

**REGULAR MEETING OF THE COMMON COUNCIL OF THE CITY OF GOSHEN,
TO BE HELD MAY 16, 2017 AT 7:00 P.M. AT THE COUNCIL CHAMBERS
111 EAST JEFFERSON STREET, GOSHEN, INDIANA**

.....
**OUT OF RESPECT TO OTHERS IN THIS MEETING, PLEASE TURN CELL PHONES,
BEEPERS AND PAGERS OFF OR TO SILENT MODE. IF A PHONE CONVERSATION
IS NECESSARY, PLEASE STEP OUTSIDE OF THE MEETING ROOM. THANK YOU.**

Call to Order by Mayor Jeremy Stutsman

Pledge of Allegiance

Roll Call of Council: Mr. Ahlersmeyer_____ Ms. Gautsche_____ Ms. King_____
Mr. McKee_____ Mr. Orgill_____ Mr. Scharf_____
Mr. Weddell_____ Youth Advisor Biller_____

Approval of Agenda and Changes to Agenda

Approval of Minutes

Minutes from April 11th & May 2nd

Special Presentation or Recognition Ceremonies

Agenda Items:

1. ORDINANCE 4906

(SECOND READING)

**AN ORDINANCE TO AMEND ORDINANCES 2092, 3504, 4696 AND 4878 OF
THE GREENCROFT GOSHEN PLANNED UNIT DEVELOPMENT (PUD)**

2. ORDINANCE 4908

**(FIRST READING)
(SECOND READING)**

AMEND 2017 SALARY ORDINANCE 4884

PUBLIC HEARING ORDINANCE 4909

3. ORDINANCE 4909

**(FIRST READING)
(SECOND READING)**

ADDITIONAL APPROPRIATIONS

4. RESOLUTION 2017-13

APPROVE LEASE AGREEMENT WILDEN AVENUE REAL ESTATE

PRIVILEGE OF FLOOR

Next Council Meeting: June 6, 2017 (Regular Council Meeting)

ADJOURNMENT OF MEETING



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

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

MEMORANDUM

To: Goshen Common Council

FROM: Rhonda L. Yoder, Planning & Zoning Administrator

DATE: May 2, 2017

RE: Ordinances 4905 & 4906

The Goshen Plan Commission met on April 18, 2017, in regular session and considered a request for a rezoning from Residential R-1 District and Residential R-1PUD (Planned Unit Development) District to Residential R-3PUD (Planned Unit Development) District for an approximate 7.13-acre tract of land along the south side of College Avenue and for an approximate 4.412-acre tract of land along the west side of Dierdorff Road, and a PUD major change to add the areas not currently included in the Greencroft PUD, along with PUD preliminary site plan approval for the new areas and those areas not updated since the last overall PUD site plan was adopted in 1972, with the following outcome:

Certified and sent to the City Council with a favorable recommendation by a vote of 8-0 on April 18, 2017:

Approval is based upon the following, with the following conditions:

1. The rezoning, PUD major change and PUD preliminary site plan are consistent with the overall Greencroft Goshen PUD, including previous approvals for College Avenue medical/professional offices and the PUD site plan adopted in 1972.
2. The approved preliminary site plan is *Preliminary Site Plan: Greencroft Goshen PUD*, dated 03-30-17, prepared by Abonmarche Consultants, Inc., subject to any required changes.
3. Right of way dedication of 40' from the centerline west is required along Dierdorff Road, and shall be accepted by the City and recorded prior to the first zoning clearance form being signed for any development in the overall undeveloped area adjacent to Dierdorff Road.
4. Right of way dedication is required along the south side of College Avenue to achieve the 80' minimum total right of way required for an arterial street, and shall be accepted by the City and recorded prior to the first zoning clearance form being signed for any development in the area adjacent to College Avenue.
5. Access shall be from Greencroft Blvd and Greencroft Parkway, with no more than one additional direct access permitted to Dierdorff Road, for the proposed RV park only, with final approval required by Goshen Engineering and reviewed with the applicable PUD final site plan.
6. Buildings along College Avenue and Dierdorff Road shall be designed at the setback, with parking behind the building, to facilitate internal access. A building/parking/driving aisle setback of 30' is permitted along College Avenue, measured from the new right of way.
7. Sidewalks, built to City specifications, shall be provided along all public streets, 8' in width along Dierdorff Road and matching the existing width along College Avenue.
8. Provisions for pedestrian access shall be provided within the PUD.
9. Greencroft PUD uses will continue to include permitted R-3 uses, R-3 conditional uses meeting conditional use requirements, and non-residential uses not exceeding 20% of the total PUD land area, with the following specific non-residential uses permitted:
 - Barber & beauty shops
 - Drug stores & pharmacies
 - Branch libraries

- Offices (all listed types)
 - Community centers
10. The Greencroft PUD is permitted one RV park (campground), not exceeding two acres in area, which shall be private, to serve visitors of Greencroft residents, and potential Greencroft residents, for short-term use only, with connection to City water and sewer.
 11. Outside display and outside storage, as defined by the Zoning Ordinance, are prohibited within the Greencroft PUD.
 12. Each non-residential building is permitted one monument sign, not exceeding 36 square feet in area and 8' in height, with external illumination but no internal illumination. Monument signs shall meet location and landscaping requirements of the Zoning Ordinance.
 13. Non-residential buildings shall have no wall sign of any type, except one, non-illuminated, flush mounted wall sign, not exceeding 20 square feet in area, located at an entrance to a building.
 14. Signs are permitted along private streets within the PUD for identification and direction without review, including one campus map sign at the Greencroft Parkway entrance.
 15. A PUD final site plan, including landscaping, shall be reviewed and approved prior to a zoning clearance/building permit being issued.
 16. Site plan approval by Goshen City Engineering is required for site drainage, post construction, site utilities and right-of-way access, as applicable, before a zoning clearance/building permit is issued.
 17. The Goshen Fire Department shall approve the plan for fire protection (including hydrant placement and access) as part of the PUD final site plan review/approval.

Ordinance 4906

An Ordinance to Amend Ordinances 2092, 3504, 4696 and 4878 of the Greencroft Goshen Planned Unit Development (PUD)

Whereas Greencroft Goshen submitted an application on the 30th day of March 2017 to approve a PUD major change and a PUD preliminary site plan, and the Goshen City Plan Commission did after proper legal notice conduct a public hearing on said Petition as provided by the Law on the 18th day of April 2017 and recommended the adoption of this Ordinance.

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

Ordinances 2092, 3504, 4696 and 4878 be amended as follows:

1. In addition to requirements established in Ordinances 2092, 3504, 4696 and 4878, additional requirements are established by this Ordinance.
2. That the Goshen Plan Commission did after a public hearing determine the amendment to be a Major Change.
3. The major change is approved to incorporate additional land into the Greencroft PUD as described in Ordinance 4905, and to approve a PUD preliminary site plan to update the 1972 PUD site plan.
4. The major change and PUD preliminary site plan are consistent with the overall Greencroft Goshen PUD, including previous approvals for College Avenue medical/professional offices and the PUD site plan adopted in 1972.
5. The approved preliminary site plan is *Preliminary Site Plan: Greencroft Goshen PUD*, dated 03-30-17, prepared by Abonmarche Consultants, Inc., subject to any required changes.
6. Right of way dedication of 40' from the centerline west is required along Dierdorff Road, and shall be accepted by the City and recorded prior to the first zoning clearance form being signed for any development in the overall undeveloped area adjacent to Dierdorff Road.
7. Right of way dedication is required along the south side of College Avenue to achieve the 80' minimum total right of way required for an arterial street, and shall be accepted by the City and recorded prior to the first zoning clearance form being signed for any development in the area adjacent to College Avenue.
8. Access shall be from Greencroft Blvd and Greencroft Parkway, with no more than one additional direct access permitted to Dierdorff Road, for the proposed RV park only, with final approval required by Goshen Engineering and reviewed with the applicable PUD final site plan.
9. Buildings along College Avenue and Dierdorff Road shall be designed at the setback, with parking behind the building, to facilitate internal access. A building/parking/driving aisle setback of 30' is permitted along College Avenue, measured from the new right of way.
10. Sidewalks, built to City specifications, shall be provided along all public streets, 8' in width along Dierdorff Road and matching the existing width along College Avenue.
11. Provisions for pedestrian access shall be provided within the PUD.
12. Greencroft PUD uses will continue to include permitted R-3 uses, R-3 conditional uses meeting conditional use requirements, and non-residential uses not exceeding 20% of the total PUD land area, with the following specific non-residential uses permitted:
 - Barber & beauty shops
 - Drug stores & pharmacies
 - Branch libraries
 - Offices (all listed types)
 - Community centers
13. The Greencroft PUD is permitted one RV park (campground), not exceeding two acres in area, which shall be private, to serve visitors of Greencroft residents, and potential Greencroft residents, for short-term use only, with connection to City water and sewer.
14. Outside display and outside storage, as defined by the Zoning Ordinance, are prohibited within the Greencroft PUD.

15. Each non-residential building is permitted one monument sign, not exceeding 36 square feet in area and 8' in height, with external illumination but no internal illumination. Monument signs shall meet location and landscaping requirements of the Zoning Ordinance.
16. Non-residential buildings shall have no wall sign of any type, except one, non-illuminated, flush mounted wall sign, not exceeding 20 square feet in area, located at an entrance to a building.
17. Signs are permitted along private streets within the PUD for identification and direction without review, including one campus map sign at the Greencroft Parkway entrance.
18. A PUD final site plan, including landscaping, shall be reviewed and approved prior to a zoning clearance/building permit being issued.
19. Site plan approval by Goshen City Engineering is required for site drainage, post construction, site utilities and right-of-way access, as applicable, before a zoning clearance/building permit is issued.
20. The Goshen Fire Department shall approve the plan for fire protection (including hydrant placement and access) as part of the PUD final site plan review/approval.

PASSED by the Common Council of the City of Goshen on _____, 2017.

 Presiding Officer

Attest:

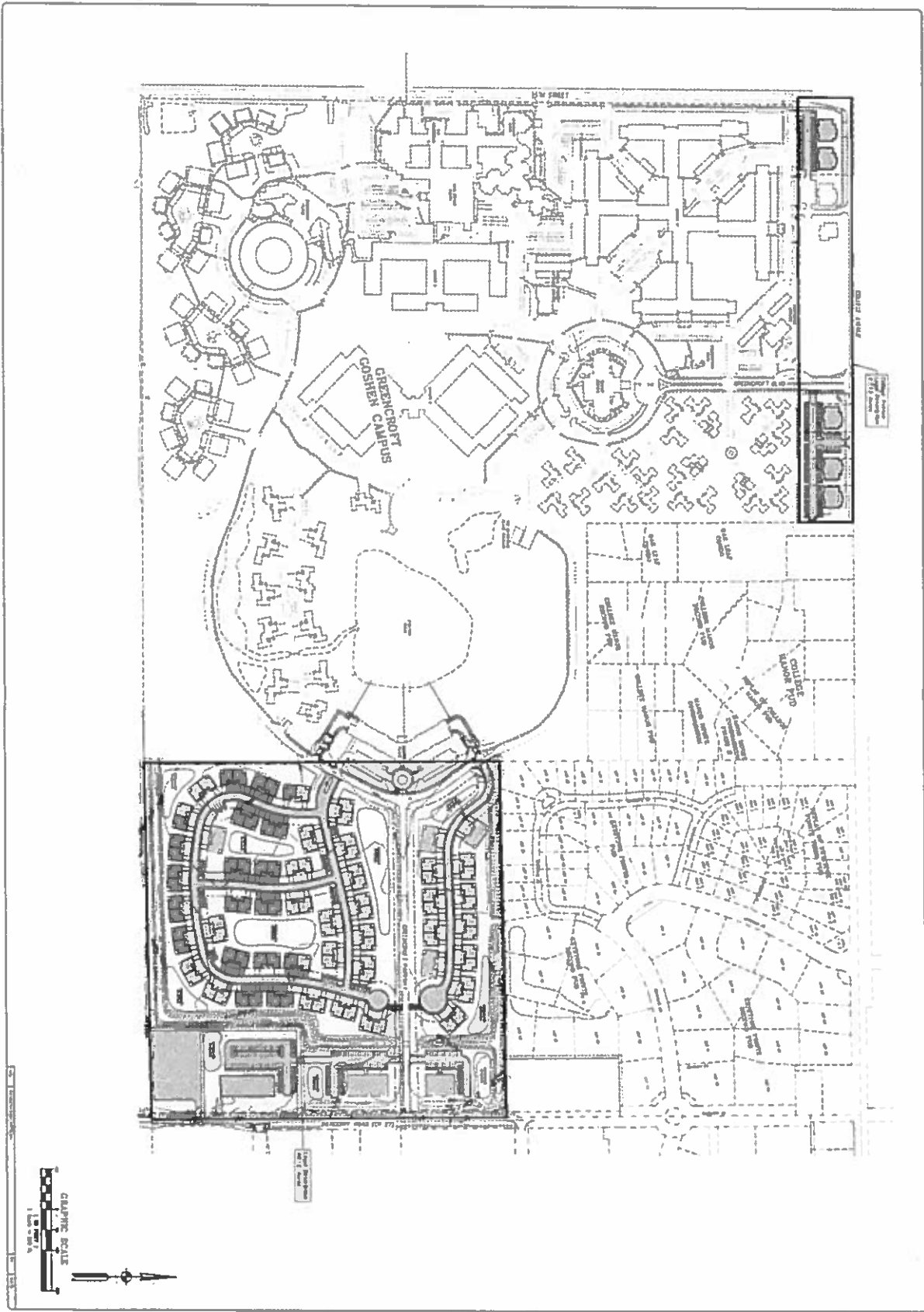
 Angie McKee, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2017 at _____ a.m./p.m.

 Angie McKee, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on _____, 2017.

 Jeremy P. Stutsman, Mayor



GRAPHIC SCALE
 1" = 100' 0"

NO. 1	PROPOSED
NO. 2	EXISTING
NO. 3	ADJACENT PROPERTY
NO. 4	ADJACENT PROPERTY
NO. 5	ADJACENT PROPERTY
NO. 6	ADJACENT PROPERTY
NO. 7	ADJACENT PROPERTY
NO. 8	ADJACENT PROPERTY
NO. 9	ADJACENT PROPERTY
NO. 10	ADJACENT PROPERTY
NO. 11	ADJACENT PROPERTY
NO. 12	ADJACENT PROPERTY
NO. 13	ADJACENT PROPERTY
NO. 14	ADJACENT PROPERTY
NO. 15	ADJACENT PROPERTY
NO. 16	ADJACENT PROPERTY
NO. 17	ADJACENT PROPERTY
NO. 18	ADJACENT PROPERTY
NO. 19	ADJACENT PROPERTY
NO. 20	ADJACENT PROPERTY

PRELIMINARY SITE PLAN

GREENCROFT GOSHEN PUD

ABONMACHE

High Quality Residential	Office Space	High Quality Commercial
Medium Density Residential	Industrial/Manufacturing	Medium Density Commercial
Low Density Residential	Warehouse/Distribution	Low Density Commercial
Public Space	Community Center	Public Space
Public Space	Public Space	Public Space

To: Goshen City Plan Commission/Goshen Common Council
From: Rhonda L. Yoder, Planning & Zoning Administrator
Subject: 17-02R & 17-03MA, Rezoning, PUD Major Change & PUD Preliminary Site Plan Greencroft Goshen
Date: April 18, 2017

ANALYSIS

Greencroft Goshen and Abonmarche Consultants, Inc., request a rezoning from Residential R-1 District and Residential R-1PUD (Planned Unit Development) District to Residential R-3PUD (Planned Unit Development) District for an approximate 7.13-acre tract of land along the south side of College Avenue and for an approximate 4.412-acre tract of land along the west side of Dierdorff Road. A PUD major change is requested to add the areas not currently included in the Greencroft PUD, along with PUD preliminary site plan approval for the new areas and those areas not updated since the last overall PUD site plan was adopted in 1972.

The main components of the conceptual plan are:

- Extending existing commercial area along College Avenue to the east side of Greencroft Blvd
- Limited commercial uses along Dierdorff Road, using Greencroft Parkway for access
- Private RV park for visitors of Greencroft residents and potential Greencroft residents along Dierdorff Road with direct access to Dierdorff
- Independent housing on both sides of Greencroft Parkway

The Greencroft Goshen PUD was established in October 1972 by Ordinance 2092, which included a PUD site plan, dated 9-26-72, approved by the Goshen Plan Commission (copy attached). The approved PUD site plan is fairly general, and additional land has subsequently been added to the PUD, including land zoned R-1 along College Avenue that received a series of approvals to permit limited commercial uses.

The current request includes:

- Rezone all R-1 and R-1PUD land along College Avenue to R-3PUD to match the overall PUD
- Rezone land along Dierdorff Road from R-1 to R-3PUD and incorporate into the Greencroft PUD
- PUD major change to add all the rezoned land to the Greencroft PUD
- PUD preliminary site plan approval for areas that were not included in the 1972 PUD site plan

Rezoning: College Avenue-R-1 & R-1PUD to R-3PUD

The area to be rezoned along the south side of College Avenue is currently 12 tax parcels, with a total area of approximately 7.13 acres. All but the four easternmost parcels were granted approval to be used for medical/professional offices through a series of use variances and Ordinance 3504, which added the majority of the land to the Greencroft PUD. The approvals included the following:

- One freestanding sign per building, 20 SF in area, 5' in height and not internally illuminated.
- 5' dedication of right of way required along the south side of College Avenue (not sure if this was done)
- 30' setback allowed along College Avenue
- One access across from S 16th Street, to be reviewed from time to time

The rezoning is intended to standardize the zoning within the Greencroft PUD, so all land is R-3PUD, while still allowing the medical/professional office uses, and incorporating all the land under Greencroft ownership into the PUD.

The right of way along College Avenue requires further evaluation, with dedication of right of way required to achieve the total 80' required for an arterial street. Based on the composite maps, it appears this area of College Avenue generally has 50' of right of way from the centerline north, and 20' of right of way from the centerline south, which would require a dedication of an additional 10' from the centerline south.

Rezoning: Dierdorff Road-R-1 to R-3PUD

The area to be rezoned along the west side of Dierdorff Road is currently two tax parcels, with a total area of approximately 4.412 acres. The rezoning is intended to standardize the zoning within the Greencroft PUD, so all land is R-3PUD, while still allowing limited non-residential uses, with all the land under Greencroft ownership incorporated into the PUD.

A dedication of right of way of 40' from the centerline west is required along Dierdorff Road, to meet the requirement for an arterial street.

Major Change to Greencroft PUD

The PUD major change will incorporate all rezoned land into the Greencroft PUD and, along with the 35.715-acre tract of land on the west side of Dierdorff that was previously zoned R-3PUD, but not included in the 1972 PUD site plan, will establish uses, address vehicular and pedestrian access, and establish standards for signs. A narrative submitted with the application (copy attached) outlines the request, and proposes allowed uses, plans for an RV park, access and signs.

According to Goshen Zoning Ordinance Section 4250.9, major changes include changes of use, an increase in the intensity of use, and impacts to traffic and public utilities, which are characteristics of the current request.

In a PUD, uses permitted in the underlying zoning district are permitted, and in residential districts commercial and institutional uses are permitted that serve the PUD. Conditional uses may also be permitted, following the conditional use requirements. When Ordinance 2092 was adopted in 1972, discussion included reference to Greencroft's intention that no more than 20% of the PUD would be used for non-residential purposes, but this provision was not included in Ordinance 2092. It would be helpful to include this type of provision in the current PUD change, to facilitate future review.

The majority of the new PUD area will be used for independent housing, with access from Greencroft Parkway, and additional private streets. Streets within the Greencroft PUD are private, and new streets will remain private.

Proposed uses not permitted outright in the R-3 District include:

- Barber & beauty shops
- Drug stores & pharmacies
- Branch libraries
- Child care homes/centers
- Offices (all listed types)
- Community centers
- RV park

Several proposed uses are already permitted in the R-3, such as fire stations and bed & breakfasts, and therefore do not need to be specifically addressed.

The proposed major change is consistent with the overall Greencroft Goshen PUD, as adopted in 1972, and with approvals that were granted for medical/professional offices along College Avenue.

PUD Preliminary Site Plan Approval

As part of the major change application, preliminary site plan approval is also requested. PUD preliminary site plan approval is for the general, conceptual plan, with final PUD site plan approval required before a zoning clearance/building permit is issued.

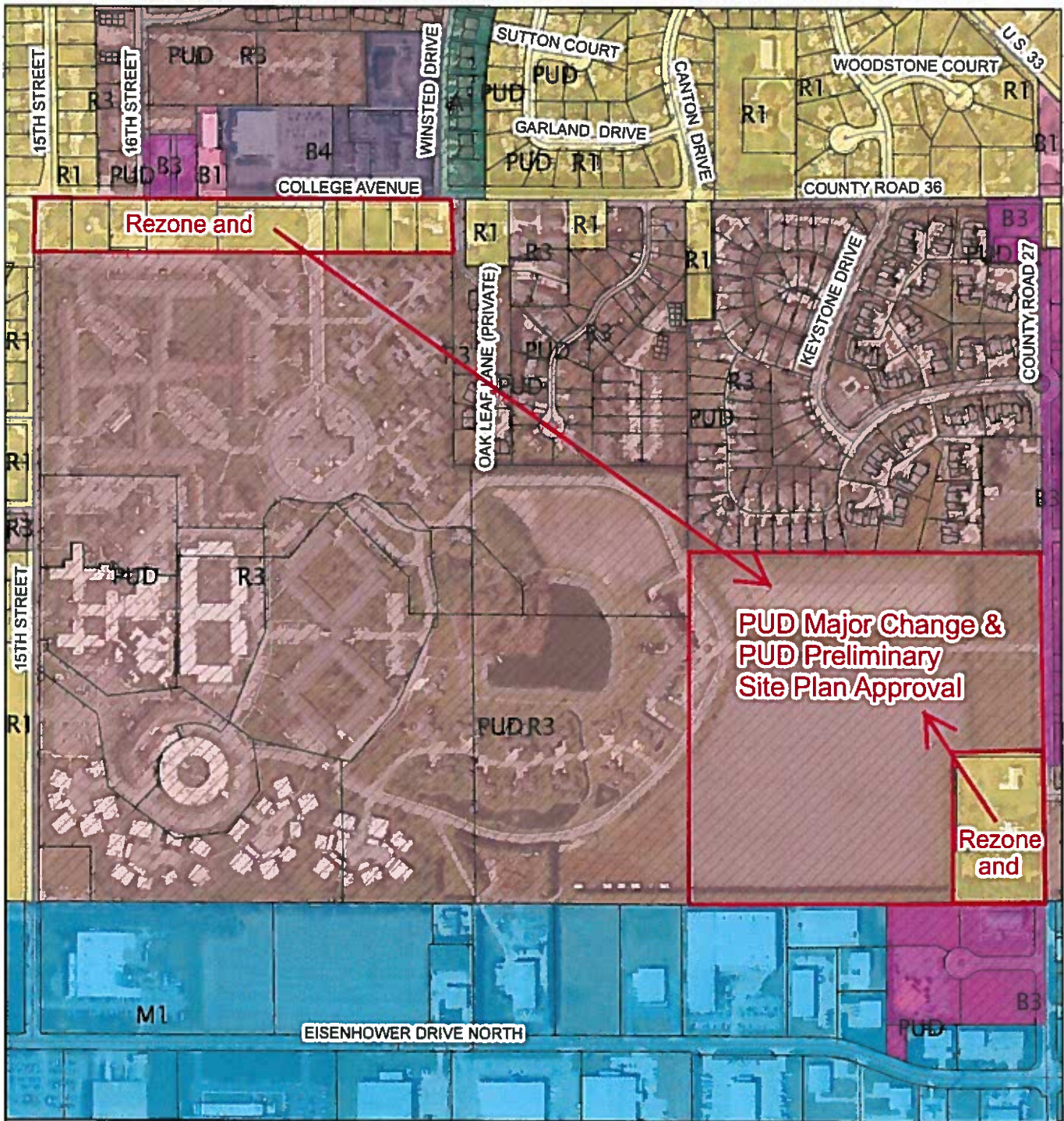
Based on the conceptual site plan submitted, the underlying R-3 developmental requirements will be met.

RECOMMENDATIONS

Staff recommends the Plan Commission forward a favorable recommendation to the Goshen Common Council, and the Goshen Common Council approve the rezoning, PUD major change, and PUD preliminary site plan, based upon the following and with the following conditions:

1. The rezoning, PUD major change and PUD preliminary site plan are consistent with the overall Greencroft Goshen PUD, including previous approvals for College Avenue medical/professional offices and the PUD site plan adopted in 1972.
2. The approved preliminary site plan is *Preliminary Site Plan: Greencroft Goshen PUD*, dated 03-30-17, prepared by Abonmarche Consultants, Inc., subject to any required changes.

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7. Sidewalks, built to City specifications, shall be provided along all public streets, 8' in width along Dierdorff Road and matching the existing width along College Avenue.
8. Provisions for pedestrian access shall be provided within the PUD.
9. Greencroft PUD uses will continue to include permitted R-3 uses, R-3 conditional uses meeting conditional use requirements, and non-residential uses not exceeding 20% of the total PUD land area, with the following specific non-residential uses permitted:
 - Barber & beauty shops
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 - Branch libraries
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10. The Greencroft PUD is permitted one RV park (campground), not exceeding two acres in area, which shall be private, to serve visitors of Greencroft residents, and potential Greencroft residents, with connection to City water and sewer.
11. Outside display and outside storage, as defined by the Zoning Ordinance, are prohibited within the Greencroft PUD.
12. Each non-residential building is permitted one monument sign, not exceeding 36 square feet in area and 8' in height, with external illumination but no internal illumination. Monument signs shall meet location and landscaping requirements of the Zoning Ordinance.
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15. A PUD final site plan, including landscaping, shall be reviewed and approved prior to a zoning clearance/building permit being issued.
16. Site plan approval by Goshen City Engineering is required for site drainage, post construction, site utilities and right-of-way access, as applicable, before a zoning clearance/building permit is issued.
17. The Goshen Fire Department shall approve the plan for fire protection (including hydrant placement and access) as part of the PUD final site plan review/approval.



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



Feet

0 135 270 540



1 inch = 530 feet

Greencroft PUD

Printed
April 4, 2017

The City of Goshen
Department of
Planning & Zoning

204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626

GREENCROFT GOSHEN PLANNED UNIT DEVELOPMENT "PUD" NARRATIVE

March 29, 2017

Request

- PUD Major Change to allow for mixed residential and commercial uses on the eastern 40± acres fronting Dierdorff Road.
- Rezoning of 2055 Dierdorff Road and the adjacent 1.8± acres to the south from "R-1" to "R-3" PUD with commercial uses.
- Rezoning of the College Avenue parcels from "R-1" and "R-1" PUD to "R-3" PUD with commercial uses.
- Incorporate the enclosed PUD Preliminary Site Plan.

Allowed Uses

- Barber and Beauty Shops
- Drug Stores and Pharmacies
- Fire Stations
- Library, Branch
- Offices, Business
- Offices, Chiropractor
- Offices, Financial
- Offices, Governmental
- Offices, Medical
- Offices, Organizational (Civic, Social, Service, Fraternal, Business, Labor, Professional, and Religious)
- Offices, Professional
- Offices, Real Estate
- Community Center
- Child Care Homes
- Boarding House (Bed and Breakfast)
- RV Park (see below)

RV Park

An RV Park for visitors of Greencroft residents and the Greencroft Corporation shall be allowed adjacent to Dierdorff Road. The maximum area allowed for the RV Park shall be 2 acres. Municipal sanitary sewer and water service shall be provided by Greencroft for use by the RV units.

Site Access

- A new drive entrance shall be provided onto College Avenue between Greencroft Boulevard and Winsted Drive. The final location shall be approved by the Engineering Department at the time of redevelopment.
- The proposed RV Park shall have a new separate drive entrance onto Dierdorff Road. The final location shall be approved by the Engineering Department at the time of development of the RV Park.

Pedestrian Access

Pedestrian access shall be provided within the campus with interconnectivity between buildings.

Freestanding Signs

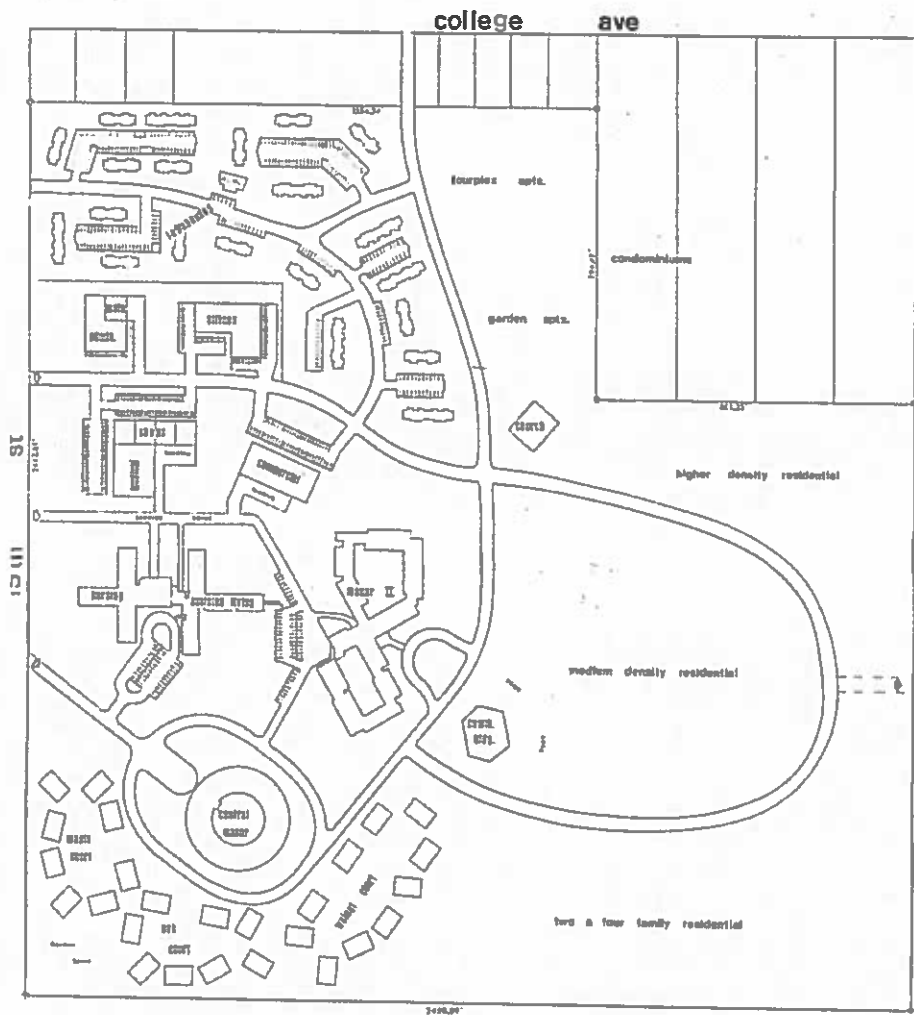
- 1 freestanding monument sign per building and each townhome court allowed.
- Maximum area of 36 square feet not including sign base. When measuring area, the area of only one face of a double-face freestanding sign shall be counted.
- Maximum height of eight (8) feet.
- Sign may have ground lighting, but not illuminated internally.
- No building signage on front of building facing the street.

Directional Signs

- 1 campus map directional sign at the entrance on Dierdorff Road is allowed.
- Campus sign may be illuminated to help provide direction at all times.
- Internal directional signs are allowed to help direct traffic and identify townhome courts areas.

Other Development Standards

All other development standards shall follow the City of Goshen zoning ordinance.



SPECIAL RESIDENTIAL DISTRICT

Greencroft Villa
goshen, indiana

This block contains the orientation and legend for the site plan. It includes a north arrow pointing upwards, a scale bar, and a legend with several symbols representing different building types and features. Below the legend, the text "D-18-72" is visible.

ORDINANCE 4908

Amend 2017 Salary Ordinance 4884

WHEREAS Ordinance 4884 approves the 2017 maximum annual compensation for the employees of the Civil City of Goshen, City of Goshen Water and Sewer Utilities, and City of Goshen Stormwater Utility;

WHEREAS the Council passed Ordinance 4627 in 2011 to upgrade the First Deputy position in the Clerk-Treasurer's Office to a grade 13 as the position was assuming additional duties and responsibilities within the Water and Sewer Utilities Billing Office. The share of costs for compensation and benefits was paid 80% by Civil City and 20% by Water & Sewer Utilities;

WHEREAS due to reorganization within both the Clerk-Treasurer's Office and the Water and Sewer Utilities Billing Office, the First Deputy position is no longer assuming duties and responsibilities within the Water and Sewer Utilities Billing Office; and

WHEREAS City Administration would like to create a new Attorney position within the Legal Department.

NOW, THEREFORE, BE IT ORDAINED by the Goshen Common Council that Ordinance 4884, shall be amended as follows:

(1) The grade of the First Deputy position under the Clerk-Treasurer's Office shall be changed to a grade 12 in EXHIBIT A, 2017 Positions, Classifications and Grades. The compensation and benefits of the First Deputy position shall be paid entirely by Civil City. The classification of the First Deputy shall remain Non-Covered, Eligible (Salary).

(2) The position title of the current Assistant City Attorney position under the Legal Department shall be changed to Planning and Zoning Attorney in Section 6, Health Insurance; Section 11, Increment Pay, paragraph (e)(1); Section 12, Longevity Bonus, paragraph (a); EXHIBIT A, 2017 Positions, Classifications and Grades; and Exhibit D, 2017 Wage Table for Ungraded Positions. The classification of the Planning and Zoning Attorney shall remain Non-Covered, Ineligible (Salary), ungraded, and receive a salary of \$276.26 bi-weekly.

(3) A new Assistant City Attorney position shall be created under the Legal Department in EXHIBIT A, 2017 Positions, Classifications and Grades. The classification of the new Assistant City Attorney position shall be Covered, Exempt (Salary), and be a grade 29.

PASSED by the Goshen Common Council on May 16, 2017.

Jeremy P. Stutsman, Presiding Officer

Attest:

Angie McKee, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on May ____, 2017 at ____ a.m./p.m.

Angie McKee, Clerk-Treasurer

APPROVED and ADOPTED on May ____, 2017.

Jeremy P. Stutsman, Mayor

CITY OF GOSHEN, INDIANA

POSITION DESCRIPTION

Department: Legal

Position: Assistant City Attorney

Job Category: PAT (Professional, Administrative, Technological)

Scheduling: 40 - 50 Hours per week

FLSA Status: Exempt (Salary)

Date of Announcement:

Application Deadline: Until position is filled

Working under the supervision of the City Attorney, the individual is responsible for providing the City of Goshen with legal representation and legal counsel in all matters affecting the City of Goshen.

Essential Duties and Responsibilities:

The following duties are not to be construed as exclusive or all-inclusive.

- Provides legal advice to the Mayor, City Council, committees, commissions and staff through direct consultation and written legal opinions; may attend meetings to provide legal direction and advice.
- Prepare documents to establish or modify economic development areas.
- Prepare documents for the annexation of real estate into the City.
- Prepares and reviews ordinances, regulations, contracts and other legal documents; ensures compliance with local, state and federal laws.
- Studies, organizes, interprets and applies laws, court decisions, ordinances and other sources in advising officials of the City in legal matters.
- Advises on legal aspects associated with Human Resources, Labor Relations, Risk Management, Federal Labor Standards issues.
- Attends meetings and gives advice on legal questions that arise including advice as to alternative legal and administrative approaches to solve matters that come before the City of Goshen.
- Exercises initiative and independent judgement.
- Must have knowledge of legal principles and their application to Indiana Code, municipal ordinances and constitutional law, the organization, powers and limitations of governmental functions and officials with particular emphasis on municipalities.
- Represents City departments and agencies before the Common Council and various Boards and Commissions.
- Negotiates land acquisitions and sales including easements and rights of way and prepares documents related to such real estate transactions.
- Provide updates to developments on legislation relevant to the City.
- Prepares development agreements.
- Prepares requests for proposals and bids to buy or sell real estate and personal property.
- Participates in employee discipline hearings.
- Enforce unsafe and vacant housing ordinances.
- Performs other related duties as assigned.

Minimum Training, Education and Experience Required:

- Juris Doctorate degree from an accredited law school and license to practice law in Indiana.
- Three (3) years of experience as a practicing attorney preferred.

Minimum Physical and Mental Abilities Required:

- Ability to exert physical effort in sedentary to light work involving routine stooping, kneeling, crouching, and reaching.
- Ability to sit a desk for long periods of time.
- Ability to operate a variety of office equipment.

Supervisory Responsibility:

- This job has no supervisory responsibilities.

Language Ability and Interpersonal Communication:

- Ability to read, analyze and interpret complex documents.
- Ability to respond effectively to the most sensitive inquiries or complaints.
- Ability to make effective and persuasive presentations to public officials and public groups.
- Ability to analyze and interpret applicable codes, laws, ordinances and statutes.
- Ability to obtain information through interviews; deal fairly and courteously with the public; handle multiple assignments; and work effectively with interruption.
- Ability to work with various cultural and ethnic groups in a tactful and effective manner.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to communicate effectively with Mayor, City Attorney, Department Heads, special interest groups, City Council members, other city employees and the general public verbally and in writing.

Environmental Adaptability:

- Ability to work effectively in an office environment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Rate of Pay:

- Grade 29 - \$70,000 Annual Salary

Work Hours:

- Monday - Friday, 8:00 a.m. - 5:00 p.m. - Generally (Some evening hours)

Applications available in Human Resources, 204 E. Jefferson St., Goshen or online at www.goshenindiana.org. Click Job Opportunities.

The City of Goshen provides equal employment opportunities to all employees and applicants for employment. EOE/Drug Free/Smoke Free

ORDINANCE 4909

ADDITIONAL APPROPRIATION ORDINANCE

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget; now therefore:

SECTION 1: Be it ordained by the Common Council of the City of Goshen, Elkhart County, Indiana, that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out the funds named and for the purposes specified, subject to the laws governing the same:

ECONOMIC DEVELOPMENT INCOME TAX FUND

Engineering

Contractual Services.....\$667.66

PASSED AND ADOPTED, this 16th day of May, 2017, by the Common Council of the City of Goshen, Indiana.

Presiding Officer

ATTEST: _____
Angie McKee, Clerk-Treasurer

Presented by me to the Mayor of the City of Goshen, Indiana, on the ____ day of May 2017.

Angie McKee, Clerk-Treasurer

This Ordinance approved and signed by me on the ____ day of May 2017.

Jeremy Stutsman, Mayor



**Engineering Department
CITY OF GOSHEN**

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

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

April 24, 2017

The City of Goshen Common Council

Dear Council Members:

The Goshen Engineering Department asks that \$667.66 paid by DLZ Indiana, LLC for the overpayment made to INDOT for the Monroe Street Bike Path project be appropriated back into the EDIT Contract Services line (218-560-00-431.0501). These funds will be used for other City projects.

Total - \$667.66

Thank you,

A handwritten signature in black ink that reads "Dustin K. Sailor".

Dustin Sailor, P.E., CPESC
Director of Public Works

Notice to Taxpayers of Proposed Additional Appropriations

Notice is hereby given to the taxpayers of the City of Goshen, Elkhart County, Indiana, that the proper Legal Officers of the City of Goshen at their regular meeting place at 111 East Jefferson St., Goshen, at 7:00PM on the 16th day of May 2017 will consider the following additional appropriations in excess of the budget for the current year.

ECONOMIC DEVELOPMENT INCOME TAX FUND

Engineering

Contractual Services.....\$667.66

Taxpayers appearing at the meeting shall have a right to be heard. The additional appropriations as finally made will be referred to the State Board of Tax Commissioners. The Board will make a written determination as to the sufficiency of funds to support the appropriations made within fifteen (15) days of receipt of a Certified Copy of the action taken.

RESOLUTION 2017-13

Approve Lease for Wilden Avenue Real Estate

WHEREAS the City of Goshen owns real estate at 1000 West Wilden Avenue, some of which consists of vacant land.

WHEREAS the Goshen Board of Public Works and Safety received sealed bids on May 1, 2017 to lease a portion of the real estate located at 1000 West Wilden Avenue consisting of an unimproved area of approximately 54,400 square feet (160' by 340') located on the west side of North Indiana Avenue (hereinafter referred to as "Wilden Avenue Real Estate").

WHEREAS the City and Solscient Energy, LLC have negotiated a lease agreement for the Wilden Avenue Real Estate, a copy of which is attached to this resolution.

WHEREAS IC 36-1-11-10(f) requires the Common Council to approve the lease if the term of the lease is longer than three (3) years.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the lease between the City of Goshen and Solscient Energy, LLC for the Wilden Avenue Real Estate in substantially the same form as attached to and made a part of this resolution.

PASSED by the Goshen Common Council on _____, 2017.

Presiding Officer

Attest:

Angie McKee, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2017 at _____
a.m./p.m.

Angie McKee, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2017.

Jeremy P. Stutsman, Mayor

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into on _____, 2017, by and between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Board of Public Works and Safety, hereinafter collectively referred to as “City” and **Solscient Energy, LLC**, hereinafter referred to as “Solscient.”

WHEREAS City sought bids for the lease of a portion of the real estate located at 1000 West Wilden Avenue, Goshen, Indiana (hereinafter referred to as the “Wilden Avenue Real Estate”).

WHEREAS Solscient’s proposal to lease the Wilden Avenue Real Estate for a solar energy generation system is an appropriate use of the Wilden Avenue Real Estate.

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

LEASED PREMISES

City agrees to lease to Solscient and Solscient agrees to lease from City the following real estate located in the City of Goshen, Elkhart Township, Elkhart County, Indiana as depicted on the map set forth below, and more particularly described as follows:

A part of the Southeast Quarter (SE ¼) of Section Five (5), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana, more particularly described as follows:

Beginning at the southeast corner of Section Five (5), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana; thence West on the section line three hundred forty (340) feet; thence North one hundred sixty (160) feet; thence East three hundred forty (340) feet to the east line of the Southeast Quarter (SE ¼) of Section Five (5) and centerline of North Indiana Avenue; thence South one hundred sixty (160) feet along the east line of the Southeast Quarter (SE ¼) of Section Five (5) and centerline of North Indiana Avenue to the point of beginning. Containing 1.24 acres, more or less.

Part of parcel numbers 20-11-05-478-006.000-015 and 20-11-05-478-005.000-015

hereinafter referred to as the “Wilden Avenue Real Estate.”



Wilden Avenue Real Estate

TERM

The term of this lease shall commence on June 1, 2017 and continue for a period of fifteen (15) years ending on May 31, 2032.

LEASE PAYMENTS

1. Solscient agrees to pay City the sum of Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00) upon execution of the lease agreement. In addition, Solscient agrees to pay and City agrees to accept the sum of Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00) per year in advance commencing on June 1, 2018 and the same amount of June 1 of each year through June 1, 2021. The lease payment will be adjusted for inflation on June 1, 2022 and June 1, 2027. The Consumer Price Index for the Chicago Area will be used to establish the rate of inflation or deflation.
2. Lease payments shall be made without notice or demand to City of Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, Indiana 46528, or at such other place as City may from time to time designate in writing.

TAXES AND ASSESSMENTS

1. If City's tax exempt status is removed on the Wilden Avenue Real Estate, Solscient will pay all real estate taxes on the Wilden Avenue Real Estate. Solscient will pay any personal property taxes resulting from the installation of any equipment or any improvements added or installed by Solscient throughout the lease term.
2. Solscient will pay any stormwater user fees on the Wilden Avenue Real Estate.

CONDITION AND USE OF PREMISES

1. City makes no warranty, expressed or implied, that the Wilden Avenue Real Estate is fit for any particular purpose.
2. If required, City and Solscient will jointly petition the Planning Commission for a use variance suitable for Solscient's proposed use of the Wilden Avenue Real Estate.
3. Solscient has examined and knows the condition of the Wilden Avenue Real Estate and is satisfied with the condition of the premises. Solscient taking possession of the Wilden Avenue Real Estate shall be conclusive evidence that the premises was in good and satisfactory condition when Solscient took possession.
4. Solscient shall keep the Wilden Avenue Real Estate in a clean and orderly condition during the term of the lease. City assumes no responsibility for the maintenance of the Wilden Avenue Real Estate.
5. Solscient will allow City reasonable access to any City utilities that may lie under the leased real estate.
6. Solscient agrees to use the Wilden Avenue Real Estate to install a photovoltaic solar energy generation system for the purposes of generating electricity for sale to NIPSCO under NIPSCO's Rate 665 Feed-In-Tariff program.
7. Solscient agrees to use the Wilden Avenue Real Estate in conformity with all applicable laws and regulations of any government entity or public authority, including but not limited to the City's stormwater drainage requirements and all City planning and zoning requirements.
8. Solscient shall use the Wilden Avenue Real Estate in a manner that would not be reasonably offensive to the owners or users of adjoining real estate or would tend to create a nuisance and shall be compatible with the City's adjoining/neighborhood wastewater treatment plant and shall not negatively affect the plant's operations. Further, Solscient's operations shall not cause any environmental contamination to the Wilden Avenue Real Estate.

IMPROVEMENTS TO PREMISES

1. City and Solscient acknowledge that Solscient will need to make certain improvements or alterations to the Wilden Avenue Real Estate to make the premises useful for Solscient's purpose. All improvements will be at Solscient's expense.
2. Solscient will design, engineer, procure equipment and components, construct, own and operate a 322.24kW (DC) ground mounted solar array which will include the following components:
 - a. 1007 solar panels (320Wp), Tier 1 manufacturer
 - b. 7 SMA Sunny Tripower 30kW inverters
 - c. Solar Flex Rack Series 3GL fixed pitch racking system
 - d. Master distribution panel
 - e. Pad mounted 480V – 12.47kVA step-up transformer
 - f. NIPSCO Meter
 - g. Utility accessible AC disconnect switch
 - h. Energy monitoring system with weather station
 - i. Balance of systems components and equipment.

3. Solscient will remove all trees and stumps at their expense that create shading on the Wilden Avenue Real Estate.
4. Solscient will construct an eight foot (8') chain link fence with one wide access gate around the Wilden Avenue Real Estate. The access to the Wilden Avenue Real Estate shall be as agreed upon by City's Engineering and Utilities.
5. Solscient will drive a four inch (4") by six inch (6") steel I-beam or helix anchor posts into the ground for foundations of racking system.
6. Solscient will construct modest trenching for conduit between rows of solar panels to run DC wire.
7. Solscient will pour a concrete pad approximately six feet (6') by eighteen feet (18') to site pad mounted transformer, NIPSCO meter and disconnect switch. String transformers will be pole mounted.
8. Solscient will perform trenching or directional boring to Indiana Avenue for HV lines.
9. Solscient will erect two poles at road for NIPSCO meter and NIPSCO disconnect switch (alternative to Pad Mount).
10. Solscient will seed the area within the fence with low growth fescue.

RISK OF LOSS

Solscient shall assume the risk of loss for all equipment, components, goods or supplies which are located on the Wilden Avenue Real Estate.

INSURANCE

1. Solscient shall furnish the City with a certificate of insurance evidencing general liability insurance coverage in effect at the commencement of any construction by Solscient or upon Solscient's possession of the Wilden Avenue Real Estate, whichever is later. The insurance policy shall remain in full force with policy minimum limits of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in aggregate. Solscient shall specifically include City as an additional insured on the policy.
2. Each certificate shall require that written notice be given to City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

INDEMNIFICATION

Solscient shall indemnify, defend, and hold City harmless from any liability, penalty, loss, damage, costs or other expenses, including reasonable attorney fees, arising from any injury to any person or any damage to property as a result of any accident or occurrence resulting from Solscient's use of the Wilden Avenue Real Estate.

DEFAULTS AND REMEDIES

1. A default will have occurred under this lease agreement if:
 - a. Solscient fails to pay the full amount of any installment of rent on or before the date when it is due;
 - b. Either party fails to observe or perform any provision of this lease;
 - c. Solscient abandons or vacates the Wilden Avenue Real Estate; or
 - d. Solscient declares bankruptcy or if a receiver is appointed for the purpose of allocating Solscient's assets and income for the benefit of Solscient's creditors.

2. If a default has occurred under this lease and such default continues for thirty (30) days after written notice to the defaulting party, the non-defaulting party has the following remedies:
 - a. The right to give the defaulting party notice of the non-defaulting party's termination of this lease as of a date specified in the notice, the date to be not earlier than the date of the notice;
 - b. The right to make any expenditure to cure any defaulting party's breach and to charge such expenditures to the defaulting party;
 - c. The right to collect from the defaulting party by any lawful means:
 - i. Any rent due and unpaid;
 - ii. Any deficiency which results from a breach of the defaulting party;
 - iii. Any money advanced or expenditure made by the non-defaulting party pursuant to this lease; and
 - iv. All of the non-defaulting party's reasonable and necessary attorney fees for enforcing this lease, together with reasonable and necessary out-of-pocket expenses or costs incurred in enforcing this lease.
 - d. The non-defaulting party has the right to accelerate all payments due under this agreement.

TERMINATION

This lease may be terminated before the end of the lease term if City and Solscient agree in writing, approved by the Goshen Board of Public Works and Safety, to terminate the lease agreement.

WAIVER OF BREACH

The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach.

ASSIGNMENT AND SUB LEASE

Solscient may not assign or sub lease any portion of the Wilden Avenue Real Estate without the written consent of City.

MODIFICATION

Any modifications or amendments to the terms and conditions of this agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

NOTICES

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

Notices to the City: City of Goshen, Indiana
 Attention: Legal Department
 204 East Jefferson St., Suite 2
 Goshen, IN 46528

Notices to Solscient: Solscient Energy, LLC
 Attention: Granger Souder
 1510 N. Westwood Avenue
 Toledo, OH 43606

and

 Solscient Energy, LLC
 Attention: Peter Smith, Registered Agent
 1668 E. Kosciusko Drive
 Warsaw, IN 46582

CONFLICT OF INTEREST/NON-COLLUSION

Solscient certifies, under the penalties for perjury, the following:

1. Solscient has not entered into a combination or agreement relative to the price to be bid.
2. Solscient has not taken any action to prevent a person from submitting a bid.
3. Solscient has not induced a person to refrain from submitting a bid.
4. Solscient’s bid was made without reference to any other bid unless specifically so indicated.
5. Solscient not in a situation where Solscient’s private interest would interfere with Solscient’s loyalty or responsibilities to City or raise questions about such interference. Solscient agrees not to accept work, enter into a contract, accept an obligation or engage in any activity, paid or unpaid, that is inconsistent or incompatible with Solscient’s obligations, or the scope of services to be rendered to the City. Solscient warrants that, to the best of Solscient’s knowledge, there is no other contract or duty on Solscient’s part that conflicts with or is inconsistent with the interest of the City.

GOVERNING LAWS

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

In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorney’s fees.

SEVERABILITY

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have set their hands to this Lease Agreement on the dates set forth below.

City:

Jeremy P. Stutsman, Mayor

Date: _____, 2017

Solscient:

By: _____

Printed: _____

Title: _____

By: _____

Printed: _____

Title: _____

Date: _____, 2017

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2017, personally appeared Jeremy P. Stutsman, Mayor of the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the foregoing instrument.

(SEAL)

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

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public, on _____, 2017, personally appeared _____, the _____ of **Solscient Energy, LLC**, and acknowledged the execution of the foregoing instrument.

(SEAL)

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

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public, on _____, 2017, personally appeared _____, the _____ of **Solscient Energy, LLC**, and acknowledged the execution of the foregoing instrument.

(SEAL)

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

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

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