

**REGULAR MEETING OF THE COMMON COUNCIL OF THE CITY OF GOSHEN,
TO BE HELD MARCH 19, 2019 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 ELECTRONIC DEVICES
OFF OR TO SILENT MODE. IF A 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: Councilwoman Gautsche _____ Councilwoman King _____
Councilman McKee _____ Councilman Nisley _____
Councilman Orgill _____ Councilman Scharf _____
Council President Weddell _____
Youth Advisor Perez-Diener _____

Approval of Agenda and Changes to Agenda

Approval of Minutes

March 5th

Special Presentation:

American Water Works Association – Benjamin Eldridge, Superintendent Town of Millersburg & Chad Plummer, Peerless Midwest and Secretary of the Indiana section of AWWA.

Agenda Items:

PRIVILEGE OF FLOOR

PUBLIC HEARING ON ORDINANCE 4993

1. ORDINANCE 4993

(SECOND READING)

ESTABLISH THE ANNUAL TAX RATE FOR THE CITY OF GOSHEN CUMULATIVE BUILDING AND SINKING FUND FOR MUNICIPAL SEWER FUND

PUBLIC HEARING ON ORDINANCE 4994

2. ORDINANCE 4994

(SECOND READING)

ESTABLISH THE ANNUAL TAX RATE FOR THE CITY OF GOSHEN CUMULATIVE CAPITAL DEVELOPMENT FUND

3. ORDINANCE 4995

(SECOND READING)

ORDINANCE AUTHORIZING THE CITY OF GOSHEN, INDIANA TO ISSUE AND FUND ITS "TAXABLE ECONOMIC DEVELOPMENT REVENUE NOTES, SERIES 2019" AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO (GOSHEN THEATER, INC.)

PUBLIC HEARING ON ORDINANCE 4996

4. ORDINANCE 4996

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

ADDITIONAL APPROPRIATION

PUBLIC HEARING ON ORDINANCE 4997

5. ORDINANCE 4997

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

ADDITIONAL APPROPRIATION AND REDUCTION APPROPRIATION

6. RESOLUTION 2019-07

INTERLOCAL AGREEMENT FOR RECONSTRUCTION OF BRIDGE ON COLLEGE AVENUE CROSSING HORN DITCH AND RELOCATION OF UTILITIES

7. RESOLUTION 2019-08

GOSHEN ECONOMIC DEVELOPMENT COMMISSION 2018 ANNUAL REPORT

8. RESOLUTION 2019-09

GOSHEN REDEVELOPMENT AUTHORITY 2018 ANNUAL REPORT

Next Council Meeting: April 8, 2019 at 7:00pm (Please note this is the 2nd Tuesday of April)

ADJOURNMENT OF MEETING

ORDINANCE 4993

Establish the Annual Tax Rate for the City of Goshen Cumulative Building and Sinking Fund for Municipal Sewers

WHEREAS Indiana Code §§ 6-1.1-41-1 et seq. and Indiana Code §§ 36-9-26-1 et seq. authorize a municipality to establish a Cumulative Building and Sinking Fund for Municipal Sewers;

WHEREAS the Goshen Common Council has established a Cumulative Building and Sinking Fund for Municipal Sewers and desires to increase the rate of the tax be levied for the fund in the ensuing year; and

WHEREAS pursuant to notice given, the Common Council conducted a public hearing on March 19, 2019 giving all interested taxpayers the opportunity to be heard on the proposal to establish the annual tax rate for the Cumulative Building and Sinking Fund for Municipal Sewers.

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

Section 1. Fund Continued; Purposes of Fund

- (A) The Cumulative Building and Sinking Fund for Municipal Sewers established by the Goshen Common Council under the provisions of Indiana Code §§ 6-1.1-41-1 et seq. and Indiana Code §§ 36-9-26-1 et seq. is continued.
- (B) The Cumulative Building and Sinking Fund for Municipal Sewers may be used for any or all the purposes specified by Indiana Code § 36-9-26-2(a).

Section 2. Tax Levy

To provide for the Cumulative Building and Sinking Fund for Municipal Sewers, the City of Goshen will levy a tax on all taxable property within the City of Goshen. The tax rate will not exceed Three and Thirty-three hundredths Cents (\$0.0333) on each One Hundred Dollars (\$100) of assessed valuation. The tax will be levied beginning with 2019 taxes payable in 2020 and will continue until reduced or rescinded.

Section 3. Submission to Department of Local Government Finance

The Clerk-Treasurer is instructed to publish a Notice of Adoption pursuant to Indiana Code § 6-1.1-41-3(e) and submit the proposal to establish the annual tax rate for the Cumulative Building and Sinking Fund for Municipal Sewers to the Indiana Department of Local Government Finance for review and approval pursuant to Indiana Code § 6-1.1-41-4.

PASSED by the Goshen Common Council on March 19, 2019.

Presiding Officer

Attest:

Angie McKee, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen at _____ a.m./p.m. on March _____, 2019.

Angie McKee, Clerk-Treasurer

APPROVED and ADOPTED on March _____, 2019.

Jeremy P. Stutsman, Mayor

ORDINANCE 4994

Establish the Annual Tax Rate for the City of Goshen Cumulative Capital Development Fund

WHEREAS Indiana Code §§ 6-1.1-41-1 et seq. and Indiana Code §§ 36-9-15.5-1 et seq. authorize a municipality to establish a Cumulative Capital Development Fund;

WHEREAS the Goshen Common Council has established a Cumulative Capital Development Fund and desires to increase the rate of the tax be levied for the fund in the ensuing year; and

WHEREAS pursuant to notice given, the Common Council conducted a public hearing on March 19, 2019 giving all interested taxpayers the opportunity to be heard on the proposal to establish the annual tax rate for the Cumulative Capital Development Fund.

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

Section 1. Fund Continued; Purposes of Fund

- (A) The Cumulative Capital Development Fund established by the Goshen Common Council under the provisions of Indiana Code §§ 6-1.1-41-1 et seq. and Indiana Code §§ 36-9-15.5-1 et seq. is continued.
- (B) The Cumulative Capital Development Fund may be used for any or all the purposes specified by Indiana Code § 36-9-15.5-2.

Section 2. Tax Levy

To provide for the Cumulative Capital Development Fund, the City of Goshen will levy a tax on all taxable property within the City of Goshen. The tax rate will not exceed Five Cents (\$0.0500) on each One Hundred Dollars (\$100) of assessed valuation. The tax will be levied beginning with 2019 taxes payable in 2020 and will continue until reduced or rescinded.

Section 3. Submission to Department of Local Government Finance

The Clerk-Treasurer is instructed to publish a Notice of Adoption pursuant to Indiana Code § 6-1.1-41-3(e) and submit the proposal to establish the annual tax rate for the Cumulative Capital Development Fund to the Indiana Department of Local Government Finance for review and approval pursuant to Indiana Code § 6-1.1-41-4.

PASSED by the Goshen Common Council on March 19, 2019.

Presiding Officer

Attest:

Angie McKee, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen at _____ a.m./p.m. on March _____, 2019.

Angie McKee, Clerk-Treasurer

APPROVED and ADOPTED on March _____, 2019.

Jeremy P. Stutsman, Mayor

ORDINANCE NO. 4995

ORDINANCE AUTHORIZING THE CITY OF GOSHEN,
INDIANA TO ISSUE AND FUND ITS "TAXABLE ECONOMIC
DEVELOPMENT REVENUE NOTES, SERIES 2019" AND
APPROVING AND AUTHORIZING OTHER ACTIONS IN
RESPECT THERETO

AN ORDINANCE of the Common Council of the City of Goshen, Indiana ("Council") authorizing the issuance and funding of its City of Goshen, Indiana ("City") Taxable Economic Development Revenue Note, Series 2019 ("Series 2019 Note") in an amount not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000) and approving and authorizing other actions in respect thereto.

WHEREAS, Indiana Code 36-7-11.9 and 12 (collectively, the "Act") declares that the financing and refinancing of economic development facilities constitutes a public purpose:

WHEREAS, pursuant to the Act, the City is authorized to make loans for the purpose of financing, reimbursing or refinancing all or a portion of the costs of acquisition, construction, renovation, installation and equipping of economic development facilities in order to foster diversification of economic development and creation or retention of opportunities for gainful employment in or near the City;

WHEREAS, Goshen Theater Inc. ("Borrower") has informed the City that it will be financing the rehabilitation of the Goshen Theater located in the City, together with all necessary appurtenances, related improvements and equipment and incidental expenses in connection therewith ("Project");

WHEREAS, the Project will be located in or physically connected to the Consolidated River Race/US 33 Economic Development Area and Allocation Area (collectively, "Area") as established by the Goshen Redevelopment Commission ("Redevelopment Commission");

WHEREAS, the City Economic Development Commission ("Commission") has rendered its Project Report regarding the issuance and funding of the Series 2019 Note from the City to the Borrower to finance a portion of the Project and the Project Report has been or will be submitted to the Goshen Plan Commission;

WHEREAS, the Commission conducted a public hearing on March 12, 2019 and adopted a resolution and Project Report, which resolution and Project Report have been transmitted hereto, finding that the financing of a portion of the Project complies with the purposes and provisions of IC 36-7-11.9 and -12 and that such financing will be of benefit to the health and welfare of the City and its citizens;

WHEREAS, the Commission has heretofore approved and recommended the adoption of this form of ordinance by this Council, has considered the issue of adverse competitive effect and has approved the forms of and has transmitted for approval by the Council the Loan Agreement between the City and the Borrower (including the form of the Series 2019 Note) and the Trust Agreement between the Issuer and the trustee, to be named in the Trust Agreement;

WHEREAS, pursuant to and in accordance with the Act, the City desires to provide funds necessary to finance and reimburse a portion of the Project by issuing and funding the Series 2019 Note;

WHEREAS, the City intends to issue and fund the Series 2019 Note consistent with the terms of this ordinance and pursuant to the Loan Agreement;

WHEREAS, no member of the Council has any pecuniary interest in any employment, financing agreement or other contract made under the provisions of the Act and related to the Bonds authorized herein, which pecuniary interest has not been fully disclosed to the Council

and no such member has voted on any such matter, all in accordance with the provisions of Indiana Code 36-7-12-16;

WHEREAS, there has been submitted to the Commission for its approval forms of the Trust Agreement, the Series 2019 Note and the Loan Agreement (collectively, the "Financing Documents"), and a form of this proposed ordinance, which were incorporated by reference in the Commission's resolution adopted on March 12, 2019, which resolution has been transmitted to the Council;

WHEREAS, prior to the issuance of the Series 2019 Note, the City Redevelopment Commission will pledge TIF Revenues to the funding of the Series 2019 Note pursuant to the Loan Agreement; and

WHEREAS, based upon the resolution adopted by the Commission pertaining to the Project, the Council hereby finds and determines that the financing and reimbursement approved by the Commission for the Project will be of benefit to the health and general welfare of the citizens of the City, complies with the provisions of the Act and the amount necessary to finance and reimburse a portion of the costs of the Project will require the issuance and delivery of the Series 2019 Note;

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

Section 1. It is hereby found, determined, ratified and confirmed that the financing and reimbursement of the Project, the funding of the Series 2019 Note with TIF Revenues and the loan of the proceeds of the Series 2019 Note to the Borrower complies with the purposes and provisions of IC 36-7-11.9 and -12 (collectively, "Act") and: (i) will result in the diversification of industry, the creation or retention of business opportunities and the

creation or retention of opportunities for gainful employment within the jurisdiction of the City, (ii) will serve a public purpose, and will be of benefit to the health and general welfare of the City, (iii) complies with the purposes and provisions of the Act and it is in the public interest that the City take such lawful actions as determined to be necessary or desirable to encourage the diversification of industry, the creation or retention of business opportunities, and the creation or retention of opportunities for gainful employment within the jurisdiction of the City, and (iv) will not have a material adverse competitive effect on any similar facilities already constructed or operating in or near the City.

Section 2. The substantially final forms of the Financing Documents shall be incorporated herein by reference and shall be inserted in the minutes of the Council and kept on file by the Clerk-Treasurer. In accordance with the provisions of IC 36-1-5-4, two (2) copies of the Financing Documents are on file in the office of the Clerk-Treasurer for public inspection.

Section 3. The City shall fund the Series 2019 Note with TIF Revenues and make the loan to the Borrower in the maximum amount not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000), with a maximum term not to exceed ten (10) years from the date of issuance unless forgiven as provided in the Loan Agreement. The Series 2019 Note shall not accrue interest. The Series 2019 Note is to be repaid from and secured by payments received from the Borrower. The Series 2019 Note shall never constitute a general obligation of, an indebtedness of, or charge against the general credit of the City.

Section 4. The Mayor and the Clerk-Treasurer are authorized and directed to execute the Financing Documents, such other documents approved or authorized herein and any other document which may be necessary, appropriate or desirable to consummate the transactions

contemplated by the Financing Documents and this ordinance, and their execution is hereby confirmed on behalf of the City. The signatures of the Mayor and the Clerk-Treasurer on the Series 2019 Note which may be necessary or desirable to consummate the transactions are hereby authorized, and their execution is hereby confirmed on behalf of the City. The signatures of the Mayor and the Clerk-Treasurer on the Series 2019 Note may be facsimile signatures. The Mayor and the Clerk-Treasurer are authorized to arrange for the delivery of such Series 2019 Note to the Borrower, payment for which will be made in the manner set forth in the respective Financing Documents. The Mayor and the Clerk-Treasurer may, by their execution of the Financing Documents requiring their signatures and imprinting of their facsimile signatures thereon, approve any and all such changes therein and also in those Financing Documents which do not require the signature of the Mayor and the Clerk-Treasurer without further approval of this Council or the Commission if such changes do not affect terms set forth in Sections 27(a)(1) through and including (a)(10) of the Act.

Section 5. The provisions of this ordinance and the Financing Documents shall constitute a contract binding between the City and the Borrower, and after the issuance of the Series 2019 Note, this ordinance shall not be repealed or amended in any respect which would adversely affect the rights of such holder so long as the Series 2019 Note thereon remains unpaid.

Section 6. The Mayor and the Clerk-Treasurer, or any other officer having responsibility with respect to the issuance and the funding of the Series 2019 Note, are authorized and directed, alone or in conjunction with any of the foregoing, or with any other officer, employee, consultant or agent of the City, to deliver a certificate for inclusion in the transcript of proceedings for the Series 2019 Note, setting forth the facts, estimates and

circumstances and reasonable expectations pertaining to the use of the proceeds of the Series 2019 Note as of the funding thereof.

Section 7. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this ordinance, the Financing Documents or under any judgment obtained against the City, including without limitation the Commission or Redevelopment Commission, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the Financing Agreement, shall be had against any member, director, or officer or attorney, as such, past, present, or future, of the City, including without limitation the Commission or Redevelopment Commission, either directly or through the City, or otherwise, for the payment for or to the City of any sum that may remain due and unpaid by the City upon any of such Series 2019 Note. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, director, or officer or attorney, as such, to respond by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for or to the City or any receiver thereof, or for or to any owner or holder of any sum that may remain due and unpaid upon the Series 2019 Note hereby secured shall be expressly waived and released as a condition of and consideration for the execution and delivery of the Financing Documents and the issuance and funding of the Series 2019 Note.

Section 8. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 9. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

Section 10. It is hereby determined that all formal actions of the Council relating to the adoption of this ordinance were taken in one or more open meetings of the Council, that all deliberations of the Council and of its committees, if any, which resulted in formal action, were in meetings open to the public, and that all such meetings were convened, held and conducted in compliance with applicable legal requirements, including Indiana Code 5-14-1.5, as amended.

Section 11. The Mayor and the Clerk-Treasurer and any other officer of the City are hereby authorized and directed, in the name and on behalf of the City, to execute and deliver such further documents and to take such further actions as such person deems necessary or desirable to effect the purposes of this ordinance, and any such documents heretofore executed and delivered and any such actions heretofore taken, be, and hereby are, ratified and approved.

Section 12. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Passed and adopted by the Common Council of the City of Goshen, Indiana this 19th day
of March, 2019.

COMMON COUNCIL OF THE CITY OF
GOSHEN, INDIANA

President

Attest:

Clerk-Treasurer

Presented by me to the Mayor of the City of Goshen, Indiana, on the ____ day of
March, 2019.

Clerk-Treasurer

This ordinance approved and signed by me, the Mayor of the City of Goshen, Indiana, on
the ____ day of March, 2019.

Mayor

ATTEST:

Clerk-Treasurer

ORDINANCE 4996
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:

PS LOIT – FUND 249	
PS LOIT/Equipment FD.....	\$ 48,980.30
 GENERAL – FUND 101	
Fire/Bldg. Materials.....	\$375,000.00

PASSED AND ADOPTED, this 19th day of March 2019, 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 March 2019.

Angie McKee, Clerk-Treasurer

This Ordinance approved and signed by me on the _____ day of March 2019.

Jeremy Stutsman, Mayor



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

February 21, 2019

Friends,

As you are aware last year the City Council, provided GFD an additional appropriation for \$375,000 for our training site development on Caragana Court via Ordinance 4964. The geotechnical studies took some time to occur and our year came to an end before we could get the bidding and a site development cross section information into a document to send to vendors for bids. Currently GFD, with the help of Engineering and Legal are putting the final language together that will finalize our document to be sent to vendors to bid on the project.

Because the additional appropriation went unspent in 2018 it reverted back to the General Fund. After consulting with Mayor Stutsman and with his approval; we are requesting an additional appropriation for \$375,000 for the training site development as was the original intent in 2018. Thank you for your consideration and support of GFD in our mission.

The regional air pack grant we received this year provided new air packs and tanks for each apparatus. It did not provide extra air tanks for us to use in long lasting events that require a firefighter to swap tanks for new air allowing them to remain engaged in the event. Furthermore, following cost comparison research, GFD would like to add telemetry to the air packs. The telemetry provides the Commander vital information regarding each firefighter's air consumption during their work cycle providing greater oversight and an added level of safety in a dangerous and ever changing environment.

The cost for the extra air tanks is \$20,654.88. The cost differential from our research to add telemetry during the manufacturing process is \$28,325.42 versus \$120,328.56 after the fact. The difference for adding telemetry at a later date is because the vendor will have to disassemble each air pack....adding the software and associated technology....reassembling the air pack and then put the air pack through a recertification process.

Following our plan presentation to Mayor Stutsman; with his approval we are requesting an additional appropriation of \$48,980.30 from the PS Loit to provide the needed spare air tanks and the telemetry thereby providing that extra layer of safety for our firefighters.

Our total GFD request for an additional appropriation is \$423,980.30.

Thank you for your consideration and support of GFD in our mission to better serve our community.

Respectfully,

ORDINANCE 4997

ADDITIONAL AND REDUCTION 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:

GENERAL FUND – FUND 101

BD Works/Capital Projects.....\$-50,000

UNSAFE BUILDING FUND – FUND 241

Unsafe Bldg/Bldg Demo Receivership 436.0500.....\$ 50,000

PASSED AND ADOPTED, this 19th day of March 2019, 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 March 2019.

Angie McKee, Clerk-Treasurer

This Ordinance approved and signed by me on the _____ day of March 2019.

Jeremy Stutsman, Mayor

RESOLUTION 2019-07

**Interlocal Agreement
For the Reconstruction of the Bridge on College Avenue Crossing Horn
Ditch and Relocation of Utilities**

WHEREAS the City of Goshen and Elkhart County/ have negotiated an interlocal agreement for the reconstruction of the Bridge on College Avenue crossing Horn Ditch and the relocation of utilities.

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the Interlocal Agreement with Elkhart County for the reconstruction of the bridge on College Avenue crossing Horn Ditch and the relocation of the utilities attached to and made a part of this resolution.

PASSED by the Goshen Common Council on March _____, 2019.

Presiding Officer

Attest:

Angie McKee, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on March _____, 2019 at _____
a.m./p.m.

Angie McKee, Clerk-Treasurer

APPROVED and ADOPTED on March _____, 2019.

Jeremy P. Stutsman, Mayor

INTERLOCAL AGREEMENT
FOR RECONSTRUCTION OF THE BRIDGE ON COLLEGE AVENUE
CROSSING HORN DITCH AND RELOCATION OF UTILITIES

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, College Avenue is an east-west road, running from State Road 15 (also known as South Main Street in the corporate limits of Goshen) to the Norfolk Southern Railroad east of U.S. 33 (also known as Lincolnway East in the corporate limits of Goshen);

WHEREAS, City and County enter into this Agreement to identify the duties and responsibilities of City and County in regard to the desired "College Avenue Bridge Replacement and Utility Relocation Project," also herein labeled the "Project;"

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

PROJECT

1. This Agreement defines the initially planned "Project" for improvements to the bridge on College Avenue crossing the Horn Ditch. The Project includes the following:
 - a. The replacement of the bridge and approaches for the bridge on College Avenue crossing Horn Ditch.
 - b. Improvements and relocations of the City utilities, including the relocation of water and sewer lines, and the replacement of a lift station on the north side of College Avenue.

DESIGN CONSULTANTS

1. County shall be the “Bridge Design Consultant” for the bridge replacement portions of the Project. County shall bear the expense of the engineering, design, and permitting work necessary for such.
2. The City shall provide a “Utility Design Consultant” for the City utility work. City shall bear the expense of the engineering, design, and permitting work necessary for such.
3. 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. Obtaining any governmental permits or approvals required for the parts of the Project related to the replacement of the bridge.
- b. Participate in coordination of the engineering and design between the bridge replacement and City’s utility relocation.
- c. Bidding the Project in compliance with governmental requirements applicable to City and County.
- d. Administering any contract or contracts awarded to a successful bidder or bidders on the Project.
- e. Providing engineering review and construction inspection services for the bridge replacement aspects of the Project to the extent that such are not the responsibility of the successful bidder or bidders.

f. Maintaining the documents, contracts, notices, and other records connected with the Project.

g. Providing the City with a financial summary of all funds received for the Project, and all funds ultimately expended on the Project, to include specifically the funding responsibility of City.

h. County shall pay all costs associated with right of way, easements, land acquisition, design, and construction costs for the replacement of the bridge and approaches for the bridge on College Ave. crossing Horn Ditch.

CITY PARTICIPATION

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

a. City shall provide engineering review and construction inspection services for the City utility relocation aspects of the Project to the extent that such are not the responsibility of the successful bidder or bidders.

b. City shall review and provide input for the coordination of the bridge and the City's utility relocation engineering and design, though such engineering and design may be provided by County as part of the Bridge Design Consultant role set forth above.

c. City shall pay all costs associated with the right-of-way, easements, land acquisition, and design required for the parts of the Project associated with the relocation of the City's utilities.

d. City shall pay all direct or indirect construction costs associated with the aspects of the Project associated with the relocation of the City's utilities, including change orders. City shall provide personnel for construction inspection services of work items related to the relocation of

City's utilities. City shall pay for a percentage of the Mobilization and Demobilization equivalent to the percentage of the Project cost associated with relocating the City's utilities.

e. City shall appropriate and have available for use by County all funds required of City for its share of the direct or indirect construction costs, it being acknowledged that the transfer of such funds to County must occur essentially simultaneous with the bidding, 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, right of way acquisitions, and preliminary bidding process can be completed in time to accept bids for the Project by the end of March, 2019.

b. 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 subsection a. above and subsection c. below.

c. The parties contemplate that all construction shall commence and be completed during the calendar year 2019; however, should unexpected difficulties or delays occur, the Project may extend by written acknowledgement executed by the parties hereto.

OWNER OF PROJECT

The portions of the Project related to the City utility relocations shall be owned by City and shall be maintained by City. The portions of the Project related to the bridge replacement shall be owned by the 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 therefrom, and for all expenses in defending or appealing any such claims and suits 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 therefrom, and for all expenses in defending or appealing any such claims and suits or judgments, including without limitation court costs, attorney's fees, and other expenses.

NON-DISCRIMINATION

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

b. 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 Jeremy Stutsman
202 South Fifth Street
Goshen, IN 46526
Fax: (574) 533-3074
Email: mavor@goshencity.com

with copies to:

Larry A. Barkes
Goshen City Attorney
Municipal Annex Building
204 East Jefferson Street
Goshen, IN 46528
Fax: (574) 537-3871
Email: shannonmarks@goshencity.com

and

Craig Buche
Elkhart County Attorney

Yoder Ainlay Ulmer & Buckingham, LLP
130 North Main Street
Goshen, IN 46526
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: _____, 2019

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By: _____
Michael Yoder, President

By: _____
Frank Lucchese, Vice-President

By: _____
Suzanne Weirick, Member

ATTEST:

Patricia A. Pickens
Elkhart County Auditor

Date: _____, 2019

CITY OF GOSHEN, INDIANA

By: _____
Jeremy Stutsman, Mayor

ATTEST:

Angie McKee
Clerk-Treasurer

APPROVAL

The Common Council of the City of Goshen, Indiana hereby approves of the above and foregoing Interlocal Agreement this ____ day of _____, 2019.

COMMON COUNCIL OF THE CITY OF
GOSHEN, INDIANA

By: _____
Jeremy Stutsman, Presiding Officer

ATTEST:

Angie McKee
Clerk-Treasurer

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this ____ day of _____, 2019.

ELKHART COUNTY COUNCIL

By: _____
John K. Letherman, 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 _____, 2019, personally appeared 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 _____, 2019, personally appeared Jeremy Stutsman and Angie McKee, 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 M. Buche, Yoder, Ainlay, Ulmer & Buckingham, LLP
130 N. Main St., Goshen, IN 46526

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

RESOLUTION 2019-08

Goshen Economic Development Commission 2018 Annual Report

WHEREAS in accordance with Indiana Code 36-7-12-36, the Goshen Economic Development Commission must file a report with the Common Council setting out the Commission's operations, activities and financial expenditures the preceding calendar year.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council acknowledges the Commission's filing of the Goshen Economic Development Commission 2018 Annual Report, a copy of which is attached to this resolution.

PASSED by the Goshen Common Council on March 19, 2019.

Presiding Officer

ATTEST:

Angie McKee, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on March ____, 2019 at ____ a.m./p.m.

Angie McKee, Clerk-Treasurer

APPROVED and ADOPTED on March ____, 2019.

Jeremy P. Stutsman, Mayor

Goshen Economic Development Commission 2018 Annual Report

The Goshen Common Council established a Department of Economic Development and the Goshen Economic Development Commission by Ordinance 2225 passed and adopted on August 26, 1974. The Commission consists of three members appointed by the Mayor, one of which is selected by the Mayor, one of which is nominated by the Elkhart County Council, and one of which is nominated by the Goshen Common Council.

The members of the Goshen Economic Development Commission for the 2018 calendar year were:

1. Darryl J. Riegsecker (Nominated by Elkhart County Council and appointed by Mayor for term beginning February 1, 2013 through January 31, 2017. Renominated and reappointed for term beginning February 1, 2017 through January 31, 2021. Replaced by Donald Riegsecker September 8, 2018)
2. Donald Riegsecker (Nominated by Elkhart County Council and appointed by Mayor for remainder of term beginning September 8, 2018 through January 31, 2021.)
3. Douglas Nisley (Nominated by Goshen Common Council and appointed by Mayor for term beginning February 1, 2016 through January 31, 2020. Replaced by Zacharious Bontrager August 21, 2018.)
4. Zacharious Bontrager (Nominated by Goshen Common Council and appointed by Mayor for remainder of term beginning August 21, 2018 through January 31, 2020.)
5. David S. Newell (Appointed by Mayor for term beginning February 1, 2014 through January 31, 2018. Renominated and reappointed for term beginning February 1, 2018 through January 31, 2022.)

The Goshen Economic Development Commission does not have a department budget, nor does the Commission have any income (from taxes, transfers or otherwise). Any expenses that may be incurred by the Commission are absorbed by other budgets of the City of Goshen.

The Goshen Economic Development Commission did not work on any new economic development projects during 2018.

• • •

RESOLUTION 2019-09

Goshen Redevelopment Authority 2018 Annual Report

WHEREAS in accordance with Indiana Code 36-7-14.5-9, the Goshen Redevelopment Authority must submit a report to the Common Council setting out the Authority's activities during the preceding calendar year.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council acknowledges the filing of the Goshen Redevelopment Authority 2018 Annual Report, a copy of which is attached to this resolution.

PASSED by the Goshen Common Council on March 19, 2019.

Presiding Officer

ATTEST:

Angie McKee, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on March ____, 2019 at ____ a.m./p.m.

Angie McKee, Clerk-Treasurer

APPROVED and ADOPTED on March ____, 2019.

Jeremy P. Stutsman, Mayor

GOSHEN REDEVELOPMENT AUTHORITY 2018 ANNUAL REPORT

The Goshen Redevelopment Authority (“Authority”) was established by Ordinance 4822 in accordance with Indiana Code 36-7-14.5 for the purpose of financing of local public improvements for lease to the Goshen Redevelopment Commission (“Commission”). Ordinance 4822 was passed by the Goshen Common Council on April 7, 2015 and adopted by Mayor Allan Kauffman on April 9, 2015.

The Board of Directors of the Authority held their annual meeting on March 5, 2018 at which the 2017 Annual Report was presented. The Board of Directors also elected officers for 2018 as follows:

President: David Daugherty
(Appointment Term – April 13, 2015 to January 1, 2019)

Vice President: Mitch Day
(Appointment Term – June 1, 2015 to January 1, 2019)

Secretary-Treasurer: Michael A. Landis
(Appointment Term – April 13, 2015 to January 1, 2019)

The annual report requirements for the Redevelopment Authority are set forth in Indiana Code 36-7-14.5-9. Section 9(c) does not apply to the Redevelopment Authority as the Authority does not have any TIF districts. The information required under Indiana Code 36-7-14.5-9(c) for each TIF district is provided in the Goshen Redevelopment Commission’s annual report pursuant to Indiana Code 36-7-14-13(e) and will not be repeated here.

The Authority does have the following bond obligation in which the bond payments come from the lease rentals paid by the Goshen Redevelopment Commission:

Redevelopment Authority Economic Development Lease Rental Refunding Bonds of 2015

The Redevelopment Authority and the Goshen Redevelopment Commission entered into a Lease Agreement on April 25, 2015. The Authority acquired from the Commission three projects located in the Commission’s Southeast Economic Development Area. The Authority then refunded the Commission’s outstanding Tax Increment Revenue Bonds of 2008 by issuing Economic Development Lease Rental Refunding Bonds of 2015. The Authority is leasing to the Commission the three projects previously mentioned. The Lease Agreement is for 14 years, and the annual lease payments from the Commission are due on January 1 beginning January 1, 2016. The lease rentals are paid from the Commission’s Southeast Economic Development Area TIF funds. A copy of the Schedule of Lease Rental Payments is attached.

The Authority's Economic Development Lease Rental Refunding Bonds of 2015 in the aggregate principal amount of \$5,105,000 were sold on June 19, 2015 to Old National Bank. The interest rate on the bonds is 2.70% per annum. The bonds have a final maturity date of January 15, 2028. The bonds maturing on or after January 15, 2024 are subject to optional redemption and mandatory sinking fund redemption prior to maturity. The interest on the bonds are payable semiannually on January 15 and July 15 each year beginning January 15, 2016, and principal is payable annually on January 15 beginning January 15, 2016. The bond payments come from the lease rentals paid by the Commission and are paid to the trustee, The Bank of New York Mellon. A copy of the Amortization of \$5,105,000 of Redevelopment Authority Economic Development Lease Rental Refunding Bonds is attached.

- Continued next page. -

GOSHEN REDEVELOPMENT AUTHORITY

SCHEDULE OF LEASE RENTAL PAYMENTS

<u>Lease Rental Payment Dates</u>	<u>Annual Lease Rental (1)</u>
01/01/16	\$296,000
01/01/17	322,000
01/01/18	317,000
01/01/19	406,000
01/01/20	403,000
01/01/21	400,000
01/01/22	397,000
01/01/23	394,000
01/01/24	386,000
01/01/25	388,000
01/01/26	883,000
01/01/27	885,000
01/01/28	<u>882,000</u>
Totals	<u><u>\$6,359,000</u></u>

(1) The lease rental payments are based upon the debt service in each twelve-month period ending July 15, rounded up to the nearest \$1,000 plus \$5,000.

(Subject to the comments in the attached letter dated June 18, 2015 of Umbaugh)

GOSHEN REDEVELOPMENT AUTHORITY

**AMORTIZATION OF \$5,105,000 OF REDEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT LEASE RENTAL REFUNDING BONDS OF 2015**

Bonds dated June 19, 2015

<u>Payment Date</u>	<u>Principal Outstanding</u> (---In \$1,000's---)	<u>Principal</u>	<u>Interest Rates (%)</u>	<u>Interest</u>	<u>Total Debt Service</u>	<u>Budget Year Debt Service</u>	<u>Annual Lease Payment</u>
01/15/16	\$5,105	\$145	2.70 (1)	\$78,872.25	\$223,872.25	\$290,832.25	\$296,000
07/15/16	4,960			66,960.00	66,960.00		
01/15/17	4,960	185	2.70 (1)	66,960.00	251,960.00	316,422.50	322,000
07/15/17	4,775			64,462.50	64,462.50		
01/15/18	4,775	185	2.70 (1)	64,462.50	249,462.50	311,427.50	317,000
07/15/18	4,590			61,965.00	61,965.00		
01/15/19	4,590	280	2.70 (1)	61,965.00	341,965.00	400,150.00	406,000
07/15/19	4,310			58,185.00	58,185.00		
01/15/20	4,310	285	2.70 (1)	58,185.00	343,185.00	397,522.50	403,000
07/15/20	4,025			54,337.50	54,337.50		
01/15/21	4,025	290	2.70 (1)	54,337.50	344,337.50	394,760.00	400,000
07/15/21	3,735			50,422.50	50,422.50		
01/15/22	3,735	295	2.70 (1)	50,422.50	345,422.50	391,862.50	397,000
07/15/22	3,440			46,440.00	46,440.00		
01/15/23	3,440	300	2.70 (1)	46,440.00	346,440.00	388,830.00	394,000
07/15/23	3,140			42,390.00	42,390.00		
01/15/24	3,140	300	2.70 (1)	42,390.00	342,390.00	380,730.00	386,000
07/15/24	2,840			38,340.00	38,340.00		
01/15/25	2,840	310	2.70 (1)	38,340.00	348,340.00	382,495.00	388,000
07/15/25	2,530			34,155.00	34,155.00		
01/15/26	2,530	820	2.70 (1)	34,155.00	854,155.00	877,240.00	883,000
07/15/26	1,710			23,085.00	23,085.00		
01/15/27	1,710	845	2.70 (1)	23,085.00	868,085.00	879,762.50	885,000
07/15/27	865			11,677.50	11,677.50		
01/15/28	865	865	2.70 (1)	11,677.50	876,677.50	876,677.50	882,000
Totals		<u>\$5,105</u>		<u>\$1,183,712.25</u>	<u>\$6,288,712.25</u>	<u>\$6,288,712.25</u>	<u>\$6,359,000</u>

(1) \$5,105,000 term bond due January 15, 2028.

(Subject to the comments in the attached report dated June 2, 2015)