



Agenda for the Goshen Common Council

6:00 p.m., February 10, 2025 Regular Meeting

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

Call to Order by Mayor Gina Leichty

Pledge of Allegiance

Roll Call:

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

Approval of Minutes: Unavailable

Approval of Meeting Agenda

Privilege of the Floor

1) Public hearing: Resolution 2025-02 – A resolution related to the financing of the Shanklin Pool Project, the leasing of same to the City, as well as under which terms and conditions, the scheduling and notification of a March 24, 2025 public hearing and the ratification of the appointments of members of the Municipal Building Corporation

Elected Official Reports

Adjournment

For a live stream of the meeting, go to: <https://uso2web.zoom.us/j/81652777559>

RESOLUTION NO. 2025-02

COMMON COUNCIL OF THE
CITY OF GOSHEN, INDIANA

WHEREAS, the Goshen Municipal Building Corporation ("Corporation") has been organized pursuant to the Indiana Non-Profit Corporation Act of 1991 for the purpose of acquiring a site or sites, constructing, renovating, expanding and equipping governmental buildings, including the construction of a new municipal pool, together with all necessary appurtenances, related improvements and equipment ("Project") for use by the City of Goshen, Indiana ("City"); and

WHEREAS, a petition in eight (8) counterparts, signed by fifty-four (54) taxpayers of the City has been filed with the Council requesting the construction of the Project by the Corporation and leasing the Project from the Corporation; and

WHEREAS, such petition has been carefully considered and investigation has been conducted by this Council, both before and after the filing of said petition; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the construction of the Project by the Corporation and the lease of the Project to the City; and

WHEREAS, a proposed lease for the construction of the Project ("Lease") with the Corporation has been submitted; and

WHEREAS, the Lease provides that lease rentals will be payable from an ad valorem property tax levied on all taxable property in the City; and

WHEREAS, the City published a Notice of Preliminary Determination Hearings on January 31, 2025 in *The Goshen News* and mailed such notice to the Elkhart County Clerk and any organizations requesting such notice as provided in Indiana Code 6-1.1-20-3.1, with respect to the ("Project"); and

WHEREAS, the first preliminary determination hearing was held on February 10, 2025 and the second preliminary determination hearing was held on February 24, 2025 in accordance with the notice and the law of the State of Indiana ("State"); and

WHEREAS, the City has made the following information available to the public at the public hearings: (a) the result of the City's current and projected annual property tax debt service payments divided by the certified net assessed value of taxable property within the City, which is 0.06%; (b) the result of (i) the sum of the City's outstanding long term debt, plus the outstanding long term debt of other taxing units that include any of the territory of the City, divided by (ii) the net assessed value of taxable property within the City, which is 9.42%; and (c) the estimated amount of the City's debt service levy and rate that will result during the following 10 years if the City enters into a lease and issues the bonds, after considering any changes that will occur to the debt service levy and rate during that period on account of any outstanding bonds or lease obligations that will mature or terminate during that period as follows:

Year	Estimated Total Debt Service Levy	Estimated Total Debt Service Rate
2026	\$1,021,550	\$0.0545
2027	1,109,800	0.0592
2028	1,115,950	0.0596
2029	1,110,950	0.0593
2030	1,115,800	0.0596
2031	1,109,200	0.0592
2032	1,117,000	0.0596
2033	1,113,000	0.0594
2034	1,117,000	0.0596
2035	1,115,000	0.0595
2036	1,111,000	0.0593

WHEREAS, it now appears to this Council that the Project provides the necessary facilities for the citizens of the City, and that the proposed Lease with the Corporation, as Lessor, provides for fair and reasonable rentals;

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

Section 1. Providing for the financing of the Project by the Corporation and the leasing of same to the City is in the public interest of the citizens of the City, and it is a proper public purpose for which this Council agrees to cooperate with the Corporation and to assist it in fulfilling the requirements of all agencies of the federal, state and county governments.

Section 2. The terms and conditions of the proposed form of the lease are approved and agreed to as the basis for a hearing, as required by law, and that such hearing should be held by this Council upon the necessity for the execution of such lease and whether the lease rentals provided therein are fair and reasonable rentals for the proposed Project, prior to final determination of such questions, so that this Council may determine whether to execute such Lease as now written, or as modified, said hearing to be held March 24, 2025 at 6:00 p.m. in the Council Chambers, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Section 3. The Clerk-Treasurer is authorized and directed to publish a notice of such hearing as required by law.

Section 4. Upon the redemption or retirement of the bonds to be issued by the Corporation, the City will accept from the City title to the Project, free and clear of any and all liens and encumbrances thereon.

Section 5. The Lease will be for a maximum term of twenty (20) years with a maximum annual lease rental of \$1,200,000 with regard to the Interim Tracts (as defined in the Lease) and, at the end of the Interim Period (as defined in the Lease), a maximum annual lease rental of \$1,500,000. The purpose of the Lease is to provide for the financing of the construction of the Project.

Section 6. The Council preliminarily determines to enter into a lease agreement and issue bonds for the Project.

Section 7. The maximum annual lease rentals have been estimated based upon an estimated principal amount of bonds of \$14,000,000, estimated interest rates ranging from 3.50% to 4.75%, and total estimated interest costs of \$7,050,000. The City's current debt service levy is \$350,585 and the current debt service rate is \$0.0197. After the City enters into the proposed lease agreement and the bonds are issued, the debt service levy will increase by a maximum of \$710,565 and the debt service rate will increase by a maximum of \$0.0399. The purpose of the lease agreement is to provide for the construction of the Project.

Section 8. The Clerk-Treasurer is hereby authorized and directed to publish, or cause to be published, the notice of adoption of this preliminary determination in accordance with Indiana law.

Section 9. If a petition pursuant to Indiana Code 6-1.1.-20-3.1 is received by the City, the Secretary of the City is hereby authorized to publish a notice of the applicability of the petition and remonstrance process pursuant to Indiana state law.

Section 10. The Common Council hereby ratifies the appointment of the following members of the Goshen Municipal Building Corporation: Jorge Montenegro, Sharon Welsh and Vince Turner.

Section 11. This resolution shall be in full force and effect from and after its passage.

PASSED AND ADOPTED by the Common Council of the City of Goshen, Indiana, this 24th day of February, 2025.

COMMON COUNCIL OF THE CITY OF
GOSHEN, INDIANA

Presiding Officer

ATTEST:

Clerk-Treasurer

Presented by me to the Mayor of the City of Goshen, Indiana, on the _____ day of February, 2025, at __: __ .m.

Clerk-Treasurer

Signed and approved by me, the Mayor of the City of Goshen, Indiana, this _____ day of February, 2025, at __: __ .m.

Mayor

LEASE AGREEMENT

Between

GOSHEN MUNICIPAL BUILDING CORPORATION
LESSOR

and

CITY OF GOSHEN, INDIANA
LESSEE

Executed this _____ day of March, 2025

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") entered into this ____ day of March, 2025, between the GOSHEN MUNICIPAL BUILDING CORPORATION, an Indiana corporation ("Lessor"), and the CITY OF GOSHEN, INDIANA, a municipal corporation existing under the laws of the State of Indiana ("Lessee" or "City"),

WITNESSETH THAT:

WHEREAS, the Lessor has been organized under the Indiana Non-Profit Corporation Act of 1991 and in pursuance of the provisions of Indiana Code 5-1-14 and Indiana Code 36-1-10 for the purpose of acquiring a site or sites, constructing, renovating, expanding and equipping governmental buildings, including acquiring land, existing building or buildings and demolition thereof, constructing, renovating, improving, or expanding the same, leasing governmental facilities, including the construction of a new municipal pool, together with all necessary appurtenances, related improvements and equipment for the City any other reasonably related costs;

WHEREAS, the Lessor, after entering into a guaranteed maximum price contract pursuant to applicable law, has entered or will enter into contracts with one or more general contractors for the construction of the Project in accordance with such plans and specifications; and

WHEREAS, the annual rentals to be paid under the Lease by the Lessee will be derived from an ad valorem property tax levied on all property taxpayers in the City;

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee the real estate in the City more particularly described in Exhibit A attached hereto and made a part hereof, consisting of City owned buildings located at 320 Steury Avenue, 475 Steury

Avenue, 610 East Plymouth Avenue, 524 East Jackson Street and 410 West Plymouth Avenue (collectively, "Interim Tracts") and the real estate located at 411 W. Plymouth Avenue upon which a new municipal pool will be constructed as more particularly described in Exhibit B attached hereto and made a part hereof ("Project Tract"), including all necessary appurtenances, related improvements and equipment (collectively, "Project") to be constructed by the Lessor according to plans and specifications prepared by engineers employed by the Lessee ("Leased Premises"). Upon the completion of the Project on the Project Tract, the parties agree to execute a termination of the Lease solely as to the existing City properties located on the Interim Tracts, at which time the Interim Tracts will be removed from the definition of Leased Premises.

The above-mentioned plans and specifications may be changed, additional construction work may be performed and equipment may be acquired by Lessor, but only with the approval of Lessee, and only if such changes or modifications or additional construction work or equipment do not alter the character of the buildings or reduce the value thereof. Any such additional construction work or equipment shall be part of the property covered by this Lease. The above-mentioned plans and specifications have been filed with and approved by Lessee.

TO HAVE AND TO HOLD the Leased Premises with all rights privileges, easements and appurtenances thereunto belonging, unto Lessee, for a term of twenty (20) years, beginning, with regard to the Interim Tracts, on the date the Lessor acquires fee simple title to the Interim Tracts and beginning, with regard to the Project Tract, on the date on which the Project is ready for use and ending one day prior to such date twenty (20) years thereafter. However, the term of this Lease will terminate at the earlier of: (a) the exercise by the Lessee of the option to purchase the

Leased Premises and the payment of the option price; or (b) the payment or defeasance of all bonds issued: (i) to finance the cost of the Leased Premises; (ii) to refund such bonds; (iii) to refund such refunding bonds; or (iv) to improve the Leased Premises. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the above-described real estate, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns.

With regard to the Interim Tracts, the date the Lessor acquires fee simple title to the Interim Tracts as further described in Exhibit A shall be endorsed on this Lease at the end hereof by parties hereto as soon as the same can be done after such acquisition, and such endorsement shall be recorded as an addendum to this Lease. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the Interim Tracts, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns.

With regard to the Project Tract, the date the Project on the Project Tract is substantially completed and ready for use shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after such completion, and such endorsement shall be recorded as an addendum to this Lease. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the Project Tract, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns.

1. Rental Payments. With regard to the Interim Tracts, the Lessee agrees to pay rental at the maximum annual rate of \$1,200,000, payable semiannually on January 15 and July 15 ("Interim Rentals"), January 15, 2026 through and including January 15, 2027 for the lease of the Leased Premises (collectively, "Interim Period"). At the end of the Interim Period, the Lessee agrees to pay rental for the Leased Premises at the maximum annual rate of \$1,500,000 payable semiannually on January 15 and July 15 during the term of the Lease. At the end of the Interim Period, the first rental installment shall be due on the day that the Project constructed and equipped on the Project Tract is completed and ready for use July 15, 2027, whichever is later. If the completion date is later than July 15, 2027, the first full rental payment shall be in an amount calculated at the annual rate from the date of payment to the next January 15 or July 15. Thereafter, rental shall be payable in advance in semiannual installments on January 15 and July 15 of each year. The last semiannual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the annual rate specified above from the date such installment is due to the date of the expiration of this Lease.

All Interim Rentals and other rentals payable under the terms of this Lease (collectively, "Lease Rentals") shall be paid by the Lessee to the bank selected as Trustee ("Trustee") under the Trust Indenture between it and the Lessor ("Indenture") or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. All payments so made by the Lessee shall be considered as payment to the Lessor of the Lease Rentals payable hereunder. The bank selected as Trustee shall be endorsed on this Lease at the end hereof

by the parties hereto as soon as the same can be done after selection, and such endorsement shall be recorded as an addendum to this Lease. The date all of the Leased Premises is completed and ready for use shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after such completion, and such endorsement shall be recorded as an addendum to this Lease.

After the sale of the bonds issued to finance the acquisition, construction and equipping of the Leased Premises, the annual rental amount provided for in the first paragraph of this Section 2 shall be reduced to an amount equal to the multiple of \$1,000 next higher than the sum of principal and interest due on such bonds in each twelve-month period ending on any bond payment date (bond year) plus a maximum of Five Thousand Dollars (\$5,000), payable in semiannual installments commencing no earlier than the later of the date or dates the Leased Premises are ready for use or January 15, 2026. Such amount of reduced Interim Rentals shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after the sale of said bonds and such endorsement shall be recorded as an addendum to this Lease.

2. Additional Rental Payments. The Lessee shall pay as further rental for the Leased Premises all taxes and assessments levied against or on account of the Leased Premises and/or the receipt of lease rental payments. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor

conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall pay as further rental the amount calculated by or for Lessor as the amount required to be rebated or paid as a penalty in lieu of rebate to the United States Treasury, after taking into account other available moneys, to prevent the first mortgage bonds issued to finance the acquisition and construction of the Leased Premises from becoming arbitrage obligations under Section 148 of the Internal Revenue Code of 1986, as amended ("Code").

3. Abatement of Rent. In the event the Leased Premises shall be partially or totally destroyed, whether by fire or any other casualty, or are taken under the exercise of the power of eminent domain, so as render them unfit, in whole or part, for use or occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 6 hereof or the condemnation proceeds received by the Lessor, whichever is applicable.

If there is in force on the date of partial or total destruction or taking insurance on the Leased Premises and the rental value thereof, in accordance with the provisions of Section 6 hereof, the rent shall be abated for the period during which the Leased Premises or any part thereof

are unfit or unavailable for occupancy and shall be in proportion to the percentage of floor area which is unfit or unavailable for use.

4. Maintenance, Alterations and Repairs. The Lessee assumes all responsibility for maintenance, repairs and alterations to the Leased Premises. At the end of the term, Lessee shall deliver the Leased Premises to Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. The proceeds of the sale of any personal property shall be paid to the Trustee. Lessee may trade in any obsolete or worn-out personal property on replacement property which replacement property will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property. Lessee need not replace worn out or obsolete personal property, but may replace such property at its own expense, and the replacement property shall belong to Lessee.

5. Insurance. Lessee, at its own expense, will, during the full term of the Lease, keep the Leased Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, with good and responsible insurance companies acceptable to Lessor. Such insurance shall be in an amount equal to one hundred percent (100%) of the full replacement cost of the Leased Premises as certified by a registered architect, registered engineer or professional appraisal engineers, selected by the Lessor, on the effective date of this Lease and on or before the first day of April of each year thereafter. Such appraisal may be based upon a recognized index of conversion factors. During the full term of this Lease, Lessee will also, at its own expense, maintain rent or rental

value insurance in amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause. During the full term of this Lease, Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Leased Premises in an amount not less than Three Million Dollars (\$3,000,000) on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies (or certificates of insurance for each policy) and the certificate of the architect or engineer hereinbefore referred to shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance, including its obligation to continue

the rental payments in case of total or partial destruction of the building as provided in Section 4 hereof.

6. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by Lessor.

Such proceeds shall be applied in one or more of the following ways:

(a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of said power of eminent domain, or

(b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of Indiana Code, Title 36, Article 1, Chapter 10 (which improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct Lessor in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not

required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited by Lessor in the Sinking Fund held by the Trustee under the Indenture.

Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

7. General Covenants. The Lessee shall not assign this Lease or sublet the Leased Premises herein described without the written consent of Lessor. Lessee shall use and maintain the Leased Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities. The Lessee covenants that in any contracts entered into by the Lessee providing for the use of the Leased Premises, which involve the conduct of a separate trade or business, (a) the Leased Premises would be used only (i) by a Governmental Unit within the meaning of Section 141 of the Code or (ii) by non-Governmental Units on the same basis as other members of the general public or (b) would not in the aggregate result in payments to the Lessee in an amount in excess of 5% of the principal of and interest on the first mortgage bonds issued under the Indenture.

8. Option to Renew. Lessor hereby grants to Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and

applicable to the portion of the premises for which the renewal applies, and Lessee shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this Lease.

9. Option to Purchase. Lessor hereby grants to Lessee the right and option, on any rental payment date, upon sixty (60) days' written notice to Lessor, to purchase the Leased Premises at a price equal to the amount required to enable Lessor to liquidate by paying all indebtedness, including all premiums payable on the redemption thereof and accrued and unpaid interest and by paying the expenses and charges of liquidation. In no event, however, shall such purchase price exceed the capital actually invested in such property by Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor: organization and incorporation expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee made not less than sixty (60) days prior thereto, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee on the next rental payment date in order to purchase the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property

was subject when conveyed to Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation in respect to the creditors, members, or security holders of the Lessor.

10. Transfer to Lessee. In the event the Lessee has not exercised its option to renew in accordance with the provisions of Section 9 hereof, and has not exercised its option to purchase the Leased Premises in accordance with the provisions of Section 10 hereof, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises shall thereupon become the absolute property of the Lessee and upon the Lessee's request, Lessor shall execute proper instruments conveying to the Lessee all of Lessor's title thereto.

11. Defaults. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for sixty (60) days after written notice to correct the same; then, in any or

either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

12. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: Goshen Municipal Building Corporation, Attention: President, 202 South 5th Street, Goshen, Indiana 46528; (b) to Lessee: City of Goshen, Indiana, Attention: Clerk-Treasurer, 202 South 5th Street, Goshen, Indiana 46528; (c) to Trustee: at the address shown on the Addendum referred to in the first paragraph of Section 2 hereof.

Lessor and Lessee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

13. Successors or Assigns. All covenants of this Lease, whether by Lessor or Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

14. Construction of Covenants. Lessor was organized for the purpose of acquiring, constructing, renovating and leasing governmental buildings and leasing the same to Lessee under the provisions of Indiana Code, Title 36, Article 1, Chapter 10. All provisions herein contained shall be construed in accordance with the provisions of said statutes, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of said statutes, said statutes shall be deemed to be controlling and binding upon Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf the day and year first hereinabove written.

GOSHEN MUNICIPAL BUILDING
CORPORATION

By: _____
President

Attest:

Secretary

LESSEE

CITY OF GOSHEN, INDIANA

By: _____
Mayor

(Seal)

Attest:

By: _____
Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said City and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Goshen Municipal Building Corporation, and acknowledged the execution of the foregoing Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

(Written Signature)

(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

My Commission Number:

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said City and State, personally appeared Gina Leichty and Richard Aguirre, personally known to me to be the Mayor and Clerk-Treasurer, respectively, of the City of Goshen, Indiana, and acknowledged the execution of the foregoing Lease for and on behalf of said City.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

(Written Signature)

(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

My Commission Number:

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. *Lisa A. Lee*

This instrument was prepared by Lisa A. Lee, Ice Miller, LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282.

EXHIBIT A

INTERIM TRACTS

TRACT I:

Legal Description – 320 Steury Avenue, Goshen, Indiana

Lot 176 in the unrecorded plat of Hastings Lincoln Avenue Addition to Goshen, Indiana, and more particularly described as follows:

Commencing at an iron pipe marking the Northwest corner of Lot 5 in the recorded plat of Modern Home Plaza Addition to Goshen, Indiana; thence South 00 degrees, 01 minute, 49 seconds West, along the East right-of-way of Steury Avenue, 249.77 feet, to an iron pipe at the point of beginning of this description; thence continuing along the last described line and bearing, 100.0 feet, to an iron pipe; thence East, 440.0 feet; thence North 00 degrees 01 minutes, 49 seconds East, 100.0 feet; thence West, 440.0 feet to the point of beginning.

ALSO:

Lot 177 in the unrecorded plat of Hastings Lincoln Avenue Addition to Goshen, Indiana, and more particularly described as follows:

Commencing at an iron pipe marking the Northeast corner of Lot 5 in the recorded plat of Modern Home Plaza Addition to Goshen, Indiana; thence South 00 degrees, 01 minute, 49 seconds West, along the East right-of-way of Steury Avenue, 349.77 feet to an iron pipe at the point of beginning of this description; thence continuing along the last described line and bearing, 100.0 feet, to a rebar; thence East, 440.0 feet; thence North 00 degrees, 01 minute, 49 seconds East, 100.00 feet; thence West, 440.0 feet to the point of beginning.

Legal Description – 475 Steury Avenue, Goshen, IN

A part of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section Three (3), and the East Half (E ½) of the Northwest Quarter (NW ¼) of Section Ten (10), both in Township Thirty-six (36) North, Range Six (6) East, more particularly described as follows:

A tract on the west side of Steury Avenue (formerly Hastings Street) in the City of Goshen, Indiana; commencing at a stone marking the southwest corner of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section Three (3), Township Thirty-six (36) North, Range Six (6) East; thence N.89°46'00"E. along the line dividing Sections Three (3) and Ten (10) of said Township and Range, a distance of 453.10 feet to an iron stake; thence N.00°45'00"E., a distance of 365.7 feet to an iron stake, and the place of beginning of this description; thence N.89°38'00"E., a distance of 368.65 feet to the west line of Steury Avenue (formerly Hastings Street); thence S.00°22'00"E., a distance of 1,395.31 feet to the southeast corner of Lot Numbered 148 of the unrecorded Plat of Hastings Lincoln Avenue Addition to the City of Goshen, and the north line of Center Street; thence S.89°04'00"W. along the north line of Center Street, a distance of 396 feet;

thence N.00°45'00"E., a distance of 1,399.2 feet to the place of beginning, being Lots Numbered 148 to 161, inclusive, on the unrecorded Plat of Hastings Lincoln Avenue Addition to the City of Goshen, Indiana.

LESS AND EXCEPTING:

A part of the Southwest Quarter (SW ¼) of Section Three (3), Township Thirty-six (36) North, Range Six (6) East, City of Goshen, Elkhart Township, Elkhart County, Indiana, more particularly described as follows:

Beginning at a ¾ inch iron pipe in concrete marking the southwest corner of James Minor Subdivision (Plat Book 26, page 33); thence

1. N.89°56'24"E. (assumed bearing) along the south line of said James Minor Subdivision, a distance of 368.61 feet to a ¾ inch iron pipe in concrete marking the southeast corner of said subdivision and being the west right-of-way line of Steury Avenue (formerly Hastings Street); thence
2. S.00°06'04"E. along said right-of-way, a distance of 80.00 feet to a rebar with cap marked Brads-Ko 0041; thence
3. S.89°56'31"W., a distance of 371.18 feet to a rebar with cap marked Brads-Ko 0041 in the east line of land owned by Gregory S. and Stephanna L. Faubion (Instrument #2005-10250); thence
4. N.00°57'02"E. along said Faubion land, a distance of 80.00 feet to the beginning.

Containing 0.68 acre, more or less.

Containing 11.6 acres, more or less.
Parcel No. 20-11-10-126-009.000-015

Legal Description – 610 E. Plymouth Avenue, Goshen, Indiana

A part of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 15, Township 36 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, Indiana and more particularly described as follows:

Commencing at an iron pipe marking the intersection of the South line of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of said Section 15 and the East line of the former C.C.C. & St. Louis Railroad right of way; thence on an assumed bearing of due North along the East line of said railroad right of way, a distance of 330.50 feet to a rebar marking the intersection of the North line of Jackson Street and the East line of said railroad right of way and the point of beginning of this description; thence continuing on a bearing of due North along the East line of said railroad right of way, a distance of 414.73 feet to a rebar marking the intersection of the South line of Plymouth Avenue and the East line of said railroad right of way; thence South 88 degrees 45 minutes 00 seconds East along the South line of Plymouth Avenue, a distance of 170.68 feet to a rebar marking

the intersection of the South line of Plymouth Avenue and the West line of a 20 foot wide alley; thence South 0 degrees 02 minutes 00 seconds East along the West line of said alley, a distance of 413.67 feet to a rebar marking the intersection of the West line of said alley and the North line of Jackson Street; thence North 89 degrees 06 minutes 30 seconds West along the North line of Jackson Street, a distance of 170.90 feet to the point of beginning of this description.

Legal Description – 524 E. Jackson Street, Goshen, Indiana

Lots Numbered Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), and Twenty-one (21) as the said Lots are known and designated on the recorded Plat of the Harper & Burris Addition to the City of Goshen thereof recorded in Plat Book 1, page 126 in the Office of the Recorder of Elkhart County, Indiana, and the North Half (1/2) of the vacated alley adjacent to the South of Lots Numbered Ten (1) and Eleven (11).

Legal Description – 410 W. Plymouth Avenue

Commencing on the East and West center line running through Section 16, Township 36 North, Range 6 East, where it intersects the West line of the Hydraulic Race Bank; thence West on said center line to the Elkhart River; thence following the meanderings of said river to Plymouth Avenue or Road; thence Eastwardly along said avenue or road to the center of Third Street in Goshen, Indiana; thence Southerly across the said Hydraulic Canal to the West line of the bank of said Hydraulic Canal at a point due West of the Northwest corner of Lot 39 in Wilson and Bartholomew's Addition to Goshen, Indiana; thence Southerly along the West line of said Hydraulic Canal on the race bank to the place of beginning, containing 16.80 acres, more or less.

AND

The West end of Lot Number Four (4), School Section Sixteen (16) Township Thirty-six (36) north, Range six (6) east, Goshen, Corporation, Elkhart County, Indiana.

LESS AND EXCEPTING

A part of the North Half of Section 16, Township 36 North, Range 6 East, Elkhart County, Indiana, and being that part of the City of Goshen's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit A, described as follows:

Commencing at the southwest corner of said half section; thence North 89 degrees 25 minutes 06 seconds East 1,632.25 feet along the south line of said half section to the centerline of S.R. 119; thence along said centerline the following four (4) courses: (1) thence North 84 degrees 57 minutes 04 seconds East 114.80 feet; (2) thence northeasterly 778.36 feet along an arc to the left having a radius of 1505.45 feet and being subtended by a long chord having a bearing of North 70 degrees 08 minutes 22 seconds East and a length of 769.72 feet; (3) thence North 55 degrees 19 minutes 30 seconds East 149.24 feet to the northwest corner of the City of Goshen's land and to *the Point of Beginning of this description*; (4) thence North 55 degrees 19 minutes 30 seconds East 116.35 feet to the southern boundary of S.R. 119 described in Deed Book 297, Page 178 as recorded in

the Elkhart County Recorder's Office; thence South 34 degrees 40 minutes 21 seconds East 270.00 feet along said southern boundary to point "504" on said Parcel Plat; thence South 33 degrees 31 minutes 34 seconds West 53.85 feet to point "505" as designated on said Parcel Plat; thence South 55 degrees 19 minutes 39 seconds West 379.93 feet to the center of the Elkhart River and to the western line of the City of Goshen's land; thence North 1 degrees 19 minutes 20 seconds East 74.16 feet along said center of Elkhart River and said western line to the point of beginning and containing 0.303 acres, more or less, inclusive of the presently existing right-of-way for S.R. 119, which contains 0.039 acres, more or less.

EXHIBIT B

PROJECT TRACT

TRACT II:

Legal Description – 411 W. Plymouth Avenue, Goshen, Indiana

Commencing on the North line of Section Sixteen (16), in Township Thirty-six (36) North, Range Six (6) East, where the same intersects the West bank of the mill race of the Goshen Hydraulic Company; thence South along the meanderings of said bank to the Plymouth Road; thence West on the North line of the Plymouth Road to the thread or center of the Bayou, which formerly formed the bed of the Elkhart River; thence along the thread of the said old river bed to the present bank of the Elkhart River; thence Northwesterly along the East bank of the Elkhart River to where the same intersects the North line of said Section Sixteen (16); thence East to the place of beginning, containing about forty-six (46) acres of land, more or less.

Also all that piece and parcel of land formerly owned and deeded by Josiah B. Cobb to Mathas Michael, by deed recorded in Deed Record 76, Pages 481 and 482, situate in Section Sixteen (16), Township Thirty-six (36) North, and Range Six (6) East, lying North of the Goshen and Plymouth Road and East of the Elkhart River between the old and new channel of said Elkhart River, containing about two (2) acres of land, more or less.

LESS AND EXCEPTING that part conveyed to the State of Indiana, in Warranty Deed 2021-28520, and more particularly described as follows:

A part of the North Half of Section 16, Township 36 North, Range 6 East, Elkhart County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked EXHIBIT "B", described as follows:

Commencing at the southwest corner of said half section; thence North 89 degrees 25 minutes 06 seconds East 1,632.25 feet along the south line of said half section to the centerline of S.R. 119; thence along said centerline the following three (3) courses: (1) thence North 84 degrees 57 minutes 04 seconds East 114.80 feet; (2) thence northeasterly 778.36 feet along an arc to the left having a radius of 1,505.45 feet and being subtended by a long chord having a bearing of North 70 degrees 08 minutes 22 seconds East and a length of 769.72 feet; (3) thence North 55 degrees 19 minutes 39 seconds East 149.24 feet to the southwest corner of the grantor's land and to the center of the Elkhart River and to the Point of Beginning of this description: thence North 23 degrees 44 minutes 01 second West 40.74 feet along the western line of the grantor's land and said center of the Elkhart River to point "502" as designated on said Parcel Plat; thence North 55 degrees 19 minutes 39 seconds East 108.62 feet to the northern boundary of S.R. 119 described in Deed Book 297, Page 178 as recorded in the Elkhart County Recorder's Office and to point "503" as designated on said Parcel Plat; thence South 34 degrees 40 minutes 21 seconds East 40.00 feet along said northern boundary to said centerline of S.R. 119; thence South 55 degrees 19 minutes

39 seconds West 116.35 feet along said centerline to the point of beginning and containing 0.103 acres, more or less, inclusive of the presently existing right-of-way for S.R. 119, which contains 0.037 acres, more or less.

Subject to all easements, rights-of-way and restrictions of record.

Parcel Nos. 20-11-16-177-001.000-015 and 20-11-16-126-001.000-015

ADDENDUM #1 TO LEASE

Between Goshen Municipal Building Corporation
and
City of Goshen, Indiana
Executed on _____, 2025

WHEREAS, the Goshen Municipal Building Corporation ("Corporation"), an Indiana corporation, entered into a lease with the City of Goshen, Indiana, dated _____, 2025; and

WHEREAS, it is provided in said lease that there shall be endorsed thereon the name of the financial institution selected to serve as Trustee under the Trust Indenture between it and the Corporation; and

WHEREAS, it is provided in said lease that there shall be endorsed thereon the reduced rental; now therefore;

IT IS HEREBY CERTIFIED AND STIPULATED BY ALL OF THE UNDERSIGNED, THAT:

1. The Goshen Municipal Building Corporation acquired interest in the Interim Tracts described in the Lease on _____, 2025.
2. The financial institution selected by the Corporation to be the Trustee under the Trust Indenture between it and the Corporation is _____, and its address for notices is Attention: Corporate Trust Department, _____, _____, _____.

IT IS HEREBY FURTHER CERTIFIED AND STIPULATED by all of the undersigned that the sum of principal and interest due in each calendar year, the reduced annual rental, and the semiannual installments are attached as Schedule A.

Executed this _____ day of _____, 2025.

GOSHEN MUNICIPAL BUILDING
CORPORATION

By: _____
President

Attest:

Secretary

CITY OF GOSHEN, INDIANA

By: _____
Mayor

(Seal)

Attest:

Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said City and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Goshen Municipal Building Corporation, and acknowledged the execution of the foregoing Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

(Written Signature)

(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

My Commission Number:

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said City and State, personally appeared Gina Leichty and Richard R. Aguirre, personally known to me to be the Mayor and Clerk-Treasurer, respectively, of the City of Goshen, Indiana, and acknowledged the execution of the foregoing Lease for and on behalf of said City.

WITNESS my hand and notarial seal this ____ day of _____, 2025.

(Written Signature)

(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

My Commission Number:

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. *Lisa A. Lee*

This instrument was prepared by Lisa A. Lee, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282.

SCHEDULE A

Lease Rental Schedule

(Attached)

ADDENDUM #2 TO LEASE

Between Goshen Municipal Building Corporation
and
City of Goshen, Indiana

Executed on _____, 20__

WHEREAS, the Goshen Municipal Building Corporation, an Indiana corporation, entered into a lease with City of Goshen, Indiana, dated _____, 2025, which lease was recorded on _____, 2025, in the Office of the Recorder of Elkhart County, Indiana, as Document Number _____; and

WHEREAS, it is provided in Section 1 of said lease that the date the Project Tract is acquired and ready for use shall be endorsed thereon by the parties thereto; now therefore;

IT IS HEREBY FURTHER CERTIFIED AND STIPULATED by all of the undersigned that the Project Tract is acquired and ready for occupancy on this _____ day of _____, 2025.

Executed this _____ day of _____, 2025.

LESSOR

GOSHEN MUNICIPAL BUILDING
CORPORATION

By: _____
President

Attest:

Secretary

LESSEE

CITY OF GOSHEN, INDIANA

By: _____
Mayor

(Seal)

Attest:

By: _____
Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said City and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Goshen Municipal Building Corporation, and acknowledged the execution of the foregoing Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this _____ day of _____, 202__.

(Written Signature)

(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

My Commission Number:

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said City and State, personally appeared _____ and _____, personally known to me to be the Mayor and Clerk-Treasurer, respectively, of the City of Goshen, Indiana, and acknowledged the execution of the foregoing Lease for and on behalf of said City.

WITNESS my hand and notarial seal this _____ day of _____, 202__.

(Written Signature)

(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

My Commission Number:

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. *Lisa A. Lee*

This instrument was prepared by Lisa A. Lee, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282.