered \$30,833.77 from the 2023 budget to pay the County Treasurer for 2023 election costs. The City paid the County in January.
- (3) Debt Service funds pay debt in January and June of each year.



**Theresa Cummings, Community Development Specialist
CDBG Program, CITY OF GOSHEN**

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

Phone (574) 533-9370 • Fax (574) 533-8626 • TDD (574) 534-3185
theresacummings@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Mayor Gina Leichty
Goshen Common Council Members

FROM: Theresa Cummings, Community Development Specialist

DATE: April 15, 2024

RE: Council Resolution 2024-07

Attached is Council Resolution 2024-07, a resolution of the Common Council to authorize the filing of the Community Development Block Grant (CDBG) application (annual plan) for Program Year 2024.

The 2024 HUD allocation to Goshen has not yet been released and is estimated at \$270,000.

During the public comment period, no opposing comments were received, and no substantial changes were made to the draft plan that was discussed at the Council Meeting on March 25, 2024, other than minor edits. The plan is available at <http://goshenindiana.org/cdbg>.

Upon authorization of the resolution, the application for funding can be filed when HUD releases allocation amounts.

COUNCIL RESOLUTION 2024-07
A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA,
AUTHORIZING THE FILING OF AN APPLICATION FOR A COMMUNITY
DEVELOPMENT BLOCK GRANT

WHEREAS the Common Council of the City of Goshen desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

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

WHEREAS the Common Council of the City of Goshen is committed to compliance with all federal, state and applicable Program rules. It is recognized that the Federal contract for such financial assistance pursuant to said Title I imposes certain obligations and responsibilities upon the Applicant and the Applicant assures and certifies compliance.

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

1. That the United States of America and the Secretary of Housing and Urban Development be, and they hereby are, assured of full compliance by the City of Goshen, Indiana.
2. That an application on behalf of the City of Goshen for an estimated grant of \$270,000 for the Program outlined in the application is hereby approved and that the Mayor of the City of Goshen, Indiana, is hereby authorized and directed to execute and file such application and any required accompanying documentation with the Department of Housing and Urban Development and to provide such additional information and to furnish such documents as may be required on behalf of the City of Goshen.

Passed and adopted by the Common Council of the City of Goshen, Indiana, on the _____ day of _____ 2024.

Presiding Officer

Attest:

Richard R. Aguirre, City Clerk Treasurer

This Resolution, having been passed by the Common Council, is presented by me to the Mayor on the _____ day of _____ 2024, at _____ am/pm.

Richard R. Aguirre, City Clerk Treasurer

This Resolution, having been passed by the Common Council and presented to me is approved by me and adopted on the _____ day of _____ 2024.

Gina Leichty, Mayor

**GOSHEN COMMON COUNCIL
RESOLUTION 2024-08**

**Interlocal Agreement with the County of Elkhart
for the Improvement of the Pumpkinvine Trail**

WHEREAS the City of Goshen and the County of Elkhart have negotiated an interlocal agreement to coordinate improvements to and paving of the Pumpkinvine Trail from State Road 4 to County Road 28.

WHEREAS pursuant to I.C. § 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 for the Improvement of the Pumpkinvine Trail with the County of Elkhart, a copy of which is attached to and made a part of this resolution.

PASSED by the Goshen Common Council on _____, 2024.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2024, at _____ a.m./p.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2024.

Gina M. Leichty, Mayor

INTERLOCAL AGREEMENT
FOR THE IMPROVEMENT OF THE PUMPKINVINE TRAIL

THIS AGREEMENT is made and entered into effective as of the last date of signature hereon by and between the CITY OF GOSHEN, INDIANA (hereinafter referred to as “City”) and the COUNTY OF ELKHART, INDIANA (hereinafter referred to as “County”).

RECITALS:

WHEREAS, City wishes to improve the Pumpkinvine Nature Trail;

WHEREAS, a portion of the Pumpkinvine Nature Trail from State Road 4 to County Road 28 is within the jurisdiction of the County and a portion is within the jurisdiction of the City;

WHEREAS, County wishes to support the improvement of the Pumpkinvine Nature Trail;

WHEREAS, County and City agree that cooperating to improve the Pumpkinvine Nature Trail is in both of their best interests;

WHEREAS, City and County enter into this Agreement to:

- A. Identify the duties and responsibilities of City and County in regard to the desired “Pumpkinvine Improvement Project,” also herein referred to as the “Project;” and
- B. Seek to obtain financial participation by other community sources.

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

PROJECT

This Agreement defines the initially planned “Project” for improvements to and paving of the Pumpkinvine Nature Trail (“Trail”) from State Road 4 to County Road 28 in Elkhart County, Indiana. The Project consists of the planning, funding, designing, engineering, bidding, constructing, inspecting, and overseeing of the Project.

DESIGN CONSULTANT

- a. County shall serve as the “Design Consultant” on the Project. County shall provide the engineering and design work necessary for bidding and inspection of the Project.
- b. The engineering and design standards for the Project shall be subject to the approval of the County and City.

LEAD AGENCY

County shall serve as the Lead Agency for the Project. County agrees to be responsible for the overall administration of the Project including but not necessarily limited to the following:

- a. Bidding and awarding the Project in compliance with governmental requirements applicable to City and County, for the bidding of public works projects.
- b. Obtaining any governmental permits or approvals required to construct the Project.
- c. Administering any contract or contracts awarded to a successful bidder or bidders on the Project.
- d. Providing engineering review and construction inspection services for the Project to the extent that such are not the responsibility of the successful bidder or bidders.
- e. Maintaining the documents, contracts, notices, and other records connected with the Project.
- f. Providing the City with a financial summary of all funds needed for the Project, all funds received for the Project, and all funds expended on the Project, to include specifically the responsibility of City to fund the amounts needed for the Project.

CITY PARTICIPATION

While County shall serve as the Lead Agency, City and County acknowledge that such is tied largely to the County providing the Design Consultant services contemplated under “Lead Agency” above. City shall be significantly involved with the Project. City’s participation shall include, but not necessarily be limited to, the following:

- a. City shall review and approve the Project engineering and design, though such engineering and design shall be provided by County as part of the Lead Agency role set forth above.
- b. City shall fund all direct and indirect construction costs associated with the Project, with the acknowledged desire and intent of County and City to seek cost-sharing participation by third parties, which shall serve to diminish the costs of City for such direct or indirect construction costs. Direct and indirect construction costs associated with the Project shall include Trail drainage and repairs needed preparatory to paving, change orders, and compaction and materials testing.
- c. City shall appropriate and have available for use by County, all funds required of City for its share of the direct and indirect construction costs, it being acknowledged that the transfer of such funds to County must occur essentially simultaneous with the Notice to Proceed with the Project, or even in advance thereof, as County is not in a position to advance the funds for the construction costs associated with the Project.

TIME IS OF THE ESSENCE; DURATION OF PROJECT

- a. City and County agree to cooperate so that the engineering and design and preliminary bidding process can be completed in time to receive bids for the Project by the end of May, 2024.
- b. City may terminate this Agreement by providing written notice of termination to County no later than sixty (60) days after receipt of the bids. Alternatively, in the event City fails to provide the necessary funding for the Project to County within sixty (60) days after the receipt of bids, County may terminate this Agreement by providing written notice to City.
- c. The parties contemplate that all construction shall commence and be completed during the calendar year 2024; however, should unexpected difficulties or delays occur, the Project may extend the completion date by written acknowledgement executed by the parties hereto.
- d. Time is of the essence with regard to constructing the Project. City and County agree to communicate with each other in establishing a construction schedule that will allow the Project to be completed in a timely fashion consistent with subparagraphs (a) and (b) above.
- e. This Agreement shall be in effect through December 31, 2024 and shall thereafter automatically renew on a year-to-year calendar basis if the Project has not been completed, unless either party shall give written notice of termination to the other party at least ninety (90) days prior to the end of the initial term of this Agreement or any renewal year of this Agreement.

OWNER OF PROJECT

The portion of the Project within City shall be owned by City and shall be maintained by City. The remainder of the Project shall be owned by County and shall be maintained by County.

FILING REQUIREMENTS

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

SUPPLEMENTAL DOCUMENTS

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

LIMITATIONS OF LIABILITY

- a. City acknowledges that County shall not be liable to City for completion of or the failure to complete any activities which are an obligation of City to perform pursuant to this

Agreement, and City agrees to indemnify, defend, and hold harmless County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from City's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any claims or judgments, including without limitation court costs, attorney's fees, and other expenses.

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

NON-DISCRIMINATION

Pursuant to Indiana Code 22-9-1-10, neither 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.

MISCELLANEOUS

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

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

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 States mail:

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

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

with copies to:

Bodie Stegelman
Goshen City Attorney
Municipal Annex Building
204 East Jefferson Street
Goshen, IN 46528
Fax: (574) 537-3871
Email: bstegelman@goshencity.com

and

Craig Buche
Elkhart County Attorney
Yoder Ainlay Ulmer & Buckingham, LLP
130 North Main Street
Goshen, IN 46527
Fax: (574) 534-4174
Email: cbuche@yaub.com

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

BINDING EFFECT

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

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

[signatures on separate sheet]

Date: _____, 2024

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By: _____
Brad Rogers, President

By: _____
Suzanne Weirick

By: _____
Bob Barnes

ATTEST:

Patricia A. Pickens
Elkhart County Auditor

Date: _____, 2024

CITY OF GOSHEN, INDIANA

By: _____
Gina Leichty, Mayor

ATTEST:

Richard R. Aguirre
Clerk-Treasurer

APPROVAL

The Common Council of the City of Goshen, Indiana hereby approves of the above and foregoing Interlocal Agreement this _____ day of _____, 2024.

COMMON COUNCIL OF THE CITY OF
GOSHEN, INDIANA

By: _____
Gina Leichty, Presiding Officer

ATTEST:

Richard R. Aguirre
Clerk-Treasurer

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this ____ day of _____, 2024.

ELKHART COUNTY COUNCIL

By: _____
Thomas W. Stump, President

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 _____, 2024, personally appeared Brad Rogers, Suzanne Weirick, and Bob Barnes for the Board of Commissioners of the County of Elkhart, 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 purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public

(printed or typed name)

Residing in Elkhart County, Indiana

My Commission Expires:

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2024, personally appeared Gina Leichty and Richard R. Aguirre, the Mayor and Clerk-Treasurer, respectively, of the City of Goshen, Indiana, and acknowledged that 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 purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public

(printed or typed name)

Residing in Elkhart County, Indiana

My Commission Expires:

Prepared by Craig Buche, Yoder, Ainlay, Ulmer & Buckingham, LLP
130 N. Main St., Goshen, IN 46527-0575

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 Buche, 130 N. Main St., Goshen, IN 46527-0575

**GOSHEN COMMON COUNCIL
RESOLUTION 2024-09**

**Interlocal Agreement
with the County of Elkhart
for the Establishment of the Marion Branch Quiet Zone**

WHEREAS the City of Goshen and the County of Elkhart have negotiated an interlocal agreement to coordinate the establishment of a railroad quiet zone on the Marion Branch from Washington Street to County Road 42.

WHEREAS pursuant to I.C. § 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 for the Establishment of the Marion Branch Quiet Zone with the County of Elkhart, a copy of which is attached to and made a part of this resolution.

PASSED by the Goshen Common Council on _____, 2024.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2024, at _____
a.m./p.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2024.

Gina M. Leichty, Mayor

**INTERLOCAL AGREEMENT
BETWEEN CITY OF GOSHEN AND COUNTY OF ELKHART
FOR THE ESTABLISHMENT OF THE MARION BRANCH QUIET ZONE**

THIS INTERLOCAL AGREEMENT is made and entered into on _____, 2024, by and between City of Goshen, Indiana (“City”), by and through the Goshen Board of Public Works and Safety and the Goshen Redevelopment Commission, and with the approval of the Goshen Common Council; and County of Elkhart, Indiana (“County”), by and through the Board of Commissioners of the County of Elkhart, and with the approval of the Elkhart County Council.

WITNESSETH:

WHEREAS, City is in the process of making application to the Federal Railroad Administration to establish a new railroad quiet zone on the Marion Branch from Washington Street to County Road 42, hereinafter referred to as the “Marion Branch Quiet Zone.”

WHEREAS, since the proposed new quiet zone includes the public highway-rail grade crossings which are under the authority and control of County, in accordance with 49 C.F.R. § 222.37(a), both City and County must agree to the establishment of the quiet zone, and County must delegate to City the authority to take such actions as are required by 49 C.F.R. pt. 222 to establish the Marion Branch Quiet Zone.

WHEREAS, such actions required to establish and maintain the Marion Branch Quiet Zone by City will include the implementation and maintenance of one or more safety measures at each grade crossing within the new quiet zone.

WHEREAS, I.C. § 36-1-7 et seq. provides that a power that may be exercised by a political subdivision and by another governmental entity may be exercised by one entity on behalf of the other entity if the entities enter into a written agreement under I.C. § 36-1-7-3 and I.C. § 36-1-7-9.

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

Section 1. PURPOSE; DELEGATION OF AUTHORITY; CITY RESPONSIBILITIES.

- (A) This purpose of this agreement is to coordinate the establishment of a new railroad quiet zone on the Marion Branch from Washington Street to County Road 42 (“Marion Branch Quiet Zone”), including the construction, maintenance, and funding for necessary railroad crossing improvements at each grade crossing within the Marion Branch Quiet Zone, hereinafter referred to as “the Project.”

- (B) County agrees to the establishment of the Marion Branch Quiet Zone.
- (C) County delegates to City the authority to take all such actions as are required by 49 C.F.R. pt. 222 to establish the new quiet zone, specifically the implementation and maintenance of one or more safety measures at the public highway-rail grade crossings at County Road 42 (DOT# 533515K) and the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D).
- (D) City accepts the delegation of authority from County to take all such actions as required by 49 C.F.R. pt. 222 to establish the Marion Branch Quiet Zone, specifically the implementation and maintenance of one or more safety measures at the public highway-rail grade crossings at County Road 42 (DOT# 533515K) and the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D).
- (E) The public highway-rail grade crossing at County Road 40 (DOT# 533514D) has been permanently closed to highway traffic as a companion project to the construction of the Waterford Mills Parkway overpass. No further railroad crossing improvements will be required at this location.
- (F) The existing crossing at County Road 42 (DOT# 533515K) has one (1) mainline track with one (1) travel lane in each direction. The existing approach pavement and crossing surface is in good condition. The existing crossing has an active warning system consisting of post mounted flashing lights. Due to the quiet zone requirements, City agrees to upgrade the active warning devices to include flashing red lights with gates and constant warning time. In addition to upgrading the active warning devices, 100 feet of channelization devices will be added to both approaches while the pavement markings and signage will be updated to meet MUTCD requirements within a quiet zone. The existing crossing and proposed safety measures to be installed are depicted in Exhibit A. City agrees to meet the Federal Railroad Administration's expectations for construction and completion of the improvements at the public highway-rail grade crossing at County Road 42.
- (G) City agrees to maintain the improvements and safety measures at the public highway-rail grade crossing at County Road 42 (DOT# 533515K) and the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D) as long as the quiet zone exists.

Section 2. DURATION.

- (A) This agreement shall be effective upon its execution by the parties and continue for a period of four (4) years. This this agreement shall automatically renew for additional four-year periods, unless one party gives the other party 90 days' written notice of its intent to terminate the agreement prior to expiration of each four (4) year term.
- (B) This agreement shall automatically terminate if the quiet zone established as part of the Project ceases to exist.
- (C) This agreement shall automatically terminate upon the effective date of the City's annexation of the real estate that includes the right-of-way that consists of the public highway-rail grade crossing at County Road 42 (DOT# 533515K) and the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D).

Section 3. ADMINISTRATION.

City shall serve as the lead agency for the Project, and assumes and agrees to be responsible for the overall administration of the Project, including:

- (A) Filing application for the establishment of a new quiet zone to the Federal Railroad Administration in accordance with 49 C.F.R. § 222.39(b).
- (B) Providing all required written notifications of the intent to create, and if approved, the establishment of the new quiet zone in accordance with 49 C.F.R. § 222.43.
- (C) Design engineering services for the railroad crossing improvements to be constructed for the Project.
- (D) Bidding the construction of the railroad crossing improvements required for the Project.
- (E) Obtaining all necessary permits and approvals required to construct the railroad crossing improvements required for the Project.
- (F) Administering all contract(s) for the construction of the railroad crossing improvements required for the Project, including inspection services.
- (G) Maintaining all documents, contracts, notices or other records required to be maintained in connection with this Project.
- (H) Providing such other general administrative services as are necessary for the Project.

Section 4. FUNDING.

- (A) City shall provide all funding for the Project. City's Redevelopment Commission agrees to provide all funding required for the establishment of the new quiet zone, including the funding the costs for the implementation of one or more safety measures at each grade crossing within the new quiet zone.
- (B) City's Clerk-Treasurer will receive, disburse and account for all monies received and/or expended in the course of carrying out the obligations as set forth in this agreement.

Section 5. REAL ESTATE AND PERSONAL PROPERTY.

- (A) It is not anticipated that additional real estate will be needed to implement the Project. In the event it is necessary to acquire additional real estate for the Project, City shall fund the acquisition of the real estate and shall dedicate the real estate as public right-of-way.
- (B) As long as the Marion Branch Quiet Zone is in effect, the safety measures at each grade crossing within the quiet zone shall be City's for operation and maintenance. County shall have no duties, liabilities, or obligations to operate and maintain such safety measures while the Marion Branch Quiet Zone is in effect as provided by this agreement. In the event the quiet zone status is withdrawn for all or a portion of the Marion Branch Quiet Zone that includes the public highway-rail grade crossing at County Road 42 (DOT#533515K) and/or the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D), then the safety measures for each respective location shall be operated and maintained by the party with jurisdiction over that portion of the former quiet zone.
- (C) In the event that City annexes the real estate that includes the right-of-way that consists of the public highway-rail grade crossings at County Road 42 (DOT# 533515K) and/or the location of

the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D), then the safety measures for the respective location that is annexed shall be operated and maintained by City upon the effective date of annexation for the respective location.

Section 6. LIMITATIONS OF LIABILITY.

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

Section 7. NON-DISCRIMINATION.

Pursuant to I.C. § 22-9-1-10, the parties to this agreement each agree not to discriminate against any employee or applicant for employment to be employed in the performance of any work under this agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of an individual's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

Section 8. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to I.C. § 22-5-1.7 et seq., the parties to this agreement each agree to enroll in and verify the work eligibility status of all newly hired employees of each respective party through the E-Verify program as defined by I.C. § 22-5-1.7-3; provided, however, the parties are not required to verify the work eligibility status of all newly hired employees after the date of the agreement through the E-Verify Program if the E-Verify Program no longer exists.

Each party to this agreement shall not knowingly employ or contract with an unauthorized alien, or retain an employee or continue to contract with a person that the respective party subsequently learns is an unauthorized alien.

Section 9. ANTI-NEPOTISM.

The parties to this agreement are each aware of the provisions of I.C. § 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with government entities, and agree to comply with such statute.

Section 10. SUPPLEMENTAL DOCUMENTS.

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

Section 11. NOTICE

Any notice required or permitted under this agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail, with proper postage affixed thereto, and which notice shall be effective three (3) days after the date of mailing:

City: City of Goshen, Indiana
 Attention: Gina M. Leichty, Mayor
 202 South Fifth Street
 Goshen, Indiana 46528

with a copy to:

City of Goshen Legal Department
Attention: Bodie Stegelmann, City Attorney
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

County: County of Elkhart, Indiana
 Attention: Jeff Taylor, County Administrator
 117 North Second Street
 Goshen, Indiana 46526

with a copy to:

Craig Buche, Elkhart County Attorney
Yoder, Ainlay, Ulmer & Buckingham, LLP
130 North Main Street
PO Box 575
Goshen, Indiana 46527-0575

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.

Section 12. AMENDMENT.

This agreement may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of an amendment by the parties.

Section 13. 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.

Section 14. INDIANA LAW.

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

Section 15. BINDING EFFECT.

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

Section 16. ENTIRE AGREEMENT.

Except as otherwise expressly provided, this agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.

Section 17. FILING REQUIREMENTS.

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

Section 18. 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 dates set forth below.

[Signature pages follow.]

The Goshen Board of Public Works and Safety of the City of Goshen, Indiana, hereby executes the foregoing Interlocal Agreement on _____, 2024.

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

Gina M. Leichty, Mayor and Member

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Gina M. Leichty, Mayor and Member, Mary Nichols, Member, Orv Myers, Member, Michael A. Landis, Member, and Barb Swartley, Member of the Goshen Board of Public Works and Safety of the City of Goshen, Indiana, and acknowledged the execution of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

The Goshen Redevelopment Commission of the City of Goshen, Indiana, hereby executes the foregoing Interlocal Agreement on _____, 2024.

Goshen Redevelopment Commission
City of Goshen, Indiana

By: _____
Printed: _____
President

By: _____
Printed: _____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared _____, President and _____, Secretary of the Goshen Redevelopment Commission of the City of Goshen, Indiana, and acknowledged the execution of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

APPROVAL

The Goshen Common Council of the City of Goshen, Indiana hereby approves of the foregoing Interlocal Agreement on _____, 2024.

Goshen Common Council
City of Goshen, Indiana

Gina M. Leichthy, Mayor and Presiding Officer

Richard M. Aguirre, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Gina M. Leichthy, Mayor and Presiding Officer, and Richard M. Aguirre, Clerk Treasurer, on behalf of the Goshen Common Council of the City of Goshen, Indiana, and acknowledged the execution of the Approval of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

The Board of Commissioners of the County of Elkhart, on behalf of the County of Elkhart, Indiana, hereby executes the foregoing Interlocal Agreement on _____, 2024.

Board of Commissioners of the County of Elkhart
County of Elkhart, Indiana

Bob Barnes, Commissioner

Bradley D. Rogers, Commissioner

Suzanne Weirick, Commissioner

Attest:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Bob Barnes, Commissioner, Bradley D. Rogers, Commissioner, and Suzanne Weirick, Commissioner of the Board of Commissioners of the County of Elkhart, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, on behalf of the County of Elkhart, Indiana, and acknowledged the execution of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

APPROVAL

The Elkhart County Council of the County of Elkhart, Indiana hereby approves of the foregoing Interlocal Agreement on _____, 2024.

Elkhart County Council
County of Elkhart, Indiana

By: _____
Printed: _____
President

Attest:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

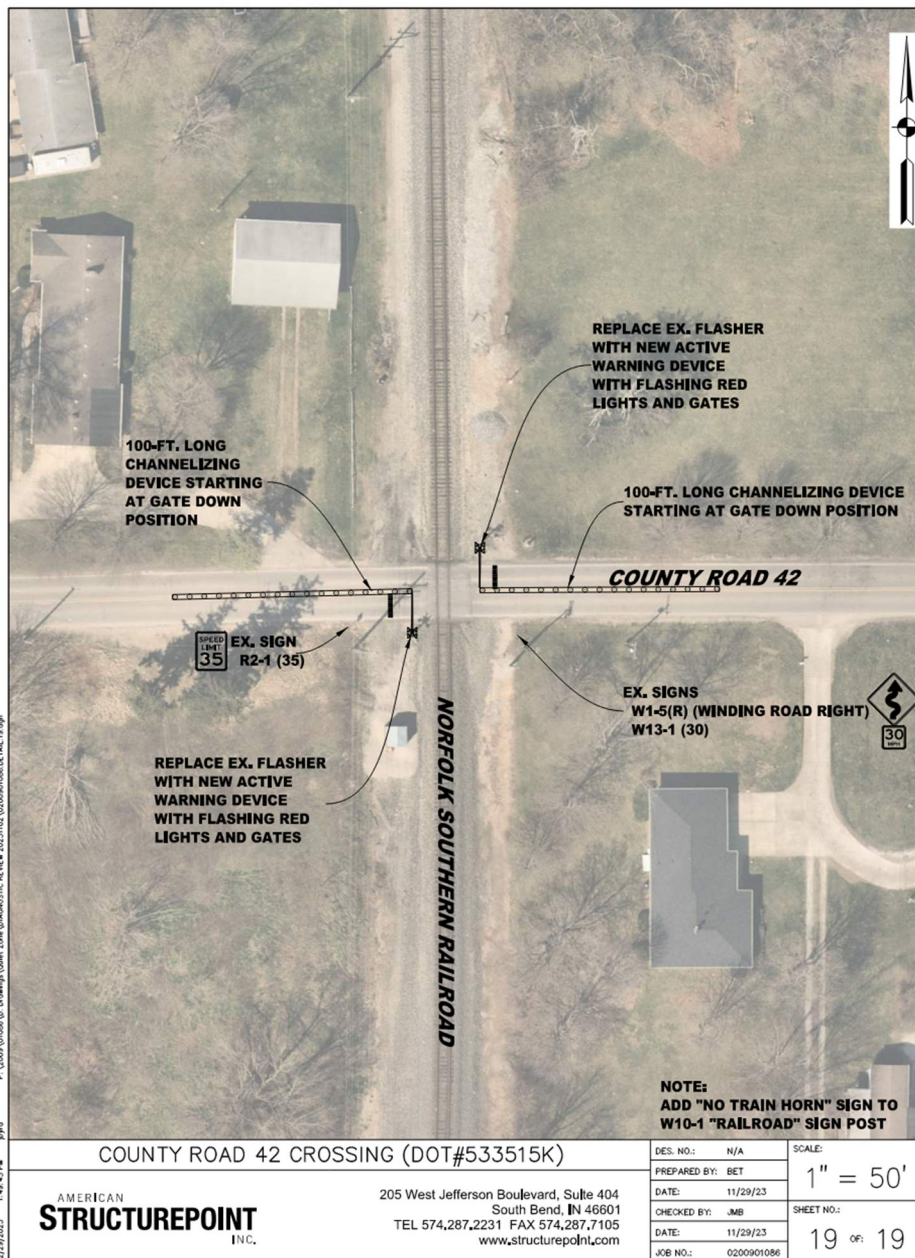
Before me, the undersigned Notary Public, personally appeared _____, President of the Elkhart County Council, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, on behalf of the County of Elkhart, Indiana, and acknowledged the execution of the Approval of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City Attorney, City of Goshen, Indiana, Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Bodie J. Stegelmann).

Exhibit A



COUNTY ROAD 42 CROSSING (DOT#533515K)

AMERICAN
STRUCTUREPOINT
INC.

205 West Jefferson Boulevard, Suite 404
South Bend, IN 46601
TEL 574,287,2231 FAX 574,287,7105
www.structurepoint.com

DES. NO.:	N/A	SCALE:	1" = 50'
PREPARED BY:	BET	SHEET NO.:	19 OF 19
DATE:	11/29/23		
CHECKED BY:	JMB		
DATE:	11/29/23		
JOB NO.:	0200901086		