



## Goshen Common Council

**6:00 p.m. November 17, 2020 Regular Meeting**

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

*This meeting will be conducted under a declared public health emergency covering all of the State of Indiana. Due to social distancing guidelines there will be very limited space for public attendance. Members of the public are encouraged to submit questions or comments ahead of time to elected officials and/or the pertinent city offices.*

*The meeting will be streamed live via Zoom. For link, see <https://goshenindiana.org/calendar>*

### **Call to Order by Mayor Jeremy Stutsman**

### **Pledge of Allegiance**

### **Electronic Meeting Participation Statement and Roll Call:**

Megan Eichorn (District 4)	Julia King (At-Large)	Jim McKee (District 1)
Doug Nisley (District 2)	Gilberto Pérez, Jr. (District 5)	Matt Schrock (District 3)
Council President Brett Weddell (At-Large)	Youth Advisor Hazany Palomino (Non-voting)	

### **Approval of Minutes**

### **Approval of Meeting Agenda**

### **Privilege of the Floor**

### **Elected Official Reports**

### **Special Presentation: *Lexipol* by Jessica Levenberg**

#### **I. Resolution 2020-24**

Supporting Termination of the Goshen Dam Pond Interlocal Agreement

- Original Interlocal Agreement
- Resolution 2018-45: Correct/Clarify Info Re: Dam Pond Dredge Proj.

#### **II. Resolution 2020-25**

Interlocal Agreement with the County of Elkhart, the City of Elkhart, and the City of Nappanee for Community Development Financial Strategy Evaluation Services

- Staff Memo (Brinson)



### **III. Resolution 2020-26**

Transfer of Funds for Emergency Supplies and Services,  
Ambulance and Related Equipment, COVID-19 Bonus Pay

- Staff Memo (Scharf)

### **IV. Ordinance 5060**

Amend Ordinance 3011 by Rezoning Real Estate Hereinafter Described, and Commonly Known as 919 W. Plymouth Avenue, from Agricultural A-1 District to Residential R-3 District

- Plan Commission Memo
- Staff Analysis and Recommendations (Yoder)
- Area Map
- Public Comments
- Site Plan

### **V. Ordinance 5061**

Vacation of Public Ways in the City of Goshen, Indiana

- Plan Commission Memo
- Staff Analysis and Recommendations (Yoder)
- Area Map
- Traffic Commission approval confirmation

### **VI. Ordinance 5062**

Amend Ordinance 2071 of the Goshen College PUD

- Plan Commission Memo
- Staff Analysis and Recommendations (Yoder)
- Area Map
- Goshen College Campus Development Plan
- Site Plan

*Adjournment*

## COMMON COUNCIL RESOLUTION 2020-24

### **Supporting Termination of the Goshen Dam Pond Interlocal Agreement**

WHEREAS, the owners of properties immediately adjacent to, abutting, and with frontage on or direct access through Elkhart County Park and Recreation Department Property to the Goshen Dam Pond filed a Petition with the Elkhart County Board of Commissioners to create an Economic Improvement District.

WHEREAS, Elkhart County Board of Commissioners passed Ordinance No. 2014-403 on October 6, 2014 to create an Economic Improvement District.

WHEREAS, the County of Elkhart ("County"), Goshen Dam Pond Economic Improvement District ("EID") and the City of Goshen ("City") entered into an Interlocal Agreement dated December 28, 2015, which the Goshen City Common Council approved by Resolution 2016-06 on February 2, 2016.

WHEREAS, the City, County, and the EID agreed to collectively support, with the City assuming project responsibility, the project to remove sediment from the Dam Pond by dredging portions of the pond ("Project").

WHEREAS, the Interlocal Agreement identified funds to be contributed to the project from City in the amount of Two Hundred Fifty Thousand Dollars (\$250,000), EID in the amount of Two Hundred Seventy-five Thousand Dollars (\$275,000), and County in the amount of Three Hundred Twenty-five Thousand Dollars (\$325,000). In addition, grants were to be sought in the amount of Two Hundred Thousand Dollars (\$200,000) from Elkhart County Community Foundation and Three Hundred Thousand (\$300,000) from a LARE Grant.

WHEREAS, the expected cost of the dredging project as originally proposed based on Grow America's bid was Two Million Six Hundred Twenty-nine Thousand Six Hundred Dollars (\$2,629,600.00) for Priority Areas 1-6 and an award adjustment, with Priority Areas 5 and 6 removed, of One Million Eight Hundred Fifty-eight Thousand Eight Hundred Seventy Dollars (\$1,858,870.00).

WHEREAS, the grant funding from the LARE was not received.

WHEREAS, problems with the Project resulted in delays and prevented the parties from acquiring and utilizing available grant funds (i.e. Elkhart County Community Foundation and LARE Grant) within the time periods required.

WHEREAS, the remaining funding is not sufficient to proceed with the originally identified project and the project, as it was originally agreed, is currently dormant.

WHEREAS, according to representatives from County, the EID is exploring alternative approaches to continue fulfilling its purpose and proceed with a dredging project, but has approved termination of the Interlocal Agreement so long as the assessment funds received by the EID in or after calendar year 2020 are not considered as remaining funds held by the EID in their economic improvement funds for distribution under Section 8.1 of the Interlocal Agreement.

NOW THEREFORE BE IT RESOLVED by the Goshen Common Council that due to lack of funding and by mutual agreement of the parties, due to unanticipated complications in the original plan, the parties should terminate the Interlocal Agreement by agreeing in writing to terminate the project and distribute any remaining funds as provided in Section VIII, paragraph 8.1 of the Interlocal Agreement, with the assessment fees received by the EID in 2020 and thereafter not being included in the funds available for distribution.

PASSED by the Goshen Common Council on November 17, 2020.

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Presiding Officer

ATTEST \_\_\_\_\_

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on November \_\_\_\_\_, 2020,  
at \_\_\_\_\_ a.m./p.m.

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Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on November \_\_\_\_\_, 2020

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Jeremy P. Stutsman, Mayor

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 28th day of December, 2015, by and between City of Goshen, an Indiana municipal corporation ("City"), the County of Elkhart, a political subdivision of the State of Indiana ("County"), and the Goshen Dam Pond Economic Improvement District, an economic improvement district organized under the laws of the State of Indiana ("EID"). The City, the County, and the EID are collectively referred to herein as the Parties.

Whereas, many years of sediment has accumulated in the Goshen Dam Pond ("Pond") reducing the average depth of the Pond to 3 feet; and

Whereas, the increase in sediment has created a number of negative consequences including a dramatic increase in invasive plant species, degradation of fish and wildlife habitat, severe decrease in the navigable surface of the Pond, and a loss of water holding capacity within the Pond; and

Whereas, the removal of many years of sediment from the Pond may have a positive effect on the aquatic habitat of the flora and fauna and expand diversification of not only the Pond area but the entire Elkhart River basin;

Whereas, these conditions have prompted the City and the County to pursue maintenance dredging over portions of the Pond (hereinafter referred to as the "Project"); and

Whereas, the Indiana Department of Environmental Management (hereinafter referred to as "IDEM"), has designated the City and the County as MS4 entities under 327 IAC 15-13 or Rule 13; and

Whereas, IDEM encourages regulated communities and other urban entities to coordinate their MS4 activities; and

Whereas, the EID was specifically created to collect special assessments for use on the Project; and

Whereas, the City, the County, and the EID desire to coordinate the Project with the Elkhart River Restoration Association, Inc., a not-for-profit Indiana corporation that is committed to improving the Elkhart River and its watershed ("ERRA"); and

Whereas, the Parties believe it is in their individual and collective best interests to pursue a coordinated approach to promoting and pursuing the Project.

Now, therefore, it is agreed by the Parties as follows:

**SECTION I**  
**Duration of the Agreement**

1.1 This Agreement will take effect upon adoption by the governing bodies of the City, the County, and the EID and, absent termination as authorized by this Agreement, will expire upon completion of the Project.

**SECTION II**  
**Purpose of the Agreement**

2.1 The recitals set forth above establishing the purpose and intent of this Agreement are hereby approved and incorporated herein.

**SECTION III**  
**Funding and Paying for the Project**

3.1 The Parties agree that the following funding commitments are being made and are expected in order to enable the City to enter into agreements for design, permitting, construction of the Project between the City and the contractor or service provider of the City's choice:

A. The City will contribute, through its MS4 funds, legally available funds totaling \$250,000.00 for actual costs related to the Project, or as otherwise provided or required by this Agreement. The City's above contribution will be made in \$50,000.00 annual installments with the first installment being made within six (6) months of the adoption of this Agreement.

B. The EID will contribute all of the legally available funds held in the EID economic improvement fund as the result of assessments, totaling approximately \$275,000.00 over ten years, or as otherwise contributed for actual costs related to the Project, or as otherwise provided or required by this Agreement. The EID contributions will be used in accordance with the annual budget approved by the fiscal body in accordance with Indiana Code § 36-7-22-17.

C. The County will contribute, through its MS4 funds, legally available funds totaling \$325,000.00 for actual costs related to the Project, or as otherwise provided or required by this Agreement.

D. ERRA has already procured a \$200,000.00 contribution in the form of a grant from the Elkhart County Community Foundation to be used for actual costs related to the Project, or as otherwise provided or required by this Agreement. ERRA

will be responsible for applying annually for a LARE grant, which grants if approved will total \$300,000.00. ERRA will further make good faith commercially reasonable efforts to procure private contributions or other grant funding sufficient to cover all remaining expenditures necessary to complete the Project. All funds procured by or contributed to ERRA related to the Project will be contributed into the EID economic improvement fund by giving such funds to the EID Board.

3.2 The Parties acknowledge that \$200,000.00 of the City's contribution, \$260,650.00 of the EID assessment funds, and the \$300,000.00 in anticipated LARE grants will not be readily available funds at the time of beginning the Project. The Parties also acknowledge that the remainder of funds to be contributed by procurement of ERRA will also not be available at the time of beginning the Project. The County agrees to lend, through its MS4 funds, a total of \$760,650.00 at a zero percent interest rate to the EID economic improvement fund by providing such funds to the EID Board within \_\_\_\_ months of the adoption of this Agreement. EID agrees to allocate on its annual budget and ultimately distribute any funds received in any given year from the City's annual contribution, the EID's assessments, the LARE Grants, and any other private contributions or grants toward the repayment of the loan provided by the County, until such loan is paid in full.

3.3 The EID will promptly seek approval for and pay all invoices for Project expenses submitted to the EID by the City pursuant to Section IV below.

3.4 In the event that the total cost of the Project is less than the total amount of funds contributed to the Project, then the County and the City will be refunded their respective contributions in proportion to the amount contributed to the Project.

3.5 In the event that the total cost of the Project is more than the total amount of funds contributed to the Project, then ERRA will make good faith commercially reasonable efforts to procure the additional funds necessary to complete the Project.

#### SECTION IV City to Assume Project Responsibility

4.1 The City is responsible to obtain all local, state, and federal permits required by law for the Project and will serve as the sole permit applicant. The City will ensure that all stages of the Project comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, state, and federal governmental bodies applicable to the Project.

4.2 The City is responsible to undertake the Project and accomplish all activities related thereto including, but not limited to, (1) performing the bidding process; (2) contracting for necessary Project services for such things as design, permitting, and construction; (3) providing exclusive Project oversight and Project management; and (4) submitting contractor invoices to the EID for payment;

4.3 In performing its responsibilities under Section 4.2 above, the City will (1) invite the member of the Advisory Board, established in Section VII below, to all Project management meetings and seek input from the Advisory Board for all substantive Project management decisions; (2) keep the Advisory Board informed of the status of the Project; (3) provide the Advisory Board with a schedule for completing the necessary stages of the Project; (4) establish, maintain, and provide to the Advisory Board a budget including estimates for all work necessary to complete each stage of the Project; and (5) ensure that funds sufficient to complete each phase of the Project are available in the EID economic improvement fund or have been committed for contribution in writing prior to contracting for services related to each respective phase of the Project.

4.4 Other than this Agreement, the County will not be a party to any agreements relating to the Project, including those agreements to design, permit, or construct the Project nor in any way be considered in privity with the Project contractors or consultants.

## SECTION V. Records and Reporting

5.1 For the Project, the City will:

A. Maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred in connection with the Project or otherwise paid or to be paid from the EID economic improvement funds, and said books, records, documents and other instruments shall be retained by the City for a period of three full years after termination of this Agreement, or the minimum period of time permitted under state and federal law, whichever is longer. However, notwithstanding the above, no books, records, documents or other evidence reflecting all costs and expenditures incurred in the Project will be destroyed until proper authorization, if required, for the disposal has been received pursuant to Indiana law.

B. Provide the EID and the County, upon presentation of a request for payment of a Project expense pursuant to this Agreement, with the required documentation of expenses which are to be paid and a certification from a professional engineer licensed to practice in the State of Indiana, that the percentage of the improvements presented for payment has been completed according to the plans and specifications approved for such Project under the Project contracts.

## **SECTION VI.**

### **Audit**

6.1 The County and the EID will have the right from time to time at their sole expense to audit the compliance by the City with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right will extend for a period of three (3) years after termination of this Agreement.

6.2 The County and the EID will have full access, for inspection, review, and audit purposes, to all items referred to in Section V above.

## **SECTION VII**

### **Governance**

7.1 Each Party to this Agreement will assume the powers and duties necessary to perform the responsibilities described for each Party under the terms of this Agreement.

7.2 Each Party to this Agreement will appoint one (1) member to a multi-jurisdiction Advisory Board.

7.3 The multi-jurisdiction Advisory Board will do the following:

- a. Establish an efficient and uniform method for ensuring all approved Project related invoices are paid promptly.
- b. Provide general guidance on Project related matters, by majority vote of the Board, to the respective Party responsible for fulfilling the obligation related to the guidance.

## **SECTION VIII**

### **Termination of Agreement**

8.1 This Agreement will remain in full force and effect until the Agreement is completed pursuant to its terms or all Parties mutually agree in writing to terminate the Agreement. If the Agreement is terminated without completion of the Project, any remaining funds held by the EID in their economic improvement fund will be distributed as follows:

- First, remaining funds will be used to repay the loan given by the County pursuant to this Agreement;
- Second, any remaining funds will be used to repay the contributions made by the County and the City in proportion to their respective contributions under this Agreement;

- Third, any remaining funds will be distributed to the remaining contributors in equal proportion unless the contractual obligations related to such funds state otherwise.

**SECTION IX.**  
**Real Estate and Personal Property**

9.1 No real estate will be acquired by any of the Parties as a result of this Agreement or as a necessary consequence of carrying out the duties and responsibilities established by this Agreement. All personal property will be owned and retained by the Party paying for the personal property.

**SECTION X**  
**Representations and Warranties**

10.1 The County does hereby represent and warrant to the City that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

10.2 The City does hereby represent and warrant to the County that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, make any payment contemplated hereby, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

**SECTION XI.**  
**Amendments**

11.1 Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by and jointly executed by the Parties hereto. This Agreement will be enforced and be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns, if any. Any Party to this Agreement shall have the right, but not the obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such Party without being deemed to have waived other rights, limitations, or conditions. However, any such waiver will be valid only if expressly granted in writing as described above.

**SECTION XII.**  
**Severability**

12.1 If any one or more of the covenants, agreements or provisions of this Agreement is held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement will remain in full force and effect.

**SECTION XIII.**  
**Controlling Law**

13.1 The laws of the State of Indiana will govern any and all provisions of this Agreement and any proceeding seeking to enforce or challenge any provisions of this Agreement. Venue for any proceeding pertaining to this Agreement will be exclusively in Elkhart County.

**SECTION XIV.**  
**No Member Liability**

14.1 Neither the members of the governing body of the County, the City, nor any official executing this Agreement, will be liable personally or will be subject to any accountability for reason of the execution by the County, the City or any executing authority of the County or the City for any act pertaining thereto.

**SECTION XV.**  
**Force Majeure**

15.1 A Party's timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, will be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and only for so long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the Party whose performance is affected, to the extent not caused by such Party's willful or negligent acts or omissions, except in those circumstances where the Party could not have reasonably foreseen and reasonably avoided the occurrence. The Party affected by any such event must give written notice thereof to the other Parties as soon as practicable after it becomes aware of such an event and, to the extent practicable, must specify the anticipated length of the delay. The affected Party will use reasonable efforts to minimize the impact of that delay on that Party's performance. No Party will be liable to the other Party for damages caused by such events.

**SECTION XVI.**  
**Sovereign Immunity**

16.1 The Parties further agree that nothing contained herein is intended to nor will it be construed as a waiver of any Party's rights and immunities under the common law or Indiana Code, as amended from time to time.

**SECTION XVII.**  
**INSURANCE, LIABILITY AND INDEMNIFICATION**

17.1 The County and City each agree to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.

17.2 Any contractor or consultant engaged by the City for work on the Project must be required to protect, defend, indemnify and hold the Parties harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of the Project and arising from the said contractor's or vendor's operations or as a proximate result of the acts or omissions of the contractor, consultant or their employees. Such agreement by the contractor or consultant must include their indemnification as to any assessment of an administrative fine or penalty by a governmental entity for a violation of conditions of any required permit related to their actions or failure to act in carrying out their contractual duties. The City shall require the provisions of this section to be included in all contracts between the City and its contractors and consultants for work or services to occur on the Project.

17.3 Any contractor or consultant engaged by the City for work on the Project must procure and maintain insurance coverage of the types and in the amounts typically maintained by businesses of the same type as the contractor or consultant, including, but not limited to, comprehensive general liability insurance, all with insurance companies reasonably satisfactory to the City. All insurance policies required above must name the County, the City, and the EID as additional insured under the policy.

17.4 Each Party agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the City, the County, or the EID, and agrees to be liable for any damages proximately caused by said acts or omissions. Each Party agrees to protect, defend, indemnify and hold the other Parties harmless from all claims, demands, causes of action or liability resulting from any allegation of negligent acts or omissions or tortious acts of the indemnifying Party.

**SECTION XVIII.**  
**Construction**

18.1 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

**SECTION XIX**  
**Binding Effect**

This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the Parties. However, no assignment of this Agreement is permitted without the express written consent of all the Parties.

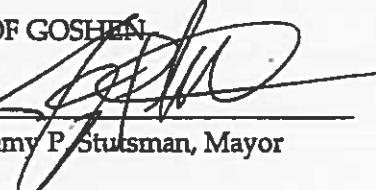
**SECTION XX**  
**Recording**

After the execution of this Agreement, the Parties agree that copies may be filed with the Elkhart County Recorder's Office, the Goshen City Clerk-Treasurer's Office, and any and all agencies of the State of Indiana required by law. Each Party will be responsible for the recordings in its respective offices, with the City being responsible for any state recordings or filings.

IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned, have entered into this Agreement the date and year first above written.

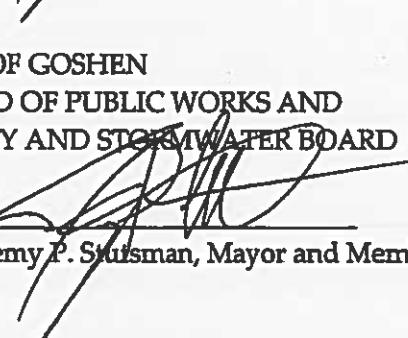
CITY:

CITY OF GOSHEN

By: 

Jeremy P. Stutsman, Mayor

CITY OF GOSHEN  
BOARD OF PUBLIC WORKS AND  
SAFETY AND STORMWATER BOARD

By: 

Jeremy P. Stutsman, Mayor and Member

COUNTY:

COUNTY OF ELKHART BY  
BOARD OF COMMISSIONERS OF  
THE COUNTY OF ELKHART

By: \_\_\_\_\_  
\_\_\_\_\_, President

By: M. Yoder  
Mike Yoder  
By: Fran Luchese  
Fran Luchese

ELKHART COUNTY  
STORMWATER BOARD

By: M. Yoder  
Mike Yoder, Presiding Officer

EID:

GOSHEN DAM POND ECONOMIC  
IMPROVEMENT DISTRICT BOARD

By: D. Troup  
DAVID TROUP, Presiding Officer

STATE OF INDIANA )  
 )SS:  
COUNTY OF ELKHART )

Before me, a Notary Public in and for said County and State, this 15th day of January, 2016, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, and acknowledged that as said Mayor he executed the foregoing Agreement for and on behalf and in the name of the City of Goshen, for the uses and purposes therein mentioned.

**Witness my hand and Notarial seal.**

**My Commission expires: May 4, 2016  
Resident of Elkhart County, Indiana**

Shannon Marks  
Shannon Marks, Notary Public

STATE OF INDIANA )  
COUNTY OF ELKHART )  
SS:

Before me, a Notary Public in and for said County and State, this 15th day of January, 2016, personally appeared Jeremy P. Stutsman, Mayor and Member of the City of Goshen Board of Public Works and Safety and Stormwater Board, and acknowledged that as said Mayor and Member he executed the foregoing Agreement for and on behalf and in the name of the City of Goshen Board of Public Works and Safety and Stormwater Board, for the uses and purposes therein mentioned.

Witness my hand and Notarial seal.

**My Commission expires: May 4, 2016  
Resident of Elkhart County, Indiana**

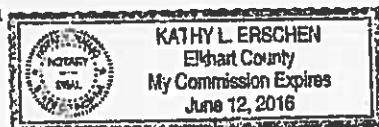
Shannon Marks  
Shannon Marks, Notary Public

STATE OF INDIANA )  
                      )SS:  
COUNTY OF ELKHART )

Before me, a Notary Public in and for said County and State, this 28 day of  
December 2015, personally appeared Mike Yoder,  
Frank Lueches and the Board of Commissioners of the  
County of Elkhart, and acknowledged that as said Commissioners they executed the foregoing  
Agreement for and on behalf and in the name of the County of Elkhart, for the uses and  
purposes therein mentioned.

Witness my hand and Notarial seal.

My Commission expires:  
6-12-2016  
Resident of Elkhart  
County, Indiana



STATE OF INDIANA )  
                      )SS:  
COUNTY OF ELKHART )

Before me, a Notary Public in and for said County and State, this 28 day of  
December, 2015, personally appeared Mike Yoder, President of the Elkhart  
County Stormwater Board, and acknowledged that as said President of the Elkhart County Stormwater Board he/she executed  
the foregoing Agreement for and on behalf and in the name of the Elkhart County Stormwater Board, for the uses and purposes therein mentioned.

Witness my hand and Notarial seal.

My Commission expires:  
6-12-2016  
Resident of Elkhart  
County, Indiana



Kathy L. Erschen  
(Signature) Notary Public  
Kathy L. Erschen  
(Printed Name) Notary Public

Kathy L. Erschen  
(Signature) Notary Public  
Kathy Erschen  
(Printed Name) Notary Public

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

Before me, a Notary Public in and for said County and State, this 11th day of  
January, 2016, personally appeared Dan'l Trone, Presiding Officer of the Goshen Dam  
Pond Economic Improvement District Board, and acknowledged that as said Presiding Officer  
he/she executed the foregoing Agreement for and on behalf and in the name of the Goshen Dam  
Pond Economic Improvement District Board, for the uses and purposes therein mentioned.

Witness my hand and Notarial seal.

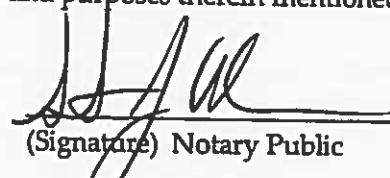
My Commission expires:

August 23, 2018

Resident of Elkhart

County, Indiana

STEVEN J. OLSEN  
NOTARY PUBLIC • STATE OF INDIANA  
Elkhart County  
My commission expires Aug. 23, 2018

  
(Signature) Notary Public

Steven J. Olsen

(Printed Name) Notary Public



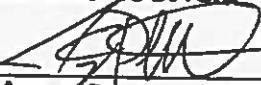
Approval

The attached and foregoing Agreement between the City of Goshen, the County of Elkhart, and the Goshen Dam Pond Economic Improvement District pertaining to the dredging project has been approved by the Goshen City Council this date.

Date: February 2, 2016

GOSHEN CITY COUNCIL

By:

  
Jeremy P. Stutsman, Mayor

ATTEST:

Tina M. Bontrager  
Tina M. City Clerk-Treasurer  
Bontrager

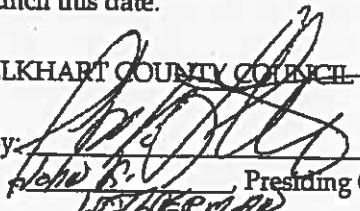
Approval

The attached and foregoing Agreement between the the City of Goshen, the County of Elkhart, and the Goshen Dam Pond Economic Improvement District pertaining to the dredging project has been approved by the Elkhart County Council this date.

Date: 1-9-2016

ELKHART COUNTY COUNCIL

By:

  
John P. Lehman  
Presiding Officer

ATTEST:

Pauline E. Graff dot  
Pauline E. Graff, Elkhart County Auditor

This instrument prepared by: Steven J. Olsen  
YODER AINLAY ULMER & BUCKINGHAM, LLP  
130 North Main Street, Goshen, IN 46526

**RESOLUTION 2018-45**

**A Resolution to Correct and Clarify Certain Information with Regard to the  
Goshen Dam Pond Dredging Project (Project #2012-2028)**

WHEREAS the City of Goshen has been formally involved in the planning, management and funding of a project to perform sediment removal/dredging operations in certain portions of the section of the Elkhart River between the Goshen Dam and Kercher Road (Goshen Engineering Project #2012-2028, hereinafter "Project"), commonly known as the Goshen Dam Pond (hereinafter "Pond"), since at least 2012; and

WHEREAS the City of Goshen is party, along with the County of Elkhart and the Goshen Dam Pond Economic Improvement District, to an Interlocal Agreement related to the Project and approved by the Goshen Common Council (Resolution 2016-06) and the Goshen Board of Public Works & Safety and Stormwater Board; and

WHEREAS during the course of Project planning and development certain incomplete and/or incorrect pieces of information have manifested in the general public; and

WHEREAS it is the duty and desire of the Goshen Common Council to provide to the residents and taxpayers of the City of Goshen the most accurate and complete information practicable, and further to base its own policy and fiscal decisions upon such information;

*The Goshen Common Council NOW FINDS and CONFIRMS the following:*

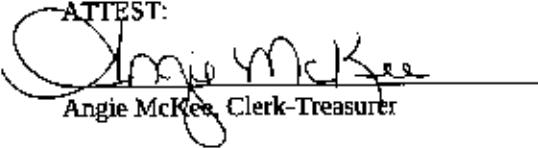
- A) There is no foreseeable circumstance in which the Goshen Dam remains intact that the available water supply from the Elkhart River to the Millrace Canal will be cut off or substantially reduced due to sediment conditions in the Pond, regardless of whether or not the Project proceeds.
- B) The Project alone would have no appreciable flood mitigation benefits in or around the City of Goshen; the record flooding of February 2018 would not have been reduced had dredging spoils been previously removed from the Pond.
- C) Redevelopment efforts – both public and private – along the Millrace Canal, including in-process and potential housing and a pavilion/ice rink near downtown, are not materially dependent or contingent upon the completion of the Project;
- D) The Pond has served as a sediment trap within the Elkhart River since creation of the Pond; it will continue to collect sediment whether or not the Project proceeds.
- E) The Project would not eliminate the majority of surface or rooted vegetation in the Pond, nor restore open water conditions amenable to the looping and circular movements common to recreational motorboating, waterskiing, tubing, etc.
- F) There are no improvements to public access points, on-shore amenities, or public parks proposed in the Project.
- G) No dredging would occur more than six (6) feet below the water surface, nor at any location within approximately 10-15 feet of the shore or any fixed objects.
- H) Invasive non-native plant species such as Eurasian watermilfoil (*Myriophyllum spicatum*) and Purple loosestrife (*Lythrum salicaria*, *L. virgatum* and combinations thereof) have proliferated in and around the Pond in recent years; the Project does not include specific targeted mitigation of non-native invasive plants.

- I) There is presently an active bald eagle nesting site in the Project area which is being monitored and protected by the U.S. Fish & Wildlife Service and the Indiana Department of Natural Resources.
- J) The Elkhart River Watershed Management Plan (March 2008, <https://www.in.gov/dem/nps/3248.htm>) does not identify sediment dredging as one of the 106 tasks identified in the Programmatic Action Plan (Section 5), as a Preventative or Remedial Best Management Practice (Section 6) generally, nor as a specific Goal or Indicator of Success in the Elkhart River Watershed (Section 9).
- K) Factors including the fluidity of sediment material, the difficulty of forecasting river flows and changes, the pending need to obtain permits from multiple governmental entities, and the likely presence of submerged objects (including trees and stumps) in the Pond create significant uncertainty for potential Project bidders, as well as uncertainty with respect to Project results including, but not limited to: water depth, sediment relocation or redeposition, vegetation patterns, and primary river channel location or relocation.
- L) After significant reduction from the originally-proposed scope of the Project and years of effort to secure funds through numerous public and private sources, the currently-available funds (after subtracting expiring grant funding from Indiana Department of Natural Resources and the Community Foundation of Elkhart County) comprise less than half of the most recent bid amount, or a shortfall of approximately \$1.4M.
- M) Within those areas of the Pond that would be dredged, the removal of sediment and consequent reduction in emergent and submerged aquatic vegetation would increase both the average water depth and the surface area navigable by watercraft.
- N) So long as the Goshen Dam remains in place, ecological and agricultural processes will continue to move the Pond toward an equilibrium state of flow-defined river channel(s) adjacent to riparian wetlands; dredging activities will cause some degree of postponement in these processes and their effects.

PASSED by the Goshen Common Council on Sept. 18 2018.

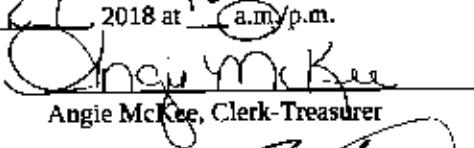
  
Presiding Officer

ATTEST:

  
Angie McKee

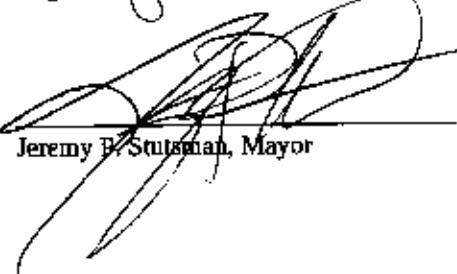
Angie McKee, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on Sept. 27, 2018 at 1:51 p.m.

  
Angie McKee

Angie McKee, Clerk-Treasurer

APPROVED and ADOPTED on Sept. 27, 2018.

  
Jeremy B. Stutsman

Jeremy B. Stutsman, Mayor



**Department of Community Development  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 6 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626

[communitydevelop@goshencity.com](mailto:communitydevelop@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

**Memo**

**To:** Goshen City Council

**From:** Mark Brinson

**Subject:** CDFI Friendly Interlocal Agreement

**Date:** October 15, 2020

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The Elkhart County Commissioners and the Mayors of Elkhart, Nappanee and Goshen are interested in entering into an interlocal agreement to study a possible strategy for expanding affordable financing for community development projects within Elkhart County. The goal of this project is to take full advantage of a network of over 1,000 Community Development Financial Institutions (CDFIs) that are located across the U.S. Below are a few key points about CDFIs:

- A Community Development Financial Institution (CDFI) is a privately-owned bank that promotes financial inclusion and economic development to serve lower income communities and neighborhoods.
- CDFIs seek to serve communities that are underserved by the traditional banking sector.
- CDFIs may receive funding from the Federal Government's CDFI fund.
- CDFIs are a growing source of financing with over \$220 billion in assets
- CDFIs are not limited geographically and can serve projects throughout the U.S.
- The existing network of CDFIs is not evenly distributed, leaving many smaller communities with limited access to CDFI financing.
- CDFIs work with a variety of borrowers, including businesses, housing developers, nonprofit service providers, etc.
- CDFIs tend to specialize in the types of projects they finance (affordable housing, minority business, commercial development, etc.)

Although CDFIs have occasionally financed projects in Elkhart County, it is believed there could be a much greater level of investment if we can help them identify opportunities that exist here.

Several communities in Indiana have developed a new model for working with CDFIs. This approach is called "CDFI Friendly" because it focuses on building local capacity to identify projects that could be a good fit for CDFI financing and then market those projects to specific CDFIs. The CDFI Friendly approach involves the creation of a non-profit organization that is staffed by individuals who understand the CDFI industry and have established working relationships. Bloomington and South Bend have recently become

CDFI Friendly communities and are successfully attracting CDFI funding to their communities. Both organizations are also leading the effort to help local businesses respond to the pandemic by developing loan and grant programs for businesses that have been impacted by Covid-19.

CDFI Friendly South Bend has an interest in expanding to include Elkhart County. CDFI Friendly South Bend is a newly formed 501 (c) (3) organization that is serving as a matchmaker between under-resourced individuals, businesses and nonprofits and the CDFI industry. The Mayors and County Commissioners are open to the idea of partnering with CDFI Friendly South Bend, but more research is needed to determine what potential exists in Elkhart County for CDFI financing and whether such a partnership is advisable.

The Mayors and Commissioners would like to engage a consulting firm called CDFI Friendly America to perform an assessment of Elkhart County to determine if it makes sense to move forward with this model (a copy of the scope of work is attached to the interlocal agreement). The assessment will include data analysis, small group meetings and individual interviews with community leaders and a final report with recommendations.

The cost of the assessment is \$34,000, which will be shared by the County and three cities based on population. Goshen's share of the total will be \$5,644. The City of Goshen has been asked to serve as the administrator for the project which will involve such tasks as preparing the interlocal agreement, collecting the contributions from the participating jurisdictions and contracting with CDFI Friendly America on behalf of the group.

## **COMMON COUNCIL RESOLUTION 2020-25**

### **Interlocal Agreement with the County of Elkhart, the City of Elkhart, and the City of Nappanee for Community Development Financial Strategy Evaluation Services**

WHEREAS the City of Goshen, the County of Elkhart, the City of Elkhart, and the City of Nappanee have negotiated an interlocal agreement for Community Development Financial Strategy Evaluation Services.

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 the County of Elkhart, the City of Elkhart, and the City of Nappanee for Community Development Financial Strategy Evaluation Services attached hereto and made a part of this resolution.

PASSED by the Goshen Common Council on November 17, 2020.

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Presiding Officer

ATTEST:

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Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on November \_\_\_\_\_, 2020,  
at \_\_\_\_\_ a.m./p.m.

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Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on November \_\_\_\_\_, 2020.

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Jeremy P. Stutsman, Mayor

**INTERLOCAL AGREEMENT**  
**FOR COMMUNITY DEVELOPMENT FINANCIAL STRATEGY**  
**EVALUATION SERVICES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Elkhart, Indiana (hereinafter referred to as the "County"), the City of Goshen, Indiana (hereinafter referred to as "Goshen"), the City of Elkhart, Indiana ("Elkhart"), and the City of Nappanee, Indiana ("Nappanee") (all parties to this Agreement are hereinafter referred, collectively, as "Parties").

WITNESSETH:

WHEREAS the Parties seek to explore bringing financing from one or more community development financial institutions ("CDFIs") to Elkhart County, including the cities of Elkhart, Goshen, and Nappanee; and

WHEREAS CDFI Friendly America, LLC ("Consultant") has experience in assessing markets in communities and CDFIs working in communities, as well as in assessing, organizing, planning, and implementing CDFI financing strategies in communities throughout the United States; and

WHEREAS the Parties wish to engage a consultant to provide consulting services in assessing the potential roles of CDFI financing within Elkhart County and the potential of developing strategies to promote CDFIs, developing an CDFI friendly business plan, and providing the Parties with consultative support for the implementation of that business plan; and

WHEREAS the Parties desire to enter into the agreement with Consultant, a draft copy of Consulting Agreement with Consultant is attached hereto as Exhibit A, in order to obtain from Consultant the services more particularly described in the Consulting Agreement; and

WHEREAS Goshen has committed to taking the lead in contracting with Consultant with the understanding that the other Parties will contribute to Goshen the cost Consultant's services based on a predetermined calculation for the allocation of expenses, based on population.

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

1. **Definition of Services.** For purposes of this Agreement, the term "Services" shall refer to the services of assessing the Elkhart County market, as well as in assessing, organizing, planning, and implementing CDFI financing strategies in Elkhart County as more fully described in the Consulting Agreement attached hereto.

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

- a. Collecting contributions from other participating Parties prior to entering into an agreement with Consultant;
- b. Contracting with Consultant as required by and in compliance with the applicable statutes governing contracts for public services;
- c. Administering the contract with Consultant;
- d. Providing Consultant's finished work product to all Parties;
- e. Maintaining the documents, contracts, notices, and other records in connection with the Services, including the financial records and providing a financial summary to the Parties for all funds expended and received in connection with the Services;
- f. Providing such other general administrative services as are necessary to complete the Services; and

2. **Municipality Participation.** The total amount of \$34,000.00 will be owed to the Consultant. The Parties shall be responsible for contributing to Goshen proportionate shares of this cost of Consultant's services based on the following allocation:

- a. Elkhart County - \$18,564.00;
- b. City of Goshen - \$5,644.00;
- c. City of Elkhart - \$8,670.00;
- d. City of Nappanee - \$1,122.00.

Payments to Goshen shall be made to Goshen within thirty (30) days of the execution of this Agreement, and Goshen shall then enter into an agreement with Consultant and make payment to Consultant in compliance with the Consulting Agreement. The contributions by the Parties, or changes in amounts thereto, are subject to budget approvals and appropriations by the Parties.

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

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

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

6. Miscellaneous.

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

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

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

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

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

County: Board of Commissioners of the County of Elkhart, Indiana  
Elkhart County Administration Building

117 North Second Street  
Goshen, IN 46526

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

**Goshen:** City of Goshen  
c/o Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528

**Elkhart:** City of Elkhart  
c/o Mayor's Office  
229 S. 2<sup>nd</sup> Street  
Elkhart, IN 46516

**Nappanee:** City of Nappanee  
c/o Mayor's Office  
300 W. Lincoln  
Nappanee, IN 46550

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.

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

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

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

[Signatures on following pages].

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

By: \_\_\_\_\_  
Mike Yoder, President

By: \_\_\_\_\_  
Frank Lucchese, Vice-President

By: \_\_\_\_\_  
Suzanne Weirick, Member

ATTEST:

By: \_\_\_\_\_  
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  
\_\_\_\_\_, 2020, personally appeared the Board of Commissioners of Elkhart County, Indiana  
and Patricia A. Pickens, Elkhart County Auditor, and acknowledged that as said Commissioners and  
Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the  
name of Elkhart County, for the uses and purposes therein mentioned, and that they were authorized so  
to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

My Commission Expires:  
\_\_\_\_\_

**City of Goshen, Indiana**

By: \_\_\_\_\_

Jeremy P. Stutsman, Mayor

ATTEST:

By: \_\_\_\_\_  
Adam C. Scharf, Clerk-Treasurer

STATE OF INDIANA                  )  
    ) SS:  
COUNTY OF ELKHART                )

Before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared Jeremy P. Stutsman, Mayor and Adam C. Scharf, Clerk-Treasurer, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Goshen, Indiana, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

---

Notary Public  
Resident of \_\_\_\_\_ County, IN

My Commission Expires:

---

**City of Elkhart, Indiana**

By: \_\_\_\_\_  
Rod Roberson, Mayor

ATTEST:

By: \_\_\_\_\_  
Printed:

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

Before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared Rod Roberson, Mayor and \_\_\_\_\_, its \_\_\_\_\_, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Elkhart, Indiana, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

My Commission Expires:  
\_\_\_\_\_

**City of Nappanee, Indiana**

By: \_\_\_\_\_  
Phil Jenkins, Mayor

ATTEST:

By: \_\_\_\_\_  
Jeff Knight, Clerk-Treasurer

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

Before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared Phil Jenkins, Mayor and Jeff Knight, Clerk-Treasurer, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Nappanee, Indiana, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

My Commission Expires:  
\_\_\_\_\_

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ELKHART COUNTY COUNCIL

By: \_\_\_\_\_  
John K. Letherman, President

ATTEST:

By: \_\_\_\_\_  
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 \_\_\_\_\_, 2020, personally appeared John K Letherman, President of Elkhart County Council and Patricia A. Pickens, Elkhart County Auditor, and acknowledged that as said President and Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of Elkhart County, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

My Commission Expires:

APPROVAL

The City of Goshen Common Council hereby approves of the above and foregoing Interlocal Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF GOSHEN COMMON COUNCIL

By: \_\_\_\_\_  
Jeremy P. Stutsman, Presiding Officer

ATTEST:

By: \_\_\_\_\_  
Adam C. Scharf, Clerk-Treasurer

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

Before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared Jeremy P. Stutsman, Mayor and Adam C. Scharf, Clerk-Treasurer, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Goshen, Common Council, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

My Commission Expires:  
\_\_\_\_\_

APPROVAL

The City of Elkhart Common Council hereby approves of the above and foregoing Interlocal Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF ELKHART COMMON COUNCIL

By: \_\_\_\_\_  
, Presiding Officer

ATTEST:

By: \_\_\_\_\_  
, its

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

Before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared \_\_\_\_\_, Presiding Officer and \_\_\_\_\_, its \_\_\_\_\_, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Elkhart Common Council for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

My Commission Expires:  
\_\_\_\_\_

APPROVAL

The City of Nappanee Common Council hereby approves of the above and foregoing Interlocal Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF NAPPANEE COMMON COUNCIL

By: \_\_\_\_\_  
Phil Jenkins, Presiding Officer

ATTEST:

By: \_\_\_\_\_  
Jeff Knight, Clerk-Treasurer

STATE OF INDIANA                  )  
    ) SS:  
COUNTY OF ELKHART                )

Before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared Phil Jenkins, Presiding Officer and Jeff Knight, Clerk-Treasurer, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Nappanee Common Council for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

My Commission Expires:

\_\_\_\_\_

This instrument was prepared by Bodie J. Stegelmann, 18180-20, City Attorney,  
City of Goshen, Indiana, 204 E. Jefferson, Suite 2, Goshen, Indiana 46526.

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

## **CONSULTING AGREEMENT**

This CONSULTING AGREEMENT is made this 10th day of August, 2020, by and between **CDFI Friendly America, LLC**, a Pennsylvania Limited Liability Company with offices at 7340 Rural Lane, Philadelphia, PA 19119 (hereinafter the "Consultant"), and the City of Goshen, Indiana, of Goshen, Indiana (hereinafter the "Client").

### **RECITALS**

Client desires to bring financing from one or more community development financial institutions ("CDFIs") to the community of the County of Elkhart including but not limited to the cities of Elkhart, Goshen, and Nappanee (the "Community");

Consultant has extensive experience in assessing markets in communities and CDFIs working in communities, as well as in assessing, organizing, planning, and implementing CDFI financing strategies in communities throughout the United States;

Client desires to engage Consultant to provide consulting services in assessing the potential roles of CDFI financing in the Community, and, and pursuant to subsequent written authorization, perhaps also organizing potential CDFI Friendly strategies, developing an actionable CDFI Friendly business plan, and providing Client with consultative support for the implementation of that business plan; and

Client and Consultant desire to enter into a written contract in order to establish and clarify the terms and conditions of Consultant's engagement.

In consideration of the mutual agreements set forth herein, and intending to be legally bound thereby, Client hereby engages Consultant, and Consultant hereby accepts that engagement, pursuant to the terms and conditions set forth in this Agreement.

### **ARTICLE I ENGAGEMENT**

1.1 Client hereby engages Consultant, on a non-exclusive basis, to provide both project-based and per diem consulting services in the field of CDFI financing, as set forth in the Scope of Work set forth in attached Schedule A (the "Scope of Work"). Consultant agrees to accept that engagement, as detailed in the Scope of Work.

### **ARTICLE II DUTIES**

2.1 In performing the Scope of Work, Consultant shall:

- a. perform its services in a professional manner, using due care and complying with all applicable laws, including Title V of the Gramm-Leach-Bliley Act of 1999, relating to nonpublic personal information, any successor statutes and all rules and regulations enacted thereunder, as well as all applicable state and federal laws;
- b. abide by the standard corporate policies of Client, including any security procedures and Code of Ethics Client shall have provided to Consultant;
- c. keep Client advised of the progress of Consultant's work, provide Client progress reports upon reasonable request, and keep accurate records of hours worked, and the costs of materials and expenses;
- d. be permitted to use the name of Client in its advertising or promotional campaigns except as Client may direct in writing; and

e. be permitted to assign responsibilities to consultants employed by or under contract with Consultant, provided that (1) the services are performed by knowledgeable, qualified personnel in a professional manner and (2) Consultant first secures the written commitment of such individuals to abide by the confidentiality and nondisclosure provisions of Article VI below.

2.2 Until such time as Client may designate a different contact, assignments and instructions for execution of services hereunder and expenditure authorizations shall be provided to Consultant exclusively at the direction of: Mark Brinson.

2.3 Nothing contained in this Agreement shall be construed to limit in any way Consultant's right or ability to work for other clients or employers, regardless of whether that work is similar in nature to the work to be performed for Client, provided that Consultant shall not perform work for any other financial institution on any matter as to which Consultant has knowledge due to its work for Client, without Client's prior written consent.

### **ARTICLE III LIMITATION ON AUTHORITY**

3.1 Neither party may bind the other to any contract, and neither shall incur any financial obligation on behalf of the other party without the other party's prior written consent.

### **ARTICLE IV TERM OF ENGAGEMENT**

4.1 The initial term of this engagement shall commence on \_\_\_\_\_, 2020, and continue until full completion of the Scope of Work (the "Initial Term"). At the end of the Initial Term, any additional work shall be performed on a time-and-expense basis at the applicable rate(s) set forth in Schedule A. In the event of any termination of services either before or after the Initial Term, Client shall pay Consultant, pursuant to the terms of Article V below, for all services rendered plus materials costs and expenses incurred by Consultant in the performance of its obligations hereunder prior to receipt of notice of termination.

### **ARTICLE V COMPENSATION/INDEPENDENT CONTRACTOR**

5.1 Client shall pay Consultant, on a 1099 basis, compensation at the rates set forth in the Scope of Work. Consultant shall invoice services and materials expenses each month. Client shall pay Consultant on a monthly basis, and shall make payment for services rendered each month within forty five (45) days after the invoice date. Client shall reimburse Consultant for business-related airfare and overnight accommodations, and shall also pay Consultant for travel time, including travel between the offices of Consultant and Client, at the rate(s) set forth in Schedule A, only after prior approval of client. Client shall have no other obligation to reimburse Consultant for fuel, tolls, meals or entertainment incurred in the performance of Consultant's duties, except as specifically approved by Client in writing in advance.

5.2 Any invoice not paid within forty five (45) days shall bear interest at the rate of eighteen percent (18%) per annum. Further, if Consultant engages a collection agency or attorney to collect monies past due under this Agreement, Client shall pay Consultant's reasonable collection costs, including attorney fees.

5.3 Consultant understands and acknowledges that Client is engaging Consultant as an independent contractor and not as an employee. Consultant understands and agrees that Client will not be withholding federal, state, local or Medicare taxes, and will not be making unemployment compensation or workers compensation contributions on Consultant's behalf.

## ARTICLE VI CONFIDENTIALITY

6.1 Neither party shall, either during or after this engagement, directly or indirectly use, publish or otherwise disclose or divulge to any third party any Confidential Information of the other, as defined below, except as necessary to perform its obligations under this Agreement. In addition, the parties shall disclose the foregoing information only to those employees or contract workers with a need for such information to perform its obligations hereunder, and shall protect that information with the same degree of care as it protects its own proprietary information, but in no event less than a reasonable degree of care.

(b) The foregoing restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by either party generally without restriction; (3) information that either party establishes by written records was independently developed or acquired by it or its personnel without reliance in any way on other protected information of Client; or (4) information approved for use and disclosure without restriction. Notwithstanding the foregoing restrictions, either may disclose any information to the extent required by an order of any court or other governmental authority, but only after it notifies the other party in writing and the other party has had the opportunity to obtain reasonable protection for such information in connection with such disclosure. Further, disclosures made by either party to a government regulatory agency in furtherance of the services to be performed by Consultant under this Agreement shall not be considered a breach of confidentiality.

(c) As used herein, "Confidential Information" means all of the following information and materials belonging to either party (or to clients' customers and other third parties that have furnished such information to that party in confidence), even if not physically marked as such;

(i) All applications whether server -based or hosted, and operating system software, developed or used by that party and all versions and enhancements thereof same and all future products developed or derived therefrom;

(ii) All source code, object code, , algorithms, coding sheets, compilers, assemblers, design concepts, routines and subroutines, documents and manuals for the software described in subparagraph (i) above;

(iii) Production processes, marketing techniques, mailing lists, purchasing information, price lists, pricing policies, quoting procedures, financial information, legal information, dealer and distributor agreements, licensing agreements, customer prospect names and requirements, customer data, customer site information and other materials or information relating to the manner in which that party conducts business;

(iv) All intellectual property, discoveries, works of authorship and concepts whether or not patentable or protectable by copyright, including without limitation the nature and results of research and development activities, technical information on product or program performance and reliability, processes, formulas, techniques, "know-how", source codes, object codes, designs, drawings and specifications;

(v) Any other materials or information related to the business of either party which are not generally known to others engaged in similar businesses or activities; and

(vi) All discoveries and concepts which are derived from or related to access to or knowledge of any of the above enumerated materials or information.

(d) All copyrights, patents, trade secrets, or other intellectual property rights arising from Consultant's services hereunder shall be deemed works for hire for Client, and shall become the property of Client upon Client's payment of amounts due to Consultant under this Agreement. Notwithstanding the foregoing, Consultant shall be free to use and employ its general skills, know-how, methods, techniques and skills gained or learned during the course of this or any other project if such use can be made without disclosing Confidential Information.

(e) Upon either party's request, or upon termination of this Agreement, the other party shall return, delete or destroy all Confidential Information in its possession, and in the event of deletion or destruction, shall certify

such deletion or destruction in writing; provided that Consultant shall be entitled to retain one digital copy of such Confidential Information pursuant to its Document Retention Policy, the contents of which shall remain subject to the requirements of this Article VI.

(f) The parties expressly acknowledge the materiality of the covenants in this Article VI, and expressly agree that it shall be enforceable by way of preliminary and final injunction in addition to any other remedies available at law or in equity.

(g) The covenants in this Article VI shall survive any termination of this Agreement.

(h) Notwithstanding the provisions of this Article VI, the Client is subject to public access laws that may require disclosure of documents upon proper request.

## **ARTICLE VII NON-DISPARAGEMENT**

7.1 Consultant and Client each agree that they will not, in any communications with any person or agency, the press or other media or in any public medium, including without limitation the internet, ridicule in an offensive manner or make any statement which disparages or is derogatory of the other or any of their respective affiliates, directors or senior officers.

## **ARTICLE VIII LIMITATION OF LIABILITY**

8.1 Neither party shall have any liability to the other for any special, punitive, consequential or exemplary damages whether or not the party was advised of the possibility of such damages, except to the extent such damages are included in a third party claim which is the subject of an indemnification obligation. Neither party shall be liable to the other for any lost profits or business opportunities.

## **ARTICLE IX NOTICE**

9.1 Any notice given to Client pursuant to this Agreement shall be sufficiently given if sent to it by email to [markbrinson@goshencity.com](mailto:markbrinson@goshencity.com) and by certified mail addressed to Mark Brinson, Director, Community Development, 204 East Jefferson Street, Goshen, IN 46528 or such other address or addresses as Client shall designate in writing. Any notice given to Consultant pursuant to this Agreement shall be sufficiently given if sent to Consultant by email to Adina Abramowitz at [adina@cdffriendlyamerica.com](mailto:adina@cdffriendlyamerica.com) and certified mail addressed to Adina Abramowitz, 7340 Rural Lane, Philadelphia, PA 19119 or at such other address as Consultant shall designate in writing.

## **ARTICLE X MISCELLANEOUS**

10.1 The waiver by Client of any breach of any provision of this Agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by Consultant.

10.2 In the event a court shall invalidate either in whole or in part, any section or article of this Agreement, the remainder of this Agreement shall remain in full force and effect and shall be severed from the section or sections, article or articles, deemed invalid.

10.3 Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, severe and unusual weather (such as hurricanes, tornados, floods, or the like), any government or any governmental body, war, insurrection, terrorism, strikes or labor disputes, actual inability (not financial) to procure essential materials, or other similar cause beyond the reasonable control of such party. The party seeking to invoke the application of this section shall be required to

notify the other party within ten (10) days following the commencement of the event of Force Majeure.

10.4 Consultant may not assign its rights or duties under this Agreement.

10.5 This Agreement may be executed in one or more counterparts each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

10.6 This Agreement and the Schedule(s) attached hereto embody the entire understanding of the parties. No amendment or modification of this Agreement shall be valid or binding unless made in a writing signed by the party to be charged.

10.7 This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Indiana.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have executed this Agreement as of the day and year first above written.

City of Goshen, Indiana

By:

---

Jeremy Stutsman, Mayor

Consultant  
**CDFI Friendly America, LLC**

By:



---

Adina Abramowitz  
Managing Member

## Schedule A: Scope of Work for Elkhart County, Indiana

CDFI Friendly America (“the consultant”) will complete an Assessment of Elkhart County including but not limited to the cities of Elkhart, Goshen, and Nappanee on behalf of the County of Elkhart (“the client”). The Assessment is the first of three possible phases of work to assist the County of Elkhart to become a CDFI Friendly community. The other phases are 2. Education, Organizing & Business Planning, and 3. Implementation.

The Assessment will comprise:

- Gather and analyze basic economic, financial, geographic, demographic, and other market data on the County and its communities from the client and others in Elkhart County as well as third-party sources. This data analysis will create a framework for the assessment. To the greatest extent possible, this research will include and complement current existing research.
- Small group meetings and one-on-one interviews via Zoom with approximately 50 key community leaders representing a diversity of interests in Elkhart County, including leaders in the cities of Elkhart, Goshen, and Nappanee. (See a list of suggested categories below.) The purpose of those meetings is to gain multiple and diverse perspectives on conditions in the County and the cities previously named, ongoing work to address conditions, the existence of and capacity to implement public private community development efforts, and the potential for additional finance-led solutions including, but not necessarily limited to, CDFI financing. CDFI Friendly America will advise the client on the selection of participating community leaders but the final selection and scheduling will be the responsibility of the client.
- Preparation of an Assessment Memo constituting a final report and recommendation summarizing key learnings, suggesting how the client might move forward toward a CDFI Friendly strategy, and assessing the community’s apparent readiness and challenges related to a CDFI Friendly strategy. This may include:
  - Factors that seem likely to lead to a successful CDFI Friendly outcome.
  - Obstacles to achieving a CDFI Friendly outcome.
  - An assessment of the community’s readiness to proceed,
  - Financial prospects for funding and capitalizing an effective CDFI Friendly strategy, and
  - Outstanding issues and questions that might require additional conversation or might inform the second phase.

As the final product of the Assessment phase, the Assessment Memo, will inform the decision process for the County and its community partners whether to continue to the Organizing phase of CDFI Friendly America’s services.

The lead partner for this work will be Mark Pinsky, Founding Partner of CDFI Friendly America. As appropriate and necessary, CDFI Friendly America will involve other members of its team.

This scope of work assumes that the County will administer and manage local planning and scheduling with regular guidance from the consultant. The consultant will provide timely instruction and guidance to the County.

CDFI Friendly America will deliver the memo no later than three (3) weeks after completion of its interviews.

For this work, CDFI Friendly America will bill the client a flat \$34,000 fee plus reasonable expenses if any, related to travel, food, lodging, transportation, and possible other incidentals. (At the moment, due to the COVID-19 pandemic, we plan to perform all of our work remotely. We do not anticipate much, if any, expenses as a result. If that situation changes, we would incur expenses.) Should the client seek additional work outside the scope described here, CDFI Friendly America will bill at a *per diem* rate of \$2,500.

**Client’s responsibility:** Client will appoint two City officials to be CDFI Friendly America’s main points of contact: someone relatively senior in the Administration who has responsibility for community development, and someone more junior, who can assist us with logistics and relevant information. This will be an interactive engagement where the Client will be responsible for providing relevant information upon request, assist with identifying people to

participate in the process, and assist with logistics in a timely manner. The Client is ultimately responsible for all strategic decisions about how the organization should proceed towards implementing its goals.

**List of Possible Interview Categories for the Assessment**

- Financial institutions active in the community, particularly those familiar with CDFIs
- Public officials, including but not limited to the County Commissioners, the Mayors of Elkhart, Goshen, and Nappanee, and/or senior staff
- Corporate civic leaders active in the community
- Community development corporations and other community organizations, business development centers, financial literacy and/or mortgage preparedness training centers,
- CDFIs working in the city and region as well as those interested in working in the city, and/or trying to serve Elkhart or the region of north-central and/or northwest Indiana.
- Local activists such as community reinvestment act advocates and others
- Other key players you and others identify.

## ADDENDUM

THIS ADDENDUM is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between CDFI Friendly America, LLC, a Pennsylvania Limited Liability Company (hereinafter referred to as "Consultant") and the City of Goshen, Indiana (hereinafter referred to as "Client");

WITNESSETH:

WHEREAS Consultant and Client are parties to a certain Consulting Agreement dated \_\_\_\_\_, 2020 (the "Agreement") for consulting services in assessing the potential roles of community development financing institutions financing in Elkhart County, and related services;

WHEREAS this Addendum shall be attached to and be a part of the Agreement and shall control in the event of any conflict with the terms and provisions of the Agreement;

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereby mutually and further agree as follows:

1. State Law Provisions.

- a. Non-Discrimination. Pursuant to Indiana Code §22-9-1-10, Consultant and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.
- b. Anti-Nepotism. Consultant is aware of the provisions under Indiana Code §36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. Consultant certifies that none of the owners of Consultant is a relative of any elected Council Member or Commissioner of the County of Elkhart, Indiana.
- c. Investment Activity. Pursuant to Indiana Code §5-22-16.5, Consultant certifies that Consultant is not engaged in investment activities in Iran.
- d. E-Verify Program. Pursuant to Indiana Code §22-5-1.7-11, Consultant agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Consultant after the date of the Agreement through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, Consultant is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. Consultant further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.
- e. Telephone Solicitation Act Compliance. Consultant certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Consultant will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law. Consultant further certifies that any affiliate or principal of Consultant and any agent acting on behalf of Consultant or on behalf of any affiliate or principal of Consultant, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law.
- f. General Requirements. Consultant further agrees to comply with the applicable requirements of Indiana state law with respect to contracting with local governmental entities.

2. No Waiver of Governmental Immunity. Nothing in the Agreement waives or is intended to waive any protections that may be applicable to Client or any of its elected or appointed officials, employees, agents, or

representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that Client or such related parties are provided by law.

3. Insurance.

- a. Prior to commencing work, the Consultant shall furnish Client a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with Client the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Consultant shall specifically include coverage for the Client as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- b. Each certificate shall require that written notice be given to the Client at least thirty (30) days prior to the cancellation or a material change in the policy.
- c. Consultant shall at least include the following types of insurance with the following minimum limits of liability:
  - i. Workers Compensation and Employer's Liability - Statutory Limits
  - ii. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
  - iii. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - iv. Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

DATED EFFECTIVE with the effective date of the Agreement.

City of Goshen, Indiana

By: \_\_\_\_\_  
Jeremy P. Stutsman, Mayor

CDFI Friendly America, LLC

By: \_\_\_\_\_  
Adina Abromowitz,  
Managing Member



**City Clerk-Treasurer  
CITY OF GOSHEN**

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

[clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

12 November 2020

To: Goshen Common Council

From: Adam Scharf

Re: Resolution 2020-26: Transfer of Funds for Emergency Supplies and Services, Ambulance and Related Equipment, COVID-19 Bonus Pay

The City's Department of Finance applied for and received a \$1,089,008 federal grant under the Coronavirus Relief Fund established by the CARES Act of 2020. Certain qualifying police officer and supervisor salaries were used as the basis for application under guidance from the Indiana Finance Authority that opened up public safety payroll expenses as reimbursable under the State of Indiana's regulations.

This change is very advantageous to the City. First, it was easier to document the outlay of 100% of Goshen's allowance of CARES Act monies in a timely fashion. Second, it allows the City to use the out-of-pocket COVID-19 expenses that Finance Dept. has been tracking since March as the basis for a separate federal disaster relief program: FEMA's Public Assistance related to COVID-19. This program reimburses 75% of qualifying expenses. Finance Dept. is currently working on this application process.

State Board of Accounts directed that a separate fund be created for each COVID-19 grant. They further indicated that under the disaster circumstances, they would not take audit exception for expenditure of these grants without the normal appropriation process. We have created Fund 150 for this purpose and have adjusted the City's books so that \$1,089,008 of police full-time salaries was paid from this fund instead of the regular General Fund 101 lines. As a result, there is \$1,089,008 in appropriations that was budgeted for 2020 police salaries that will not be required for that purpose.

Mayor Stutsman's administration requests that some of these unobligated appropriations be reallocated to allow for the purchase of an ambulance and related equipment, the COVID-19 bonus pay previously approved by Ordinance 5059, and to "make whole" (i.e. bring back to \$500,000 in spending authority for 2020) the Board of Works COVID Emergency Supplies and Services line.

## **COMMON COUNCIL RESOLUTION 2020-26:**

### **Transfer of Funds for Emergency Supplies and Services, Ambulance and Related Equipment, COVID-19 Bonus Pay**

AS PER REQUEST BY A DEPARTMENT HEAD OF THE CIVIL CITY OF GOSHEN, INDIANA, FOR THE YEAR 2020, AND FORWARD TO THE COMMON COUNCIL FOR THEIR ACTION AND PASSAGE.

WHEREAS certain extraordinary conditions have developed since the adoption of the existing annual budget for the year 2020 and it is now necessary to transfer the appropriated money into different categories than was appropriated in the annual budget for the various functions of the several departments to meet emergencies;

WHEREAS, it has been shown that certain existing appropriations have unobligated balances that will be available for transferring for such emergencies;

WHEREAS the City of Goshen applied for and received \$1,089,008 from the federal Coronavirus Relief Fund as part of the "CARES Act" for the reimbursement of qualifying salaries for law enforcement officers, which was receipted into Fund 150 – Fed Grant COVID Cares Act, and appropriated pursuant to IC 10-14-3-17(j)(5) as cited in the 29 April 2020 State Board of Accounts Memorandum on the Accounting and Appropriation of COVID-19 Grants;

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, that for the expenses of the City Government the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the purpose specified, subject to the laws governing the same, as follows:

#### **GENERAL FUND – 101**

FROM: Police/Fulltime Personnel 520-11-411.0130	
TO: BD Works/Emergency Supp Svcs 510-07-439.0911.....	\$215,000
FROM: Police/Fulltime Personnel 520-11-411.0130	
TO: BD Works/Emergency Bonus 510-07-411.0160.....	\$330,000
FROM: Police/Fulltime Personnel 520-11-411.0130	
TO: Ambulance/Motor Vehicles 510-12-445.0200.....	\$267,000
FROM: Police/Fulltime Personnel 520-11-411.0130	
TO: Ambulance/Other Equipment 510-12-445.0201.....	\$57,000

PASSED AND ADOPTED BY THE COMMON COUNCIL on the \_\_\_\_\_ day of \_\_\_\_\_, 2020

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Jeremy P. Stutsman, Presiding Officer

ATTEST \_\_\_\_\_  
Adam C. Scharf, Clerk-Treasurer

Presented by me to the Mayor of the City of Goshen, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_ 2020

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Adam C. Scharf, Clerk-Treasurer

This resolution approved and signed by me on the \_\_\_\_\_ day of \_\_\_\_\_ 2020

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Jeremy P. Stutsman, Mayor



Rhonda L. Yoder, AICP  
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN  
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405  
Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185  
[rhondayoder@goshencity.com](mailto:rhondayoder@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

## MEMORANDUM

TO: Goshen Common Council  
FROM: Rhonda L. Yoder, City Planner  
DATE: November 17, 2020  
RE: Ordinance 5060

The Goshen Plan Commission met on October 20, 2020, in regular session and considered a request for a rezoning from Agricultural A-1 District to Residential R-3 District for ±0.7 acres generally located at the northeast corner of Indiana Avenue and Plymouth Avenue, with a common address of 919 W Plymouth Avenue, to be developed with the adjacent parcel recently rezoned to R-3, for approximately 90 apartments in five buildings, with the following outcome:

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

*The recommendation is based on the following:*

1. The rezoning is consistent with the adjacent R-3 zoning and with the existing land use in the area, which includes a mix of commercial, institutional and residential land uses.
2. The rezoning is consistent with the Comprehensive Plan, including:
  - Neighborhoods & Housing, Goal N-7: Expand housing options and opportunities.
3. The R-3 District requirements will be met, including all requirements adjacent to residential land use.

Prior to the Plan Commission meeting, comments/updates were received as follows (copies attached):

- Gregg Lanzen, First Baptist Church, email in support
- Karl Sommers, 850 Walden Lane, email with concerns

After the Plan Commission meeting, a comment was received as follows: “Glad the Commission was unanimous on the apartment complex. Residential upzoning close to the geographic center of a city is like the best solution to housing price issues!”

**To:** Goshen City Plan Commission/Goshen Common Council  
**From:** Rhonda L. Yoder, Planning & Zoning Administrator  
**Subject:** 20-05R – Rezoning, Agricultural A-1 to Residential R-3  
919 W Plymouth Avenue, northeast corner of Plymouth & Indiana Avenue  
**Date:** October 20, 2020

## **ANALYSIS**

Greenwood Rental Properties, LLC, and Jones Petrie Rafinski request a rezoning from Agricultural A-1 District to Residential R-3 District for ±0.7 acres, to be developed with the adjacent parcel recently rezoned to R-3, for approximately 90 apartments in five buildings. The subject property is generally located at the northeast corner of Indiana Avenue and Plymouth Avenue, with a common address of 919 W Plymouth Avenue.

The subject property is a single tax parcel, ±0.7 acres, with ±152' of frontage along Plymouth Avenue and ±192' of frontage along Indiana Avenue. The property is undeveloped and is zoned Agricultural A-1. It is surrounded by an undeveloped parcel that was recently rezoned from A-1 to R-3. The land use in the area is a mix of residential, institutional (Goshen Middle School on the southeast corner, a church on the northwest corner), and commercial, with a gas station, convenience store and car wash on the southwest corner, and medical and professional offices along Indiana and Plymouth.

The subject property was annexed in 1968 and has been zoned A-1 since at least the 1972 zoning map. The A-1 zoning in the area is extensive. The A-1 District permits detached single unit residential dwellings but does not permit multi-unit residential uses.

The proposed rezoning to Residential R-3 is requested to allow development with the adjacent rezoned parcel, for approximately 90 apartments in five buildings. The R-3 District is the only zoning district that permits multi-unit residential development.

Based on the rezoning site plan (enclosed) all developmental requirements of the R-3 District are able to be met, including setbacks, density, and parking.

Dedication of right of way, 40' from the centerline east, is required along Indiana Avenue to meet arterial street requirements.

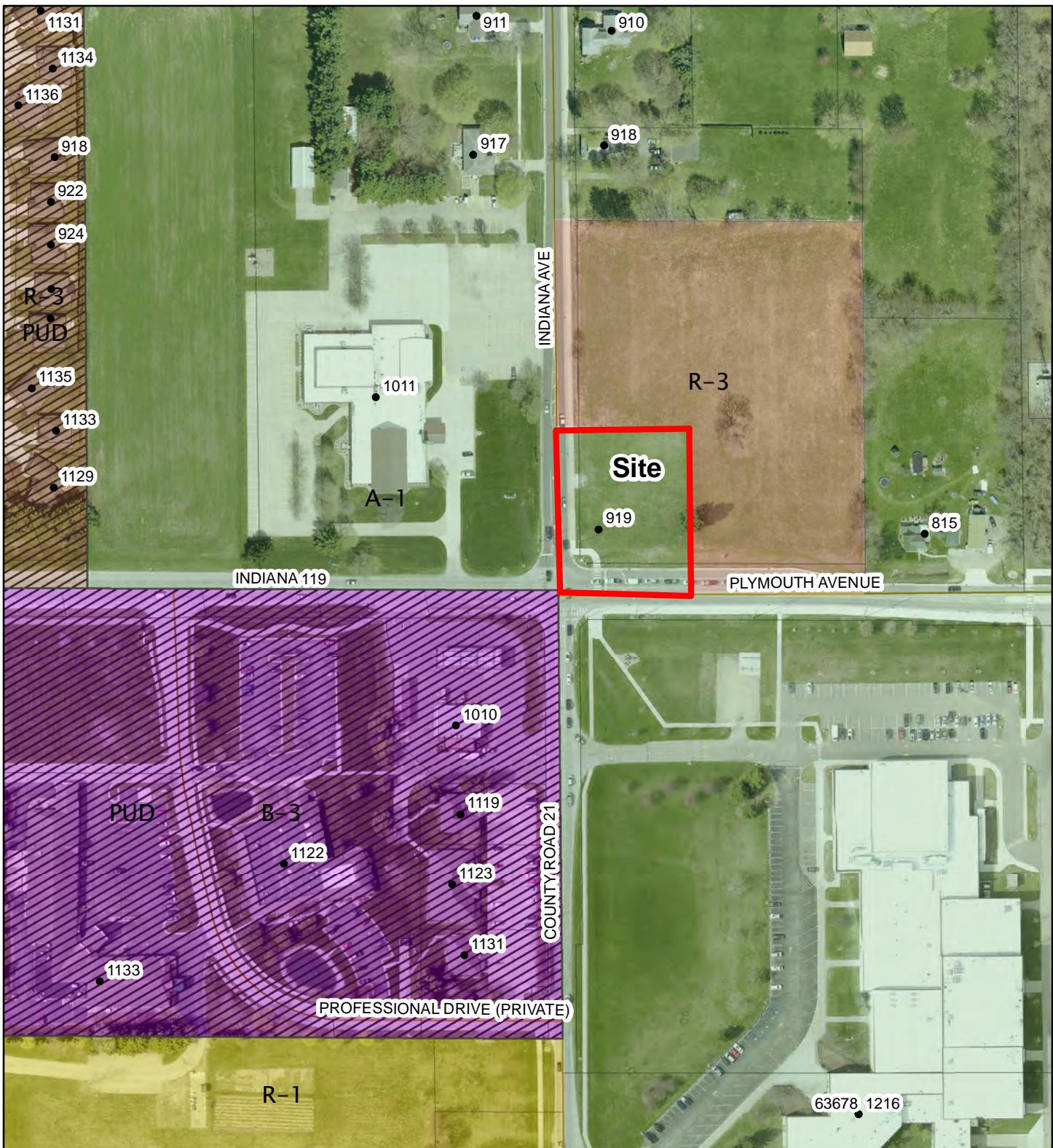
The existing sidewalk along Indiana Avenue will be retained and relocated as needed. A new sidewalk is shown along Plymouth Avenue.

The site plan submitted with the rezoning is not part of the rezoning and is not being reviewed by the Plan Commission or Council, but demonstrates that R-3 requirements are able to be met for the area to be rezoned.

## **RECOMMENDATIONS**

Staff recommends the Plan Commission forward a favorable recommendation to Goshen Common Council for the rezoning from Agricultural A-1 District to Residential R-3 District for subject property generally located at 919 W Plymouth Avenue, based upon the following:

1. The rezoning is consistent with the adjacent R-3 zoning and with the existing land use in the area, which includes a mix of commercial, institutional and residential land uses.
2. The rezoning is consistent with the Comprehensive Plan, including:
  - Neighborhoods & Housing, Goal N-7: Expand housing options and opportunities.
3. The R-3 District requirements will be met, including all requirements adjacent to residential land use.



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.



0 55 110 220  
1 inch = 200 feet

### 919 W Plymouth Avenue - Rezoning

Zoning Map & 2019 Aerial  
Printed October 1, 2020

**The City of Goshen**  
Department of  
Planning & Zoning

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

## Lipscomb, Lori

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**From:** Gregg Lanzen [REDACTED]  
**Sent:** Friday, October 9, 2020 12:16 PM  
**To:** Lipscomb, Lori  
**Subject:** 919 West Plymouth Ave

Mr. Holtzinger and Plan Commission,

We have received notice of the potential rezoning of the property at 919 West Plymouth Avenue.

We do not oppose the rezoning proposal.

We understand that this property may need to be rezoned in order for it to be developed. We trust the Plan Commission to make the best decision regarding rezoning the property and its potential development.

Thank you for informing us of this business.

Dr. Greggory E Lanzen, Lead Pastor  
First Baptist Church  
1011 S. Indiana Ave.  
Goshen, 46526

--

Dr. Gregg Lanzen

*Courage is almost a contradiction in terms. It means a strong desire to live taking the form of a readiness to die. - G. K. Chesterton*

## **Yoder, Rhonda**

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**Subject:** FW: Rezoning Request for 919 West Plymouth Avenue

**Importance:** High

**From:** Karl Sommers [REDACTED]

**Sent:** Monday, October 19, 2020 1:11 PM

**To:** Lipscomb, Lori <[lorilipscomb@goshencity.com](mailto:lorilipscomb@goshencity.com)>

**Cc:** King, Julia <[juliaking@goshencity.com](mailto:juliaking@goshencity.com)>

**Subject:** Rezoning Request for 919 West Plymouth Avenue

**Importance:** High

My name is Karl Sommers. My wife Roxanna and I own property adjoining the east side of the 3.9-acre parcel previously approved for rezoning to R-3, and to be a part of the development identified in the Plan Commission's Notice of Public Hearing for October 20 described as follows:

A request for rezoning from Agricultural A-1 District to Residential R-3 District for ±0.7 acres, to be developed with the adjacent parcel recently rezoned to R-3, for approximately 90 apartments in five buildings. The subject property is generally located on the northeast corner of Indiana Avenue and Plymouth Avenue, with a common address of 919 W. Plymouth Avenue.

We are sending this message to register our views.

**We object to the proposed rezoning** for the following reasons:

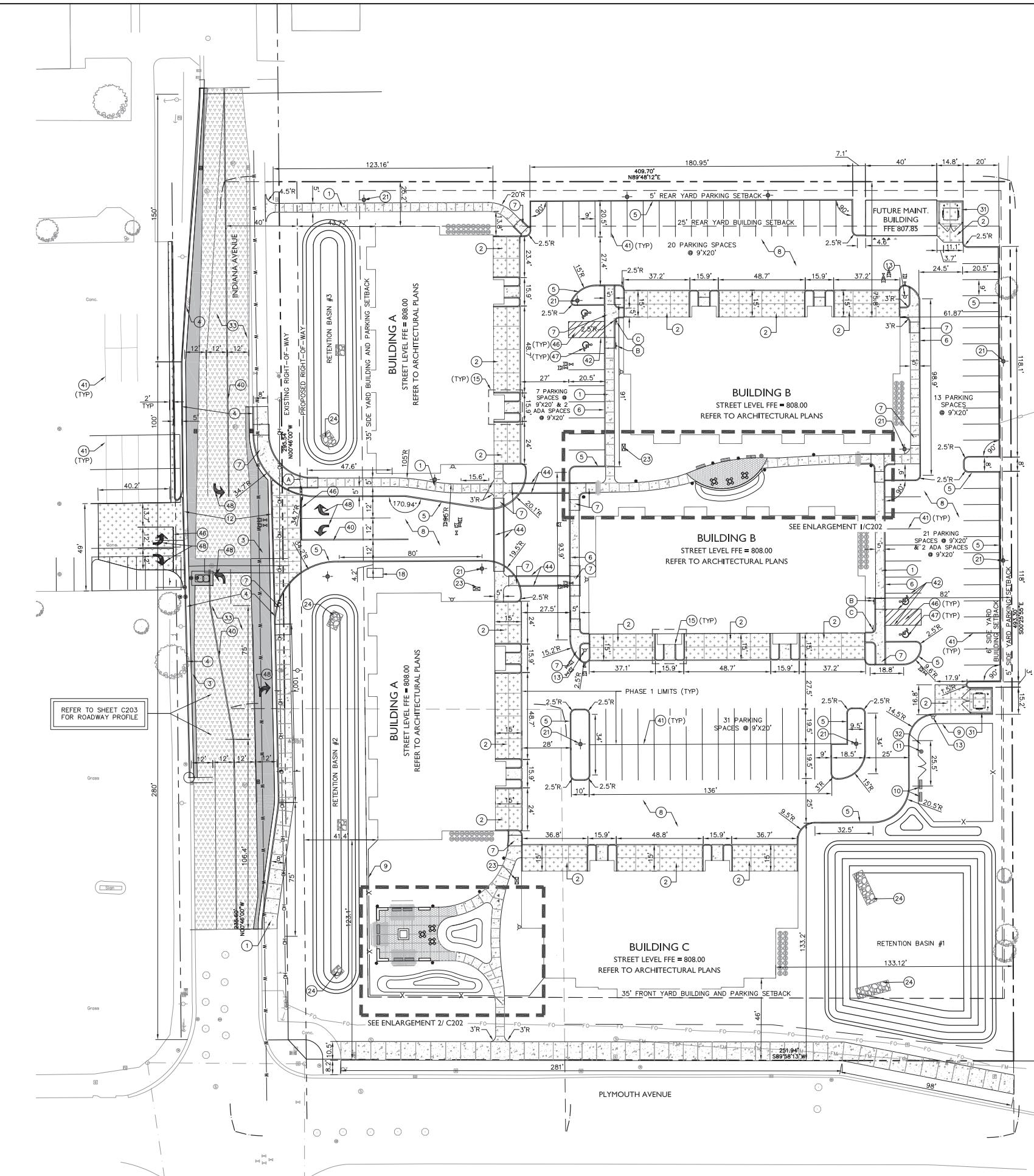
1. Neighborhood Crowding. Given the current character of this neighborhood, we felt the density per acre of the earlier proposal with 4 buildings and 48 apartments was excessive. This new plan surprised us! It feels like a "**bait and switch**" scheme, where the population density is now doubled. This plan will make a significant change to the character of the community. We fear having to deal with the safety and security issues that come from 90 apartments packed in to 4.6 acres. We believe neighboring property values will drop more with this plan over the earlier one.
2. Safety and traffic congestion. While the plan to add lanes to Indiana Avenue would help to deal with the earlier plan, doubling the number of apartments simply creates more traffic congestion. Traffic at the intersection of Indiana and Plymouth is very heavy, especially during the school year. Adding more entrance and exit drives for the residents of these apartments will increase the danger for drivers as well as pedestrians on the northeast corner of Plymouth and Indiana. Many of these pedestrians are middle school children. Changing the zoning to accommodate this use makes an already congested intersection more dangerous, especially for school children.
3. Property Barriers. We request that the developers be required to install fencing (at minimum chain link 6 feet high) as well as a green landscape barrier along the east and north sides of this development to mitigate safety and security issues.

Thank you for considering our concerns.

Sincerely,

Karl and Roxanna Sommers

[REDACTED]  
Goshen, IN 46526  
[REDACTED]



#### DETAILS LEGEND:

- ① CONCRETE PAVEMENT, STANDARD 4" THICK, CONTROL JOINTS 10' O.C., MAXIMUM AND EXPANSION JOINTS 60' O.C., MAXIMUM.  
DETAIL 1 / SD101
- ② CONCRETE PAVEMENT, STANDARD 8" THICK, CONTROL JOINTS 10' O.C., MAXIMUM AND EXPANSION JOINTS 60' O.C., MAXIMUM.  
DETAIL 2 / SD101
- ③ ASPHALT PAVEMENT WITHIN RIGHT-OF-WAY, 1-1/2" HMA SURFACE TYPE B,(165#/SYD) ON TACK COAT OVER, 2-1/2" HMA INTERLAYER TYPE B, (275#/SYD) OVER, 8" HMA BASE TYPE B, (880#/SYD) OVER, 6" COMPACTED #53 AGGREGATE, OVERCOMPACTED SUBGRADE.  
DETAIL 13 / SD101
- ④ STANDARD CURB AND GUTTER  
DETAIL 4 / SD101
- ⑤ STANDARD CURB  
DETAIL 5 / SD101
- ⑥ INTEGRAL CURB WITH SIDEWALK  
DETAIL 6 / SD101
- ⑦ CURE RAMP  
REFER TO SD102
- ⑧ STANDARD ASPHALT PAVEMENT, 1-1/2" HMA SURFACE TYPE B,(165#/SYD) ON TACK COAT OVER, 3" HMA BASE TYPE B, (330#/SYD) OVER, 6" COMPACTED #53 AGGREGATE, OVERCOMPACTED SUBGRADE.  
DETAIL 3 / SD101
- ⑨ ORNAMENTAL FENCE  
DETAIL 10 / SD101
- ⑩ 4' BACKED BENCH. (8 TOTAL)  
DETAIL 7 / SD104 SURFACE MOUNT - REFER TO MANUFACTURER DRAWINGS AND SPECIFICATIONS
- ⑪ TRASH RECEPTACLE (7 TOTAL)  
SURFACE MOUNT - COORDINATE WITH MANUFACTURER DRAWINGS AND SPECIFICATIONS (PER OWNER)  
DETAIL 9 / SD101
- ⑫ DEPRESSED CURB AND GUTTER  
DETAIL 11 / SD101
- ⑬ FIRE HYDRANT OR FIRE CONNECTION  
REFER TO UTILITY PLANS
- ⑭ ORNAMENTAL GATE  
DETAIL 1 / SD102
- ⑮ CURBED PLANTER AND BUILDING ENTRANCE  
REFER TO UTILITY PLANS
- ⑯ INLET DRAIN  
DETAIL 3/SD102
- ⑰ OVERHEAD ARBOR W/ GREEN SCREEN  
DETAIL 4 / SD102
- ⑱ ENTRANCE SIGN (BY OTHERS)  
DETAIL 5 / SD102
- ⑲ METER VAULT  
REFER TO UTILITY PLANS
- ⑳ IRRIGATION METER PIT  
REFER TO UTILITY PLANS
- ㉑ POLE MOUNTED LIGHT FIXTURE  
REFER TO LIGHTING PLAN
- ㉒ LIGHTED BOLLARD  
REFER TO LIGHTING PLAN
- ㉓ ELECTRICAL TRANSFORMER  
INSTALLED BY NIPSCO, CONTRACTOR SHALL COORDINATE  
DETAIL 2 / C501
- ㉔ PVC PIPE FOR STORM WATER WITH METAL END FLARES  
DETAIL 1 / SD101
- ㉕ DECORATIVE STAMPED CONCRETE PAVEMENT, 4" THICK, COLOR, TBD, PATTERN, TBD, CONTROL JOINTS 10' O.C., MAXIMUM AND EXPANSION JOINTS 60' O.C., MAXIMUM,  
DETAIL X / SD103
- ㉖ GABION RETAINING WALL  
DETAIL 4 / SD102
- ㉗ OUTDOOR GAS FIREPLACE  
DETAIL X / SD103
- ㉘ TABLES AND CHAIRS  
DETAIL 2 / SD102
- ㉙ ENTRYWAY TRELLIS  
DETAIL 8 / SD104
- ㉚ TRASH ENCLOSURE  
DETAIL X / SDXXX
- ㉛ DOG PARK STATION  
DETAIL 12 / SD101
- ㉜ 1-1/2" HMA SURFACE TYPE B,(165#/SYD) OVER MILLED ASPHALT BASE, PROVIDE VARIABLE DEPTH WEDGE AND LEVEL WHERE NOTED ON PLANS  
DETAIL 7 / SD101

#### SIGN LEGEND:

- Ⓐ STOP SIGN  
DETAIL 8 / SD101
- Ⓑ HANDICAP PARKING  
DETAIL 8 / SD101
- Ⓒ ADA VAN ACCESSIBLE  
DETAIL 8 / SD101

#### PAVEMENT MARKINGS LEGEND:

- Ⓐ LINE, THERMOPLASTIC, SOLID, YELLOW, 8 IN.  
Ⓐ LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.  
Ⓐ LINE, THERMOPLASTIC, SOLID, BLUE, 4 IN.
- Ⓐ TRAVERSE MARKING, THERMOPLASTIC, WHITE, STOP LINE, 24 IN.  
Ⓐ TRAVERSE MARKING, THERMOPLASTIC, WHITE, CROSSWALK, 6 IN.
- Ⓐ TRAVERSE MARKING, THERMOPLASTIC, YELLOW, CROSSHATCH LINE, 8 IN.
- Ⓐ TRAVERSE MARKING, THERMOPLASTIC, BLUE, ADA CROSSHATCH LINE, 4 IN.
- Ⓐ PAVEMENT MESSAGE MARKING, THERMOPLASTIC, HANDICAP SYMBOL, BLUE  
Ⓐ PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW, WHITE

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PRELIMINARY  
FOR REVIEW  
PURPOSES  
ONLY

INDIANA AVENUE APARTMENTS  
DEVELOPMENT

ANCON CONSTRUCTION

GOSHEN IN 46526

JONES  
PETRIE  
RAFINSKI

Fort Wayne IN  
p: 260.472.5522

Elkhart, IN  
p: 574.233.7762

South Bend IN  
p: 574.232.4388

DESIGNED BY:  
CEE

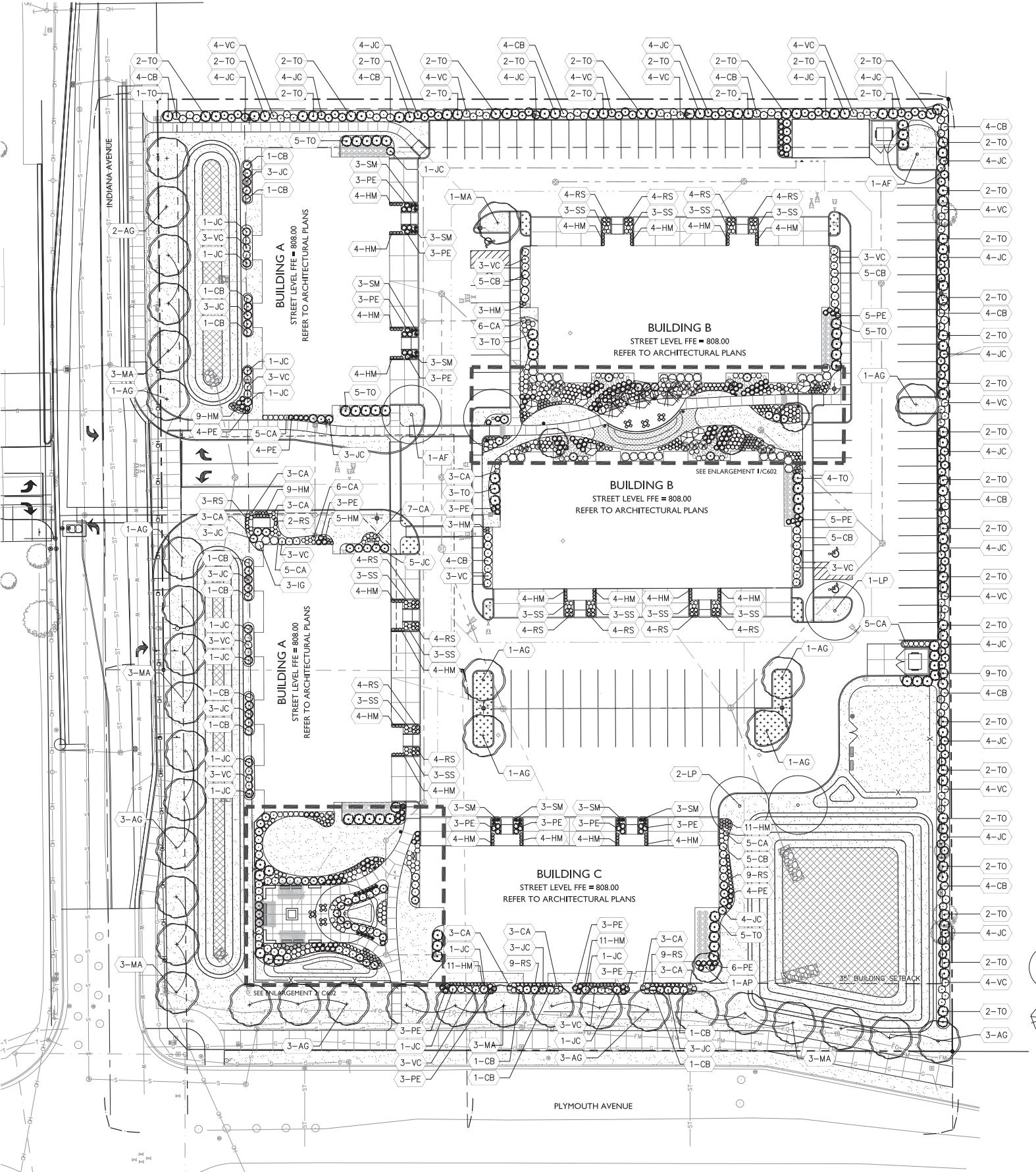
DRAWN BY:  
CEE, ARB, NGD

DATE:  
SEPTEMBER 30, 2020

JOB NUMBER: 2020-0104

SCALE:  
1"=30'

C201



#### GENERAL LANDSCAPE NOTES

- CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATION OF ALL PRIVATE AND PUBLIC UTILITY LINES WHICH AFFECT THIS SITE. CONTRACTOR SHALL ALSO NOTIFY ALL UTILITY COMPANIES PRIOR TO THE COMMENCEMENT OF ANY SITE WORK.
- CONTRACTOR SHALL REVIEW PLANTING SPECIFICATIONS AND PLANTING DETAILS BEFORE BEGINNING WORK.
- CONTRACTOR SHALL VISIT THE PROJECT SITE AND BECOME FAMILIAR WITH CONDITIONS UNDER WHICH WORK SHALL BE IMPLEMENTED PRIOR TO BIDDING.
- CONTRACTOR SHALL NOTIFY CONTRACT OFFICER OF ANY DISCREPANCIES IN THE EXISTING CONDITIONS OR WITHIN THE PLANS PRIOR TO BEGINNING WORK.
- PLANTING BEDS SHALL HAVE FINISHED GRADES SMOOTHED TO ELIMINATE PONDING OR STANDING WATER. CONTRACTOR SHALL MAINTAIN A MINIMUM 1% DRAINAGE AWAY FROM BUILDINGS AND PAVING INTO DRAINAGE STRUCTURE OR TO STREET. CONTRACTOR SHALL NOTIFY OWNER IMMEDIATELY OF ANY CONFLICTS IN MAINTAINING DRAINAGE. IRRIGATION SYSTEM SHALL BE DESIGNED TO ELIMINATE OVERSPRAY ONTO BUILDINGS, STRUCTURES AND MONUMENT SIGNS.
- CONTRACT OFFICER SHALL APPROVE ALL FINISH GRADING PRIOR TO PLACEMENT OF ANY PLANT MATERIAL.
- CONTRACTOR SHALL IMMEDIATELY, UPON THE AWARD OF THE CONTRACT, LOCATE, ORDER AND PURCHASE (OR HAVE HELD) ALL PLANT MATERIAL REQUIRED BY THESE PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY CONTRACT OFFICER FOR OBSERVATION AT THE FOLLOWING TIMES:  
-IRRIGATION MAINLINE AND LATERALS - PRIOR TO BACKFILL AND PRESSURE TEST  
-TREE LOCATIONS - PRIOR TO PLANTING  
-IRRIGATION COVERAGE - PRIOR TO PLANT PLACEMENT  
-PLANT MATERIAL AND SPACING - PRIOR TO PLANTING  
-PRE-MAINTENANCE APPROVAL  
-POST-MAINTENANCE / FINAL APPROVAL
- CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY REPAIRS MADE NECESSARY THROUGH THE ACTIONS/NEGLIGENCE OF THEIR CREW.
- SHRUB AND GROUNDCOVER MASS QUANTITIES ARE SHOWN ON PLANS. UNDERPLANT ALL TREES WITH THE ADJACENT SHRUB AND/OR GROUNDCOVER AS INDICATED BY THE PLANS. PLANTS SHALL BE INSTALLED WITH TRIANGULAR SPACING. PLANT GROUNDCOVERS TO WITHIN 36" OF TREE TRUNK OR 12" OF SHRUB STEMS.
- PLANT SYMBOLS TAKE PRECEDENCE OVER PLANT QUANTITIES SPECIFIED. WHERE SHRUB SYMBOLS ARE MASSED, CONTRACTOR SHALL MAINTAIN A CONSISTENT ON CENTER, TRIANGULAR SPACING AS SPECIFIED IN LEGEND. CONTRACTOR SHALL VERIFY PLANT TOTALS FOR BID PURPOSES.
- ALL ROCKS AND DEBRIS ONE INCH (1") AND LARGER SHALL BE REMOVED FROM PLANTING AREAS TO A DEPTH OF 1'-0" AND THEN FROM THE SITE TO A LEGAL SITE OF DISPOSAL. WHERE GRASS IS TO BE PLANTED, ALL ROCKS AND DEBRIS ONE HALF INCH (1/2") AND LARGER SHALL BE REMOVED.
- PLANTING SOIL SHALL BE A THOROUGHLY GROUNDED AND BLENDED MIXTURE OF EQUAL PARTS OF THE FOLLOWING MATERIALS: ONE THIRD (1/3) TOPSOIL, ONE THIRD (1/3) PEAT MOSS AND ONE THIRD (1/3) SAND. ALL PLANTED AREAS SHALL RECEIVE A MINIMUM OF 6" OF TOPSOIL.
- PRIOR TO PLANT INSTALLATION, CONTRACTOR SHALL IRRIGATE ALL PLANTING AREAS NORMALLY FOR TWO WEEKS TO GERMINATE WEEDS. CONTRACTOR SHALL THEN APPLY CONTACT HERBICIDE TO WEEDS ONLY PER MANUFACTURER, MONSANTO ROUND-UP® OR APPROVED EQUAL.
- PLANT MATERIAL MAY BE REJECTED AT ANY TIME BY CONTRACT OFFICER DUE TO CONDITION, FORM OR DAMAGE BEFORE OR AFTER PLANTING.
- ALL PLANT MATERIAL TO BE PLANTED WITH PLANTING TABLETS ACCORDING TO THE MANUFACTURER'S INSTRUCTION AND AS FOLLOWS:  
-BALED & BURLAPPED PLANT MATERIAL USE TWO (2) 21 GRAM TABLETS PER EACH 1/2" CALIPER  
-7" OR SMALLER CONTAINER PLANT MATERIAL USE THREE (3) 21 GRAM TABLETS PER PLANT  
-5 GALLON CONTAINER PLANT MATERIAL USE TWO (2) 21 GRAM TABLETS PER PLANT  
-3,2, AND 1 GALLON CONTAINER PLANT MATERIAL USE ONE (1) 21 GRAM TABLET PER PLANT  
-PLANTING TABLETS SHALL BE AGIFORM 20-10-5, PLANTING TABLETS PLUS MINORS STOCK NO. 90026 (21 GRAMS OR APPROVED EQUAL)
- ALL PLANT MATERIAL SHALL RECEIVE GRANULAR PLANT FOOD TO THE SURFACE OF THE PLANT BEDS INCLUDING GROUND COVER BEDS WHICH DO NOT CONTAIN MANURE OR PLANTING TABLETS. THE PLANT FOOD SHALL BE SPREAD OVER THE ROOT AREA STARTING 6" FROM THE TRUNK AND EXTENDING TO THE DRIP LINE OF EACH PLANT OR TO THE OUTER EDGE OF THE PLANT BED, WHICHEVER LARGER, AT THE RATE OF 2 POUNDS FOR 100 SQ FT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LANDSCAPE PLANT MATERIAL TO THE LATEST HORTICULTURAL PRACTICE STANDARDS.
- ALL PLANTING BEDS SHALL HAVE A 3 INCH (3") DEPTH OF SHREDDED HARDWOOD MULCH APPLIED AFTER INSTALLATION OF PLANT MATERIAL. MULCH SHALL BE PEST & DISEASE FREE PLANT MATERIAL AND BE FREE OF TWIGS, LEAVES, STONES, CLAY OR OTHER FOREIGN MATERIAL. CONTRACTOR SHALL SUBMIT SAMPLE OF MULCH TO CONTRACT OFFICER FOR APPROVAL PRIOR TO INSTALLATION.
- ALL DESIGNATED PERIMETER PLANTING AREAS SHALL HAVE 4 INCHES (4") PROFESSIONAL GRADE BLACK ANODIZED ALUMINUM EDGING INSTALLED PER MANUFACTURE'S SPECIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR A MINIMUM ONE (1) YEAR GUARANTEE TIME FOR THE REPLACEMENT OF ANY PLANT MATERIAL WHICH DIES AFTER THE DATE OF INSTALLATION ON SITE. THE REPLACEMENT PLANT MATERIAL SHALL BE EQUAL IN SIZE AND QUALITY TO THE PLANT MATERIAL SHOWN ON THE LANDSCAPE PLANS. ALL COSTS FOR THE REMOVAL OF DEAD PLANTS AND THEIR REPLACEMENTS SHALL BE BORNE BY THE CONTRACTOR.
- SUBSTITUTIONS OF PLANT MATERIAL SHALL BE PERMITTED UPON WRITTEN SUBMISSION THAT SPECIFIED PLANT(S) ARE UNAVAILABLE OR UNACCEPTABLE DUE TO HARDNESS. SUBSTITUTE PLANT MATERIAL SHALL BE EQUAL IN SIZE, CHARACTERISTICS AND CONDITION OF PLANT MATERIAL BEING REPLACED. OWNER SHALL BE NOTIFIED AND APPROVE ALL SUBSTITUTIONS PRIOR TO THEIR INSTALLATION.
- PRIOR TO PLANTING, CONTRACTOR SHALL SUBMIT IRRIGATION DESIGN DRAWINGS FOR REVIEW. IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL, AND ALL LANDSCAPE AREAS SHALL BE IRRIGATED, UNLESS DIRECTED OTHERWISE. IRRIGATION CONTRACTOR SHALL INSTALL ALL REQUIRED IRRIGATION STRUCTURES, PIPES, VALVES, ETC. WHICH ARE TO BE PLACED UNDER ANY PAVED AREAS PRIOR TO PAVEMENT INSTALLATION. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED IF IRRIGATION EQUIPMENT IS REQUIRED TO BE INSTALLED AFTER PAVEMENT IS PLACED ON SITE. IRRIGATION CONTRACTOR SHALL HAVE ALL IRRIGATION PLANS APPROVED BY OWNER PRIOR TO ANY INSTALLATION. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE UTILITY CONTRACTOR FOR LOCATION OF IRRIGATION CONNECTION TO WATER SYSTEM.
- CONTRACTOR SHALL INSPECT BACKFILL AND PLACEMENT OF TOPSOIL TO DETERMINE WHETHER OR NOT A "HARDPAN" SITUATION EXISTS OR COULD EXIST DUE TO PREVIOUS SOIL CONDITIONS, PLACEMENT OF AND COMPACTION OF FILL DURING CONSTRUCTION, OR ANY OTHER CONTRIBUTING FACTOR PRIOR TO INSTALLATION OF PLANT MATERIALS. IF SUCH A SITUATION IS FOUND OR ANTICIPATED, IT SHOULD BE BROUGHT TO THE ATTENTION OF JPR AND/OR OWNER IMMEDIATELY, AND PRIOR TO THE INSTALLATION OF PLANT MATERIAL FOR A REMEDY. CONTRACTOR RESPONSIBLE FOR PLANT REPLACEMENT IF PLANT MATERIAL IS PLANTED IN A "HARDPAN" SITUATION.
- DIMENSIONS FOR HEIGHTS, SPREAD AND CALIPER OF TREES SPECIFIED ON THE PLANT LIST ARE GENERAL GUIDES FOR THE MINIMUM DESIRED SIZE OF EACH PLANT. EACH PLANT SHALL HAVE A UNIFORM AND CONSISTENT SHAPE AS IT PERTAINS TO THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK. PLANT MATERIAL WHICH FAILS TO CONFORM TO THE SPECIFICATIONS IS SUBJECT TO REJECTION BY OWNER/JPR.

#### SEEDING NOTES

- ALL DISTURBED AREAS TO BE DRILLED SEEDED WITH THE FOLLOWING GRASS SEED MIXTURE:  
TYPE % BY WEIGHT % BY PURITY % BY GERMINATION  
KENTUCKY BLUE GRASS 36 85 80  
RED FESCUE 30 98 85  
MANHATTAN PERENNIAL RYE 17 98 90  
NORLEA PERENNIAL RYE 17 98 90
- TURF SEED INSTALLATION: SOW SEED WITH DRILL SEEDING MACHINE. EVENLY DISTRIBUTE SEED BY SOWING EQUAL QUANTITIES IN TWO DIRECTIONS AT RIGHT ANGLES TO EACH OTHER.  
DO NOT USE WET SEED OR SEED THAT IS MOLDY OR OTHERWISE DAMAGED.  
DO NOT SET SEED AGAINST EXISTING TREES. LIMIT EXTENT OF SEED TO OUTSIDE EDGE OF PLANTING SAUCER.  
-SOW SEED AT A TOTAL RATE OF 4 LB/1000 SQ FT.  
-RAKE SEED LIGHTLY INTO TOP 1/8 INCH OF SOIL, ROLL LIGHTLY, AND WATER WITH FINE SPRAY.  
-PROTECT SEEDED AREAS WITH SLOPES EXCEEDING 1:3 WITH EROSION-CONTROL BLANKETS INSTALLED AND STAPLED ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS.  
-PROTECT SEEDED AREAS WITH SLOPES NOT EXCEEDING 1:3 BY HYDROMULCH. SPREAD UNIFORMLY AT A MINIMUM RATE OF 1 1/2 TONS/ACRE TO FORM A CONTINUOUS BLANKET OVER SEDED AREAS.

- SATISFACTORY SEDED TURF: AT END OF MAINTENANCE PERIOD (90 DAYS), A HEALTHY, UNIFORM, CLOSE STAND OF GRASS HAS BEEN ESTABLISHED, FREE OF WEEDS AND SURFACE IREGULARITIES, WITH COVERAGE EXCEEDING 90 PERCENT OVER ANY 10 SQ FT AND BARE SPOTS NOT EXCEDING 3 INCHES BY 3 INCHES (3" X 3").

#### PLANT MATERIAL LIST

ID	BOTANICAL NAME	COMMON NAME	SIZE	MATURE SIZE	QTY	ROOT
AF	ACER X FREEMANII 'JEFFREYSRED'	AUTUMN BLAZE FREEMAN MAPLE	2 1/2" CAL	50'HTx40'W	2	B & B
LP	PLATANUS X ACERIFOLIA	LONDON PLANETREE	2 1/2" CAL	65'HTx65'W	5	B & B
AP	ACER PALMATUM 'BLOODGOOD'	BLOODGOOD JAPANESE MAPLE	1 1/2" CAL	20'HTx15'W	4	B & B
AG	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	1 1/2" CAL	25'HTx20'W	21	B & B
MA	MALUS 'ADIRONDACK'	ADIRONDACK CRABAPPLE	1 1/2" CAL	15'HTx10'W	16	B & B
PP	PARROTIA PERSICA	PERSIAN IRONWOOD	2 1/2" CAL	30'HTx20'W	3	B & B
PA	PICEA ABIES 'CUPRESSINA'	COLUMNAR NORWAY SPRUCE	6'-8" HT.	20'HTx8'W	6	B & B
TO	THUJA OCCIDENTALIS 'BRANDON'	BRANDON EASTERN ARBORVITAE	6'-8" HT.	15'HTx8'W	127	B & B
CB	CORNUS ALBA 'BALHALO'	IVORY HALO DOGWOOD	24" SPRD	5'HTx5'W	95	3 GAL
JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	24" SPRD	4'HTx6'W	155	3 GAL
IG	ILEX GLABRA 'CHAMZIN'	NORDIC INKBERRY	24" SPRD	4'HTx4'W	32	3 GAL
RT	RHUS TYPHINA 'BALTEGER'	CUTLEAF STAGHORN SUMAC	24" SPRD	6'HTx6'W	18	3 GAL
SJ	SPIRAEA JAPONICA 'LITTLE PRINCESS'	LITTLE PRINCESS JAPANESE SPIRAEA	24" SPRD	3'HTx3'W	41	3 GAL
VC	VIBURNUM CARLESII 'COMPACTUM'	DAWARF KOREAN SPICE VIBURNUM	24" SPRD	3'HTx4'W	81	3 GAL
CA	CALAMAGROSTIS X AUFICULIA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#1 CONT.	3'HTx4'W	142	1 GAL
PE	PENNSETUM ALOPECUROIDES 'HAMELN'	DAWARF FOUNTAIN GRASS	#1 CONT.	3'HTx18'W	192	1 GAL
SS	SCHIZACHYRUM SCOPARIUM	LITTLE BLUESTEM	#1 CONT.	3'HTx18'W	36	1 GAL
HK	HAKONECHLOA MACRA 'ALL GOLD'	JAPANESE HAKONE GRASS	#1 CONT.	18'HTx18'W	110	1 GAL
HM	HEMEROCALLIS 'STELLA D'ORO'	DAYLILY	#1 CONT.	18'HTx18'W	217	1 GAL
RS	PEROVSKIA ATRIPLIFOLIA 'LITTLE SPIRE'	LITTLE SPIRE RUSSIAN SAGE	#1 CONT.	18'HTx18'W	127	1 GAL
SM	SALVIA X SYLVESTRIS 'MAY NIGHT'	MAY NIGHT SAGE	#1 CONT.	18'HTx18'W	36	1 GAL

CONTRACTOR SHALL PLACE 2" OF WELL DRAINING TOPSOIL MIXED W/ SAND OVER NON-COMPACTED WELL DRAINING SUBGRADE AND SEED AREA W/ TURF GRASS

SEEDED OR SODDED TURF, PER OWNER

LIRIOPE SPICATA, 12" O.C.

LIMESTONE BOULDER - 14" CHUCKS OF LIMESTONE (14"X2"X4") THROUGH KNEPP SAND AND STONE. CONTACT: 260-402-4246

GENERAL NOTES	BY DATE
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CONTRACTOR SHALL BE RESPONSIBLE FOR A MINIMUM ONE (1) YEAR GUARANTEE TIME FOR THE REPLACEMENT OF ANY PLANT MATERIAL WHICH DIES AFTER THE DATE OF INSTALLATION ON SITE. THE REPLACEMENT PLANT MATERIAL SHALL BE EQUAL IN SIZE AND QUALITY TO THE PLANT MATERIAL SHOWN ON THE LANDSCAPE PLANS. ALL COSTS FOR THE REMOVAL OF DEAD PLANTS AND THEIR REPLACEMENTS SHALL BE BORNE BY THE CONTRACTOR.	
SUBSTITUTIONS OF PLANT MATERIAL SHALL BE PERMITTED UPON WRITTEN SUBMISSION THAT SPECIFIED PLANT(S) ARE UNAVAILABLE OR UNACCEPTABLE DUE TO HARDNESS. SUBSTITUTE PLANT MATERIAL SHALL BE EQUAL IN SIZE, CHARACTERISTICS AND CONDITION OF PLANT MATERIAL BEING REPLACED. OWNER SHALL BE NOTIFIED AND APPROVE ALL SUBSTITUTIONS PRIOR TO THEIR INSTALLATION.	
PRIOR TO PLANTING, CONTRACTOR SHALL SUBMIT IRRIGATION DESIGN DRAWINGS FOR REVIEW. IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL, AND ALL LANDSCAPE AREAS SHALL BE IRRIGATED, UNLESS DIRECTED OTHERWISE. IRRIGATION CONTRACTOR SHALL INSTALL ALL REQUIRED IRRIGATION STRUCTURES, PIPES, VALVES, ETC. WHICH ARE TO BE PLACED UNDER ANY PAVED AREAS PRIOR TO PAVEMENT INSTALLATION. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED IF IRRIGATION EQUIPMENT IS REQUIRED TO BE INSTALLED AFTER PAVEMENT IS PLACED ON SITE. IRRIGATION CONTRACTOR SHALL HAVE ALL IRRIGATION PLANS APPROVED BY OWNER PRIOR TO ANY INSTALLATION. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE UTILITY CONTRACTOR FOR LOCATION OF IRRIGATION CONNECTION TO WATER SYSTEM.	
CONTRACTOR SHALL INSPECT BACKFILL AND PLACEMENT OF TOPSOIL TO DETERMINE WHETHER OR NOT A "HARDPAN" SITUATION EXISTS OR COULD EXIST DUE TO PREVIOUS SOIL CONDITIONS, PLACEMENT OF AND COMPACTION OF FILL DURING CONSTRUCTION, OR ANY OTHER CONTRIBUTING FACTOR PRIOR TO INSTALLATION OF PLANT MATERIALS. IF SUCH A SITUATION IS FOUND OR ANTICIPATED, IT SHOULD BE BROUGHT TO THE ATTENTION OF JPR AND/OR OWNER IMMEDIATELY, AND PRIOR TO THE INSTALLATION OF PLANT MATERIAL FOR A REMEDY. CONTRACTOR RESPONSIBLE FOR PLANT REPLACEMENT IF PLANT MATERIAL IS PLANTED IN A "HARDPAN" SITUATION.	
DIMENSIONS FOR HEIGHTS, SPREAD AND CALIPER OF TREES SPECIFIED ON THE PLANT LIST ARE GENERAL GUIDES FOR THE MINIMUM DESIRED SIZE OF EACH PLANT. EACH PLANT SHALL HAVE A UNIFORM AND CONSISTENT SHAPE AS IT PERTAINS TO THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK. PLANT MATERIAL WHICH FAILS TO CONFORM TO THE SPECIFICATIONS IS SUBJECT TO REJECTION BY OWNER/JPR.	

PRELIMINARY  
FOR REVIEW  
PURPOSES  
ONLY

INDIANA AVENUE APARTMENTS  
DEVELOPMENT  
ANCON CONSTRUCTION  
SITE LANDSCAPE PLAN  
2146 ELLIKHART RD

DESIGNED BY: CEE  
DRAWN BY: CEE, ARB, NGD  
DATE: SEPTEMBER 30, 2020  
JOB NUMBER: 2020-0104

Ordinance 5060

Amend Ordinance 3011 by Rezoning Real Estate Hereinafter Described, and Commonly Known as 919 W Plymouth Avenue, from Agricultural A-1 District to Residential R-3 District

WHEREAS Greenwood Rental Properties, LLC, and Jones Petrie Rafinski submitted an application on the 30th day of September 2020 to rezone the real estate hereinafter described from Agricultural A-1 District to Residential R-3 District, and the Goshen City Plan Commission did after proper legal notice conduct a hearing on said Petition as provided by the Law on the 20th day of October 2020, and recommended the adoption of this Ordinance by a vote of 6-0.

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

Property generally located at the northeast corner of Plymouth Avenue and Indiana Avenue, with a common address of 919 W Plymouth Avenue, containing ±0.7 acres, and more particularly described as follows:

Part of the Northwest Quarter of Section 16, Township 36 North, Range 6 East, more particularly described as follows: Commencing at the Southwest corner of the aforesaid Quarter Section and the intersection of County Road 21 and State Road 119; thence due North (assumed) along the West line of the aforesaid Section and County Road 21, 235.60 feet; thence South 89 degrees 07 minutes East, 184.89 feet; thence due South 235.60 feet to the South line of the aforesaid Quarter Section and State Road 119; thence North 89 degrees 07 minutes West along the South line of the aforementioned Quarter Section and State Road 119 a distance of 184.89 feet to the point of beginning.

Less and Excepting:

A part of the Northwest Quarter of Section 16, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, being more particularly described as follows: Commencing at the Southwest corner of the aforesaid Quarter Section and the center of the intersection of County Road 21 and State Road 119 for the POINT OF BEGINNING; thence North 00 degrees 46 minutes West along the West line of the aforesaid Section and the centerline of County Road 21 (Indiana Avenue), a distance of 235.60 feet; thence South 89 degrees 07 minutes East, a distance of 30.00 feet; thence South 00 degrees 46 minutes East, a distance of 185.60 feet to a point 50.00 feet North of the centerline of State Road 119 and South line of the aforesaid Quarter Section; thence South 45 degrees East on an assumed bearing, a distance of 14.14 feet to a point 40.00 feet North of the centerline of State Road 119 and 40.00 feet East of the centerline of County Road 21; thence South 89 degrees 07 minutes East, a distance of 144.89 feet parallel to the centerline of State Road 119; thence South 00 degrees 46 minutes East, a distance of 40.00 feet; thence North 89 degrees 07 minutes West along the centerline of State Road 119 and South line of the aforesaid Quarter Section, a distance of 184.89 feet to the point of beginning of this description. Containing 0.30 acre, more or less.

All of the above shall be rezoned from Agricultural A-1 District to Residential R-3 District, and the zone maps designated and referred to in Ordinance No. 3011 shall hereby be amended and ordered amended to reflect such classification and rezoning of said real estate.

PASSED by the Common Council of the City of Goshen on \_\_\_\_\_, 2020.

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Presiding Officer

Attest:

---

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2020 at \_\_\_\_\_ a.m./p.m.

---

Adam C. Scharf, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on \_\_\_\_\_, 2020.

---

Jeremy P. Stutsman, Mayor



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

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185  
[rhondayoder@goshencity.com](mailto:rhondayoder@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

## MEMORANDUM

TO: Goshen Common Council  
FROM: Rhonda L. Yoder, City Planner  
DATE: November 17, 2020  
RE: Ordinance 5061

The Goshen Plan Commission met on October 20, 2020, in regular session and considered a request for the vacation of the unimproved rights of way of 10th Street and 11th Street south of College Avenue, extending south approximately 142' from the south edge of the College Avenue right of way, zoned Residential R-1S PUD District, with the following outcome:

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

*The recommendation is based upon the following and with the following conditions:*

1. The proposed vacations will not hinder the growth or orderly development of the neighborhood, as the rights of way to be vacated currently do not provide access and are already functionally part of the college campus. Existing utilities in the 11th Street right of way will be maintained, and a utility easement will be retained over the vacated area of 11th Street.
2. The proposed vacations will not make access difficult or inconvenient, as there is no existing access.
3. The proposed vacations will not hinder access to a church, school or other public building or place, as the existing rights of way do not provide any of the described access.
4. The proposed vacations will not hinder the use of the public way, as the public way is currently used only for a water main in the 11th Street right of way, and a utility easement will be retained over the vacated area of 11th Street.
5. That these proceedings shall not deprive any public utility of the use of all or part of the public ways herein being vacated if, at the time these proceedings were initiated, the utility was occupying and using all or part of that public way for the location and operation of its facilities, with a utility easement retained over the vacated area where there are existing utilities.

*No comments or questions were received prior to Plan Commission or at Plan Commission.*

**To:** Goshen City Plan Commission/Goshen Common Council  
**From:** Rhonda L. Yoder, Planning & Zoning Administrator  
**Subject:** 20-01V & 20-03MA  
Vacations & PUD Major Change (public hearings) and PUD Final Site Plan Approval (not a public hearing)  
Goshen College PUD  
**Date:** October 20, 2020

## **ANALYSIS**

Goshen College and Abonmarche Consultants request the following for property generally located on the south side of College Avenue, east of the railroad extending east to S 12th Street, including the rights of way of 9th, 10th and 11th Streets, and 20 tax parcels, with common addresses of 1708 S 9th and 600 through 812 College Avenue, zoned Residential R-1S PUD:

- Vacation of the unimproved rights of way of 10th Street and 11th Street south of College Avenue;
- PUD major change to add the area to the Goshen College PUD as part of an entrance relocation project that will close the existing 9th Street entrance (to accommodate the proposed railroad Quiet Zone) and construct a new entrance to the Goshen College campus in the area of the 10th Street right of way; and
- PUD final site plan approval for the proposed entrance relocation project.

The Goshen College PUD was established as a Special Use in August 1972 by Ordinance 2071. The PUD site plan approved when the PUD was established (dated 5 July 1972; copy attached) has not been formally updated since 1972, as many changes were approved through the Board of Zoning Appeals (BZA). The review process for a PUD is through Plan Commission/Council, so moving forward PUD changes will be submitted to Plan Commission/Council.

When a PUD is developed, it contains specific use and developmental requirements that are in addition to, or in place of, the underlying zoning district requirements. A PUD is always tied to a site plan, with a PUD preliminary site plan adopted when a PUD is established or modified, and a detailed PUD final site plan reviewed as development occurs. A PUD is intended to streamline the review process and provide flexibility based on specific site conditions.

The current application is a result of the City's railroad Quiet Zone project, which was a neighborhood priority identified in the 9th Street Industrial Corridor Plan, developed in 2012. In order to install needed improvements for the College Avenue railroad crossing, the existing campus entrance at 9th Street must be closed. With that entrance closed, a new entrance to the campus is proposed at 10th Street. This will be a private entrance, not a public street, so the existing unimproved right of way is proposed to be vacated, along with the 11th Street unimproved right of way.

The area east of 9th Street to the west side of 12th Street on the south side of College Avenue has never been formally added to the Goshen College PUD, so the PUD major change is proposed to add the area to the PUD and approve the entrance relocation. The petition also includes review of the PUD final site plan for the entrance relocation.

### **Vacation of Unimproved Rights of Way: 10th and 11th Streets South of College**

The areas proposed to be vacated are the unimproved rights of way of 10th Street and 11th Street south of College Avenue. Although there is no recorded subdivision in this area, there is existing right of way for 10th and 11th Streets, with both rights of way unimproved, and both already functioning as part of the college campus.

Based on responses from utility providers, there are no existing utilities in the 10th Street right of way, but there is a public water main in the 11th Street right of way, requiring that an easement be retained over the vacated area of 11th Street.

The Traffic Commission is scheduled to review the proposed vacations on October 15, 2020, after the Staff Report is finalized and distributed, so the Traffic Commission recommendation will be provided to the Plan Commission at the October 20, 2020, meeting.

According to Indiana Code 36-7-3-13 remonstrance or objection to a vacation may only be filed on the following grounds:

- (1) *The vacation would hinder the growth or orderly development of the unit or neighborhood in which it is located or to which it is contiguous.*
- (2) *The vacation would make access to the lands of the aggrieved person by means of public way difficult or inconvenient.*
- (3) *The vacation would hinder the public's access to a church, school, or other public building or place.*
- (4) *The vacation would hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous.*

Because the rights of way are unimproved and do not currently provide access, the vacation will not impact access or use of the public way. Access to the college campus will be provided through a new private entrance at 10th Street. Any existing utilities will remain in place, with an easement.

#### PUD Major Change & PUD Final Site Plan Approval

The subject property is located on the south side of College Avenue, east of the railroad extending east to S 12th Street, including the rights of way of 9th, 10th and 11th Streets, and 20 tax parcels. All tax parcels are owned by Goshen College and the area is functionally part of the college campus, but needs to be formally added to the Goshen College PUD.

The PUD major change will add the area to the Goshen College PUD and approve the entrance relocation project to close the existing 9th Street entrance and construct a new entrance to the campus at 10th Street. As stated previously, the entrance relocation is required as a result of the City's railroad Quite Zone project.

PUD final site plan approval is requested for the proposed entrance relocation project, which is not a public hearing and is reviewed by Plan Commission only. This approval will be contingent on the Council's approval of the PUD major change.

### **RECOMMENDATIONS**

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#### *Vacation of Unimproved Rights of Way: 10th and 11th Streets South of College*

Staff recommends the Plan Commission forward a favorable recommendation to Goshen Common Council for the vacation of the unimproved rights of way of 10th Street and 11th Street south of College Avenue, based upon the following:

1. The proposed vacations will not hinder the growth or orderly development of the neighborhood, as the rights of way to be vacated currently do not provide access and are already functionally part of the college campus. Existing utilities in the 11th Street right of way will be maintained, and a utility easement will be retained over the vacated area of 11th Street.
2. The proposed vacations will not make access difficult or inconvenient, as there is no existing access.
3. The proposed vacations will not hinder access to a church, school or other public building or place, as the existing rights of way do not provide any of the described access.
4. The proposed vacations will not hinder the use of the public way, as the public way is currently used only for a water main in the 11th Street right of way, and a utility easement will be retained over the vacated area of 11th Street.

With approval, the following condition shall apply:

1. That these proceedings shall not deprive any public utility of the use of all or part of the public ways herein being vacated if, at the time these proceedings were initiated, the utility was occupying and using all or part of that public way for the location and operation of its facilities, with a utility easement retained over the vacated area where there are existing utilities.

#### *PUD Major Change*

Staff recommends the Plan Commission forward a favorable recommendation to Goshen Common Council for the PUD major change, to add the area to the Goshen College PUD and approve the entrance relocation project, based upon the following, and with the following conditions:

1. The proposed change is consistent with the existing Goshen College PUD and the area is already functionally part of the college campus.

2. The proposed entrance relocation project will facilitate implementation of the railroad Quiet Zone, a neighborhood priority identified in the 9th Street Industrial Corridor Plan.
3. The proposed entrance relocation project is consistent with the Comprehensive Plan, including:
  - Transportation, Goal T-8: Address issues and explore opportunities to improve quality of life through rail improvements.
4. The approved PUD preliminary site plan is *Goshen College New Campus Entrance College Avenue*, dated 09-30-2020, by Abonmarche.
5. Goshen City Engineering and the Goshen Fire Department shall review and approve the entrance relocation site plan.

*PUD Final Site Plan Approval*

Staff recommends the Plan Commission approve the PUD final site plan for the entrance relocation project, based on the criteria listed above, with the following conditions:

1. Plan Commission approval is contingent on the Council's approval of the PUD major change.
2. Plan Commission approval is contingent on review and approval of the final entrance relocation site plan by Goshen City Engineering and Goshen Fire Department.



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.

#### Right of Way to be Vacated - 10th & 11th Streets

2019 Aerial  
Printed October 2, 2020

N  
Feet

0 40 80 160  
1 inch = 150 feet

**The City of Goshen**  
Department of  
Planning & Zoning

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

## **Yoder, Rhonda**

---

**From:** Hetler, Tara  
**Sent:** Thursday, October 15, 2020 5:48 PM  
**To:** Yoder, Rhonda  
**Subject:** Goshen College

Traffic Commission voted and approved the closure of 9<sup>th</sup> Street and the vacation of the right-of-way's.

Regards,

Tara Hetler  
Engineering Department  
204 E. Jefferson Street, Suite 1  
Goshen, IN 46528  
Ph: 534-2201



ORDINANCE 5061  
VACATION OF PUBLIC WAYS IN THE CITY OF GOSHEN, INDIANA

A Petition having heretofore been filed with the Common Council of the City of Goshen, Indiana, on the 30th day of September 2020 by Goshen College, Inc., requesting the vacation of certain public ways within the Corporate limits of the City of Goshen, Indiana, and more particularly described therein.

The public hearing before the Goshen City Plan Commission and public hearing before the Common Council of the City of Goshen, Indiana, having been scheduled as to said Petition with the hearing before the Goshen City Plan Commission having been held on the 20th day of October 2020, and with the hearing before the Common Council of the City of Goshen, Indiana, having been held on the 17th day of November 2020, and formal legal publication notice as to said hearings having been published in the Goshen News on the 10th day of October 2020, said legal notice having been published being in the words and figures following.

The Common Council of the City of Goshen having received a recommendation and/or report from the Goshen City Plan Commission and having conducted a public hearing on said Petition on the date set forth in said Notice and being duly advised in the premises now finds as follows:

1. The Petition heretofore filed is in proper order, and that proper legal notices of the public hearing conducted with regard to said Petition have been mailed and published.
2. The vacation of the public ways in question would not hinder the growth or orderly development of the City of Goshen, Indiana, or of the neighborhood in which it is located or to which it is contiguous.
3. The vacation of the public ways in question will not make access to the lands of any property owners within the City of Goshen, Indiana, by means of public way difficult or inconvenient.
4. The vacation of the public ways in question will not hinder the public's access to a church, school, or other public building or place.
5. The vacation of the public ways in question will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous.

NOW THEREFORE, be it ordained, ordered, adjudged, and decreed by the Common Council of the City of Goshen, as follows:

1. That said Petition is hereby, in all respects approved and confirmed and the request therein made to vacate public ways is granted.
2. That the following described public ways situated in the City of Goshen, Indiana, are hereby vacated, said public ways being generally described as follows:

The unimproved rights of way of 10th Street and 11th Street, extending south from the south line of the College Avenue right of way;

And more particularly described as follows:

10th Street:

A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 6 EAST,  
CITY OF GOSHEN, ELKHART TOWNSHIP ELKHART COUNTY, INDIANA, AND BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 390.0 FEET EAST OF A POINT WHERE THE NORTH LINE OF SAID SECTION 22 INTERSECTS THE EAST RIGHT-OF-WAY LINE OF THE C.C.C. & ST. LOUIS RAILROAD (NOW KNOWN AS THE NORFOLK AND SOUTHERN RAILWAY COMPANY); THENCE SOUTH, A DISTANCE OF 20.0 FEET TO THE POINT OF BEGINNING, BEING A POINT LOCATED IN THE SOUTH RIGHT-OF-WAY LINE OF COLLEGE AVENUE AND BEING A POINT LOCATED IN THE WEST RIGHT-OF-WAY LINE OF SOUTH 10TH STREET (30 FOOT RIGHT-OF-WAY); THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF COLLEGE AVENUE, A DISTANCE OF 30.0 FEET TO A POINT LOCATED IN THE EAST RIGHT-OF-WAY LINE

OF SAID SOUTH 10TH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 142.0 FEET; THENCE WEST, 30.0 FEET TO A POINT LOCATED IN THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 10TH STREET; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 142.00 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINING 0.10 ACRE, MORE OR LESS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS-OF-WAY OF RECORD.

11th Street:

A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP ELKHART COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 724.32 FEET EAST OF A POINT WHERE THE NORTH LINE OF SAID SECTION 22 INTERSECTS THE EAST RIGHT-OF-WAY LINE OF THE C.C.C. & ST. LOUIS RAILROAD (NOW KNOWN AS THE NORFOLK AND SOUTHERN RAILWAY COMPANY); THENCE SOUTH, A DISTANCE OF 20.00 TO THE POINT OF BEGINNING, BEING A POINT LOCATED IN THE SOUTH RIGHT-OF-WAY LINE OF COLLEGE AVENUE AND BEING A POINT LOCATED IN THE WEST RIGHT-OF-WAY LINE OF SOUTH 11TH STREET (40.0 FOOT RIGHT-OF-WAY); THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF COLLEGE AVENUE, A DISTANCE OF 40.0 FEET TO A POINT LOCATED IN THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 11TH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 142.0 FEET; THENCE WEST, 40.0 FEET TO A POINT LOCATED IN THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 11TH STREET; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 142.00 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINING 0.13 ACRE, MORE OR LESS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS-OF-WAY OF RECORD.

3. That title in fee simple to the-vacated rights of way shall be transferred to the adjoining property owners in the above described real estate.
4. That these proceedings shall not deprive any public utility of the use of all or part of the public ways herein being vacated if, at the time these proceedings were initiated, the utility was occupying and using all or part of that public way for the location and operation of its facilities. Further, with this vacation the City shall require and retain a general utility easement over the entire vacated area of 11th Street.
5. When existing curb cuts are removed, they shall be reconstructed by the property owner(s), removing the existing curb and approaches within the right of way, and reconstructing to City standards to match the design of the curb, gutter, sidewalk, and landscaping within the right of way.
6. Plans for the reconstruction of any existing curb cuts shall be approved by Goshen City Engineering and a right of way permit obtained before the reconstruction occurs.
7. When existing hard surface is removed without redevelopment, the area shall be stabilized by planting grass.
8. This Ordinance shall become effective upon passage by the Council, approved by the Mayor. The Clerk-Treasurer of the City of Goshen shall be responsible for the recording of this Ordinance. A copy of this Ordinance stamped by the County Recorder as having been filed in that office shall be provided to the petitioners by the Clerk-Treasurer of the City of Goshen, with the petitioner being responsible for the recording expenses.

PASSED by the Common Council of the City of Goshen on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2020 at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
Adam C. Scharf, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

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. Rhonda Yoder

This instrument prepared by: Rhonda Yoder  
Goshen City Planning  
City of Goshen, Indiana



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  
[rhondayoder@goshencity.com](mailto:rhondayoder@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

## MEMORANDUM

TO: Goshen Common Council  
FROM: Rhonda L. Yoder, City Planner  
DATE: November 17, 2020  
RE: Ordinance 5062

The Goshen Plan Commission met on October 20, 2020, in regular session and considered a PUD major change to amend the Goshen College PUD by adding area generally located on the south side of College Avenue, east of the railroad extending east to S 12th Street, including the rights of way of 9th, 10th and 11th Streets, and 20 tax parcels, with common addresses of 1708 S 9th and 600 through 812 College Avenue, and approving an entrance relocation project to close the existing 9th Street entrance (to accommodate the proposed railroad Quiet Zone) and construct a new entrance to the Goshen College campus in the area of the 10th Street, with the following outcome:

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

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

1. The proposed change is consistent with the existing Goshen College PUD and the area is already functionally part of the college campus.
2. The proposed entrance relocation project will facilitate implementation of the railroad Quiet Zone, a neighborhood priority identified in the 9th Street Industrial Corridor Plan.
3. The proposed entrance relocation project is consistent with the Comprehensive Plan, including:
  - Transportation, Goal T-8: Address issues and explore opportunities to improve quality of life through rail improvements.
4. The approved PUD preliminary site plan is *Goshen College New Campus Entrance College Avenue*, dated 09-30-2020, by Abonmarche.
5. Goshen City Engineering and the Goshen Fire Department shall review and approve the entrance relocation site plan.

*No comments or questions were received prior to Plan Commission or at Plan Commission.*

**To:** Goshen City Plan Commission/Goshen Common Council  
**From:** Rhonda L. Yoder, Planning & Zoning Administrator  
**Subject:** 20-01V & 20-03MA  
Vacations & PUD Major Change (public hearings) and PUD Final Site Plan Approval (not a public hearing)  
Goshen College PUD  
**Date:** October 20, 2020

## **ANALYSIS**

Goshen College and Abonmarche Consultants request the following for property generally located on the south side of College Avenue, east of the railroad extending east to S 12th Street, including the rights of way of 9th, 10th and 11th Streets, and 20 tax parcels, with common addresses of 1708 S 9th and 600 through 812 College Avenue, zoned Residential R-1S PUD:

- Vacation of the unimproved rights of way of 10th Street and 11th Street south of College Avenue;
- PUD major change to add the area to the Goshen College PUD as part of an entrance relocation project that will close the existing 9th Street entrance (to accommodate the proposed railroad Quiet Zone) and construct a new entrance to the Goshen College campus in the area of the 10th Street right of way; and
- PUD final site plan approval for the proposed entrance relocation project.

The Goshen College PUD was established as a Special Use in August 1972 by Ordinance 2071. The PUD site plan approved when the PUD was established (dated 5 July 1972; copy attached) has not been formally updated since 1972, as many changes were approved through the Board of Zoning Appeals (BZA). The review process for a PUD is through Plan Commission/Council, so moving forward PUD changes will be submitted to Plan Commission/Council.

When a PUD is developed, it contains specific use and developmental requirements that are in addition to, or in place of, the underlying zoning district requirements. A PUD is always tied to a site plan, with a PUD preliminary site plan adopted when a PUD is established or modified, and a detailed PUD final site plan reviewed as development occurs. A PUD is intended to streamline the review process and provide flexibility based on specific site conditions.

The current application is a result of the City's railroad Quiet Zone project, which was a neighborhood priority identified in the 9th Street Industrial Corridor Plan, developed in 2012. In order to install needed improvements for the College Avenue railroad crossing, the existing campus entrance at 9th Street must be closed. With that entrance closed, a new entrance to the campus is proposed at 10th Street. This will be a private entrance, not a public street, so the existing unimproved right of way is proposed to be vacated, along with the 11th Street unimproved right of way.

The area east of 9th Street to the west side of 12th Street on the south side of College Avenue has never been formally added to the Goshen College PUD, so the PUD major change is proposed to add the area to the PUD and approve the entrance relocation. The petition also includes review of the PUD final site plan for the entrance relocation.

### **Vacation of Unimproved Rights of Way: 10th and 11th Streets South of College**

The areas proposed to be vacated are the unimproved rights of way of 10th Street and 11th Street south of College Avenue. Although there is no recorded subdivision in this area, there is existing right of way for 10th and 11th Streets, with both rights of way unimproved, and both already functioning as part of the college campus.

Based on responses from utility providers, there are no existing utilities in the 10th Street right of way, but there is a public water main in the 11th Street right of way, requiring that an easement be retained over the vacated area of 11th Street.

The Traffic Commission is scheduled to review the proposed vacations on October 15, 2020, after the Staff Report is finalized and distributed, so the Traffic Commission recommendation will be provided to the Plan Commission at the October 20, 2020, meeting.

According to Indiana Code 36-7-3-13 remonstrance or objection to a vacation may only be filed on the following grounds:

- (1) *The vacation would hinder the growth or orderly development of the unit or neighborhood in which it is located or to which it is contiguous.*
- (2) *The vacation would make access to the lands of the aggrieved person by means of public way difficult or inconvenient.*
- (3) *The vacation would hinder the public's access to a church, school, or other public building or place.*
- (4) *The vacation would hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous.*

Because the rights of way are unimproved and do not currently provide access, the vacation will not impact access or use of the public way. Access to the college campus will be provided through a new private entrance at 10th Street. Any existing utilities will remain in place, with an easement.

#### PUD Major Change & PUD Final Site Plan Approval

The subject property is located on the south side of College Avenue, east of the railroad extending east to S 12th Street, including the rights of way of 9th, 10th and 11th Streets, and 20 tax parcels. All tax parcels are owned by Goshen College and the area is functionally part of the college campus, but needs to be formally added to the Goshen College PUD.

The PUD major change will add the area to the Goshen College PUD and approve the entrance relocation project to close the existing 9th Street entrance and construct a new entrance to the campus at 10th Street. As stated previously, the entrance relocation is required as a result of the City's railroad Quite Zone project.

PUD final site plan approval is requested for the proposed entrance relocation project, which is not a public hearing and is reviewed by Plan Commission only. This approval will be contingent on the Council's approval of the PUD major change.

### **RECOMMENDATIONS**

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#### *Vacation of Unimproved Rights of Way: 10th and 11th Streets South of College*

Staff recommends the Plan Commission forward a favorable recommendation to Goshen Common Council for the vacation of the unimproved rights of way of 10th Street and 11th Street south of College Avenue, based upon the following:

1. The proposed vacations will not hinder the growth or orderly development of the neighborhood, as the rights of way to be vacated currently do not provide access and are already functionally part of the college campus. Existing utilities in the 11th Street right of way will be maintained, and a utility easement will be retained over the vacated area of 11th Street.
2. The proposed vacations will not make access difficult or inconvenient, as there is no existing access.
3. The proposed vacations will not hinder access to a church, school or other public building or place, as the existing rights of way do not provide any of the described access.
4. The proposed vacations will not hinder the use of the public way, as the public way is currently used only for a water main in the 11th Street right of way, and a utility easement will be retained over the vacated area of 11th Street.

With approval, the following condition shall apply:

1. That these proceedings shall not deprive any public utility of the use of all or part of the public ways herein being vacated if, at the time these proceedings were initiated, the utility was occupying and using all or part of that public way for the location and operation of its facilities, with a utility easement retained over the vacated area where there are existing utilities.

#### *PUD Major Change*

Staff recommends the Plan Commission forward a favorable recommendation to Goshen Common Council for the PUD major change, to add the area to the Goshen College PUD and approve the entrance relocation project, based upon the following, and with the following conditions:

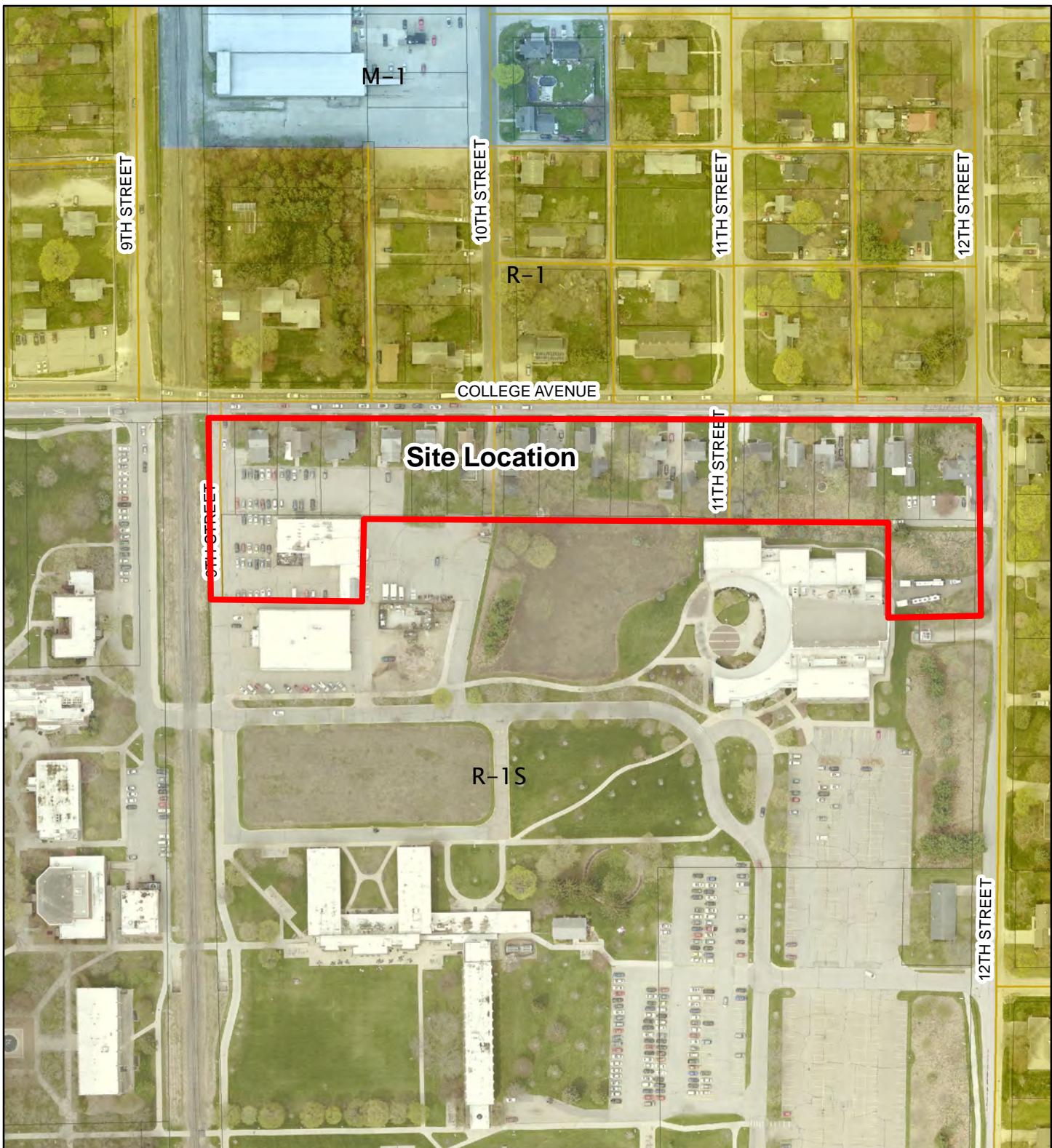
1. The proposed change is consistent with the existing Goshen College PUD and the area is already functionally part of the college campus.

2. The proposed entrance relocation project will facilitate implementation of the railroad Quiet Zone, a neighborhood priority identified in the 9th Street Industrial Corridor Plan.
3. The proposed entrance relocation project is consistent with the Comprehensive Plan, including:
  - Transportation, Goal T-8: Address issues and explore opportunities to improve quality of life through rail improvements.
4. The approved PUD preliminary site plan is *Goshen College New Campus Entrance College Avenue*, dated 09-30-2020, by Abonmarche.
5. Goshen City Engineering and the Goshen Fire Department shall review and approve the entrance relocation site plan.

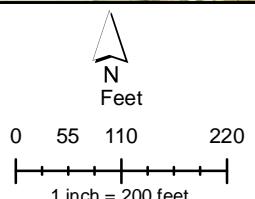
*PUD Final Site Plan Approval*

Staff recommends the Plan Commission approve the PUD final site plan for the entrance relocation project, based on the criteria listed above, with the following conditions:

1. Plan Commission approval is contingent on the Council's approval of the PUD major change.
2. Plan Commission approval is contingent on review and approval of the final entrance relocation site plan by Goshen City Engineering and Goshen Fire Department.



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.

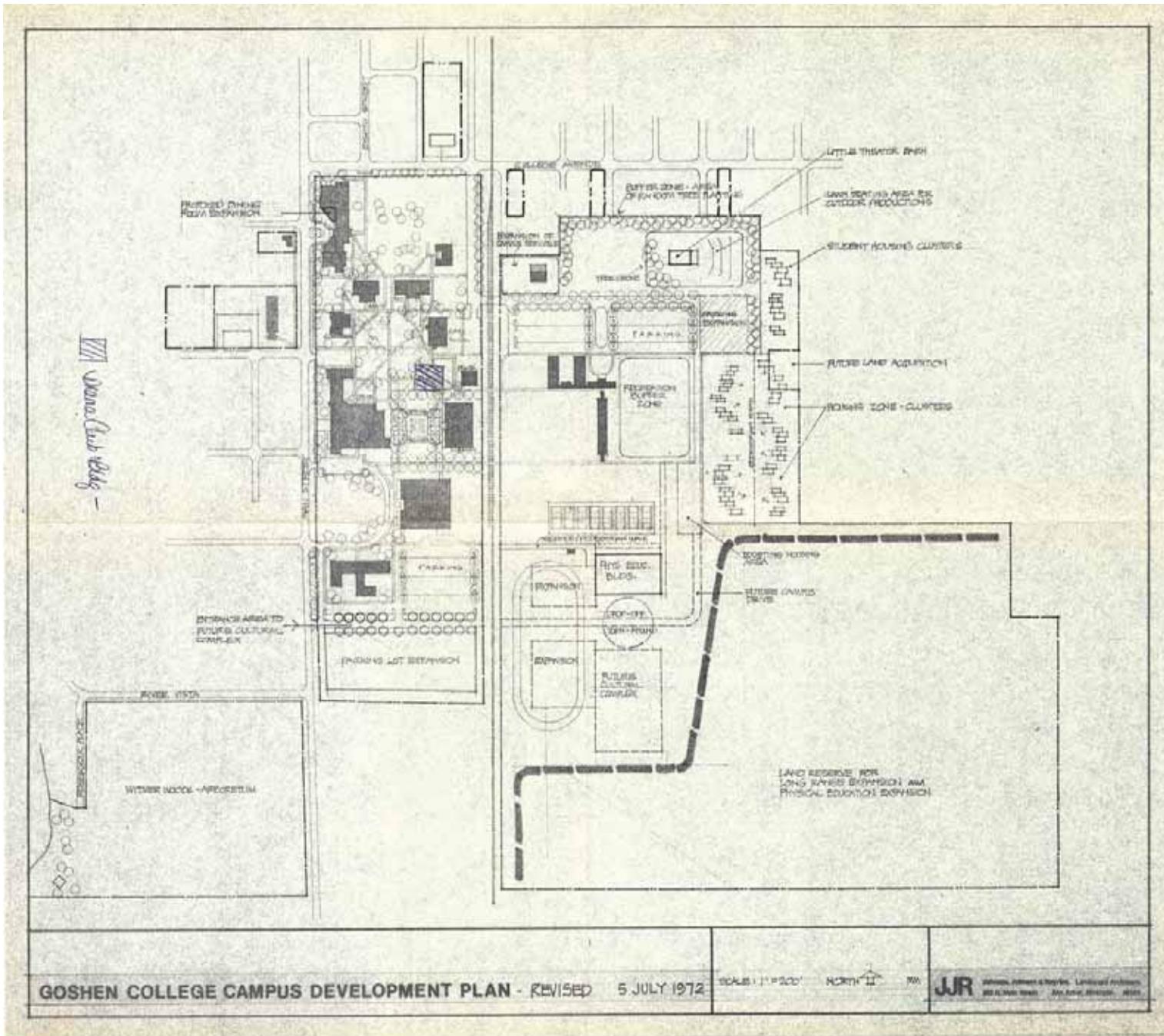


### Goshen College - PUD Major Change

Zoning Map & 2019 Aerial  
Printed October 1, 2020

The City of Goshen  
Department of  
Planning & Zoning

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



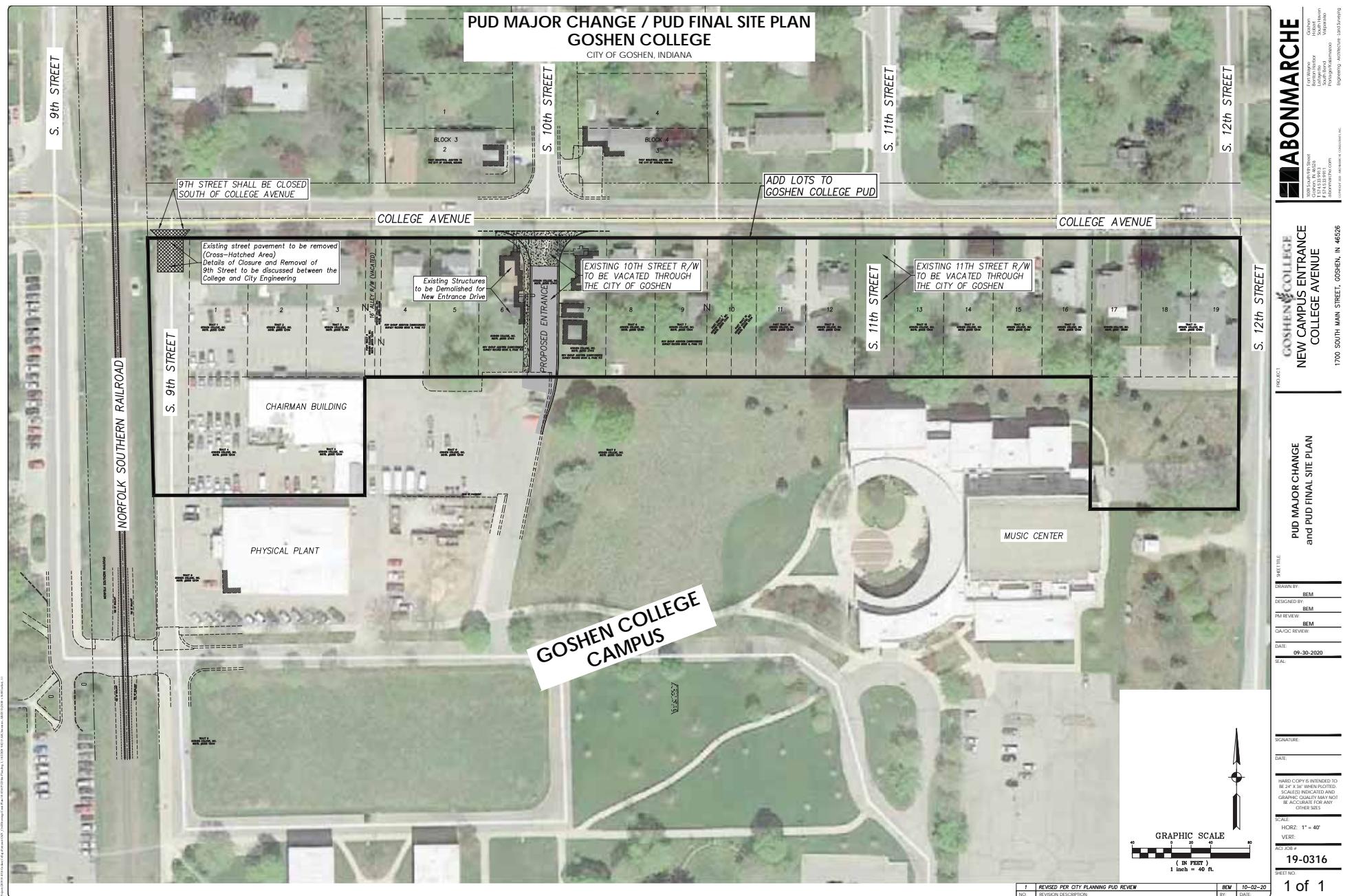
GOSHEN COLLEGE CAMPUS DEVELOPMENT PLAN - REVISED 5 JULY 1972

5 JULY 1972

10Aust: 1° = 200' N. 20m<sup>2</sup>

JJR

**200000, 200000 & 200000 - Limited Editions  
2000 FL TRAIL RIBBON 2000 RIBBON, 2000 RIBBON**



Ordinance 5062

Amend Ordinance 2071 of the Goshen College PUD (Planned Unit Development)

WHEREAS Goshen College and Abonmarche Consultants submitted an application on the 30th day of September 2020, to approve a PUD major change to add area to the Goshen College PUD and approve an entrance relocation on College Avenue, and the Goshen City Plan Commission did after proper legal notice conduct a hearing on said Petition as provided by the Law on the 20th day of October 2020 and recommended the adoption of a PUD major change and this Ordinance by a vote of 6-0.

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

Ordinance 2071 be amended as follows:

1. In addition to requirements established by Ordinance 2071, 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 proposed change is consistent with the existing Goshen College PUD and the area to be added to the PUD is already functionally part of the college campus.
4. The proposed entrance relocation project is consistent with the Comprehensive Plan, including:
  - Transportation, Goal T-8: Address issues and explore opportunities to improve quality of life through rail improvements.
5. The PUD major change will amend the Goshen College PUD by adding area generally located on the south side of College Avenue, east of the railroad extending east to S 12th Street, including the rights of way of 9th, 10th and 11th Streets, and 20 tax parcels, with common addresses of 1708 S 9th and 600 through 812 College Avenue, and approving an entrance relocation project to close the existing 9th Street entrance and construct a new entrance to the campus in the area of the 10th Street.
6. The approved PUD preliminary site plan is *Goshen College New Campus Entrance College Avenue*, dated 09-30-2020, by Abonmarche.
7. Goshen City Engineering and the Goshen Fire Department shall review and approve the entrance relocation site plan.
8. The area to be added to the Goshen College PUD is more particularly described as follows:

**TRACT #1**

A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED 44.0 FEET EAST OF A POINT WHERE THE NORTH LINE OF SAID SECTION 22 INTERSECTS THE EAST RIGHT-OF-WAY LINE OF THE C.C.C. & ST. LOUIS RAILROAD (NOW KNOWN AS THE NORFOLK AND SOUTHERN RAILWAY COMPANY); THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 346.0 FEET TO A POINT LOCATED ON THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH 10TH STREET (30 FOOT RIGHT-OF-WAY); THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 162.0 FEET; THENCE WEST, A DISTANCE OF 346.0 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF SOUTH 9TH STREET (40 FOOT RIGHT-OF-WAY); THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 162.00 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINING LOTS NUMBERED 1-6 (INCLUSIVE) AND A 16 FOOT VACATED ALLEY RIGHT-OF-WAY AS SAID LOTS AND ALLEY ARE KNOWN AND DESIGNATED ON THE UNRECORDED PLAT OF "SHOUP'S SUBDIVISION" AS FILED IN SURVEYOR'S RECORD BOOK 5 IN THE OFFICE OF THE ELKHART COUNTY SURVEYOR.

THE NORTH 20 FEET OF THE ABOVE DESCRIBED BEING THE RIGHT-OF-WAY OF COLLEGE AVENUE.

THE ABOVE DESCRIBED CONTAINING 1.29 ACRE, MORE OR LESS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS-OF-WAY OF RECORD.

**TRACT #2**

A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED 420.0 FEET EAST OF A POINT WHERE THE NORTH LINE OF SAID SECTION 22 INTERSECTS THE EAST RIGHT-OF-WAY LINE OF THE C.C.C. & ST. LOUIS RAILROAD (NOW KNOWN AS THE NORFOLK AND SOUTHERN RAILWAY COMPANY) AND BEING A POINT ON THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH 10TH STREET (30 FOOT RIGHT-OF-WAY); THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 304.32 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH 11TH STREET (40 FOOT RIGHT-OF-WAY); THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 162.0 FEET; THENCE WEST, A DISTANCE OF 304.32 FEET TO A POINT LOCATED IN THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 10TH STREET; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 162.00 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINING LOTS NUMBERED 7-12 (INCLUSIVE) AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE UNRECORDED PLAT OF "SHOUP'S SUBDIVISION" AS FILED IN SURVEYOR'S RECORD BOOK 5 IN THE OFFICE OF THE ELKHART COUNTY SURVEYOR.

THE NORTH 20 FEET OF THE ABOVE DESCRIBED BEING THE RIGHT-OF-WAY OF COLLEGE AVENUE.

THE ABOVE DESCRIBED CONTAINING 1.13 ACRE, MORE OR LESS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS-OF-WAY OF RECORD.

**TRACT #3**

A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED 764.32 FEET EAST OF A POINT WHERE THE NORTH LINE OF SAID SECTION 22 INTERSECTS THE EAST RIGHT-OF-WAY LINE OF THE C.C.C. & ST. LOUIS RAILROAD (NOW KNOWN AS THE NORFOLK AND SOUTHERN RAILWAY COMPANY) AND BEING A POINT LOCATED IN THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH 11TH STREET (40 FOOT RIGHT-OF-WAY); THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 353.08 FEET TO A POINT LOCATED IN THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH 12TH STREET (40 FOOT RIGHT-OF-WAY); THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 162.0 FEET; THENCE WEST, A DISTANCE OF 353.08 FEET TO A POINT LOCATED IN THE EAST RIGHT-OF-WAY LINE OF SOUTH 11TH STREET; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 162.00 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINING LOTS NUMBERED 13-19 (INCLUSIVE) AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE UNRECORDED PLAT OF "SHOUP'S SUBDIVISION" AS FILED IN SURVEYOR'S RECORD BOOK 5 IN THE OFFICE OF THE ELKHART COUNTY SURVEYOR.

THE NORTH 20 FEET OF THE ABOVE DESCRIBED BEING THE RIGHT-OF-WAY OF COLLEGE AVENUE.

THE ABOVE DESCRIBED CONTAINING 1.31 ACRE, MORE OR LESS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS-OF-WAY OF RECORD.

**TRACT #4**

A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 44 FEET EAST OF THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF THE C.C.C. AND ST. LOUIS RAILROAD COMPANY (NOW KNOWN AS THE NORFOLK AND SOUTHERN RAILWAY COMPANY) AND THE NORTH LINE OF SECTION 22, BEING A POINT LOCATED IN THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH 9TH STREET (40 FOOT RIGHT-OF-WAY); THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 162.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EAST, A DISTANCE OF 180.0 FEET; THENCE SOUTH, A DISTANCE OF 121.0 FEET; THENCE WEST, A DISTANCE OF 180.0 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF SOUTH 9TH STREET (40 FOOT RIGHT-OF-WAY); THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 121.0 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINING 0.50 ACRE, MORE OR LESS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHT-OF-WAYS OF RECORD.

**TRACT #5**

A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 1157.4 FEET EAST OF THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF THE C.C.C. AND ST. LOUIS RAILROAD COMPANY (NOW KNOWN AS THE NORFOLK AND SOUTHERN RAILWAY COMPANY) AND THE NORTH LINE OF SECTION 22 AND BEING A POINT LOCATED IN THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH 12TH STREET (40 FOOT RIGHT-OF-WAY); THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 162.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 135.0 FEET; THENCE WEST, A DISTANCE OF 151.32 FEET; THENCE NORTH, A DISTANCE OF 135.00 FEET; THENCE EAST, A DISTANCE OF 151.32 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED BEING LOTS NUMBERED 1, 2, AND 3 AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE RECORD PLAT OF THE ROY SHOUP SUBDIVISION; SAID PLAT BEING RECORDED IN PLAT BOOK 5, PAGE 67, IN THE RECORDS OF THE ELKHART COUNTY RECORDER; SAID PLAT BEING VACATED PER MISCELLANEOUS RECORD 053, PAGE 197, AS RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

THE ABOVE DESCRIBED CONTAINING 0.47 ACRE, MORE OR LESS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHT-OF-WAYS OF RECORD.

The area to be added includes the right of way of 9th Street, and the vacated rights of way of 10th and 11th Streets, all south of College Avenue.

PASSED by the Common Council of the City of Goshen on \_\_\_\_\_, 2020.

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Presiding Officer

Attest:

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Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2020 at \_\_\_\_\_ a.m./p.m.

---

Adam C. Scharf, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on \_\_\_\_\_, 2020.

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Jeremy P. Stutsman, Mayor