



## **Agenda for the Goshen Common Council**

**6:00 p.m., February 24, 2025 Regular Meeting**

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

**Call to Order by Mayor Gina Leichty**

**Pledge of Allegiance led by Ryker Wogoman**

### **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:** Feb. 10, 2025 Regular Meeting

**Approval of Meeting Agenda**

### **Privilege of the Floor**

**1) Presentation of donations** – Daniel Morrow of Cheers to Wheels and Officer James Ballard of the Blue Knights IN VIII Law Enforcement Motorcycle Club will present a donation to the new Mobile Integrated Health program

**2) City financial report and update** (Clerk-Treasurer's Office)

**3) Ordinance 5217** – Additional Appropriations (*\$217,393.75 from TIF Bond Debt Service to make a bond payment and a \$400,000 loan from the Electric Utility Fund to the Unsafe Building Receivership Fund*)

**4) Resolution 2025-05** – A Resolution Authorizing a Loan from the Electric Utility Sale Fund to the Unsafe Building Fund for the Purpose of Funding Receiverships

**5) Resolution 2025-03** – Interlocal Agreement with the County of Elkhart for Animal Control Services

**6) Ordinance 5215** - Amend Ordinance 3011 by Rezoning Real Estate Hereinafter Described from Residential R-1, Industrial M-2 and Industrial M-1 to Industrial M-1 District, and from Residential R-1 to Residential R-3 District

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



**7) 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 (Second Public Hearing and possible adoption)

**8) Resolution 2024-04** – Fiscal Plan for the new South Fire Station Annexation (Public Hearing and possible adoption)

**9) Ordinance 5216** – County Road 40 Annexation for new South Fire Station (First Reading, final passage possible on March 24)

### **Elected Official Reports**

### ***Adjournment***



## GOSHEN COMMON COUNCIL

### Minutes of the FEBRUARY 10, 2025 Regular Meeting

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

At 6:00 p.m., Council President Brett Weddell, substituting for Mayor Leichty, called the Common Council meeting to order and led the Pledge of Allegiance.

Council President Weddell asked Clerk-Treasurer Aguirre to conduct the roll call.

**Present:** 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)

**Absent:** Youth Adviser Tageeya Galeb (non-voting)

Council President Weddell announced that Mayor Leichty was unavailable to preside at tonight's meeting due to sickness and he wished her well.

#### Approval of Minutes:

None available to review

#### Approval of Meeting Agenda:

Council President Weddell presented the agenda as prepared by the Clerk-Treasurer. Councilor Nisley moved to approve the agenda as presented. Councilor Peel seconded the motion. **Motion passed 7-0 on a voice vote.**

#### Privilege of the Floor:

At 6:02 p.m., Council President Weddell invited public comments for matters not on the agenda. There were none.

**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**

At 6:02 p.m., Council President Weddell opened a public hearing on Resolution 2025-02, *A Resolution of the Common Council*. No one asked to speak, so Council President Weddell closed the public hearing.



Council President Weddell then called for the introduction of Resolution 2025-02, *A Resolution of the Common Council*. Councilor Nisley asked the Clerk-Treasurer to read Resolution 2025-02 by title only, which was done.

**Councilors Nisley/Peel made a motion to approve Resolution 2025-02.**

**BACKGROUND:**

**Resolution 2025-02 would provide for 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.**

**According to Resolution 2025-02:**

- The Goshen Municipal Building 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
- 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
- Such petition has been carefully considered and investigation has been conducted by this Council, both before and after the filing of said petition; and
- 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
- A proposed lease for the construction of the Project ("Lease") with the Corporation has been submitted; and
- The Lease provides that lease rentals will be payable from an ad valorem property tax levied on all taxable property in the City; and
- The City published a Notice of Preliminary Determination Hearings on Jan. 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
- The first preliminary determination hearing was scheduled to be held on Feb. 10, 2025 and the second preliminary determination hearing was to be held on Feb. 24, 2025 in accordance with the notice and the law of the State of Indiana ("State"); and
- 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

- 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.

**Upon passage of Resolution 2025-03, it would be resolved by the Common Council:**

**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.

#### **SUMMARY OF FEB. 10, 2025 COUNCIL CONSIDERATION OF RESOLUTION 2025-02:**

**Council President Weddell called for the introduction of Resolution 2025-02. Councilor Nisley asked Clerk-Treasurer Aguirre to read Resolution 2025-02 by title only, which was done.**

**Councilors Nisley/Peel made a motion to approve Resolution 2025-02.**

**Councilors Peel/Gerber then immediately made a motion to table Resolution 2025-02, to the Feb. 24, 2025 Common Council meeting. Motion passed 7-0.**

#### **Elected Official Reports:**

**Council President Weddell asked if Councilors had any reports.**

**Councilor Gerber** reminded Councilors that at 4 p.m. on Feb. 11, 2025 there would be a **public meeting at Chamberlain Elementary School to discuss the City's lead water service line replacement project.**

**Councilor Gerber** briefed Councilors on the proposed property tax growth caps in **Gov. Mike Braun's** draft budget, which is currently before the Senate Committee on Fiscal and Tax Policy as **Senate Bill 1**. Councilor Gerber said if SB 1 passes as proposed, the projected loss of revenue to the City of Goshen would be about \$9.5 million over the next three fiscal years, which she said would be "devastating" to City operations.

**Councilor Gerber** said, "I know **Mayor Leichty** has been participating in meetings in Indianapolis to advocate on behalf of the City, and I think we, as Councilors, have a responsibility to do so as well. I fully agree that the increases to assessed (property) values and our property taxes have been tough on a lot of property owners, but addressing that requires a viable revenue replacement which is currently missing. So, I encourage everyone on this Council who hasn't already done so to reach out to our Senator, (Blake) Doriot, and the members of the Fiscal and Tax Policy Committee to advocate on behalf of Goshen."

**Councilor Gerber** also said she has been working on a resolution with input from **Councilors Weddell and Peel** that is currently going through legal review and that she would like the Council to consider at the Feb. 24 Council meeting. She said the draft resolution is based on resolutions that have passed in three other communities. If passed, she said the resolution would be submitted to state lawmakers as a statement in opposition to Senate Bill 1.

**Council President Weddell** responded, "I'd agree with everything she's just said there The current proposal has a lot to do with changing the deduction format which, based upon my calculations, I think, would have minimal impact."



**Council President Weddell** said, "The real concern is the caps on growth. I think we can all agree that we don't like to see our property taxes go up, but that's also based upon your assessed value of your home and it's supposed to reflect current market rate value. And so, if that's what it is, then I think it's legitimate."

**Council President Weddell** continued, "So, I definitely have concerns about the issue of not replacing the revenues lost. I don't know how the City can function with the projections that are being proposed to us. So, I think Councilman Gerber will kind of get out (the resolution) to each of us so that we can review it ... I've worked on it with her, and so has Councilman Peel, but this isn't something that just the three of us are going to say, 'This is what we're going to sign.' I think everyone should look at and give input."

**Council President Weddell** said, "We didn't try and recreate the wheel on this. There's a lot of information out there and some (cities) already passed resolutions that really hit on the points that she addressed that need to be addressed. So, once that's out, I encourage all of you to reach out to myself, to Councilor Gerber Peel, or anyone else, and review these, and also talk with **Mayor Leichty** because she definitely has a better feel on what's going on with all the meetings that she's attended in Indianapolis."

**Council President Weddell** said Accelerate Indiana Municipalities (AIM), an organization that represents the state's cities, has disseminated information on the projected property tax losses of Senate Bill 1 on all counties. He said, "I think, for the Elkhart County as a whole, all taxing districts between \$32 to \$38 million dollars, which is significant."

**Councilor Peel** responded, "It seems kind of irresponsible on the Governor to propose such a tax reduction across the entire state without offering up possible options to replace it. I am in fever getting something out there."

**Councilor Lederach** said, "Goshen Community schools will have significant impact to the tune of around \$9 million dollars in the next three years, which would mean the possibility is to cut personnel. There's no other way to replace that (revenue)."

**Council President Weddell** said, "The personnel for both the City and the school is the largest portion of our budget and some of the most important aspects."

**Councilor Gerber** said, "You're as good as your people."

**Councilor Gerber** also said she would gather feedback on the draft resolution from Councilors, by sending individual emails, and would welcome suggestions for revisions.

At the consent of the **Council President**, **Clerk-Treasurer Aguirre** asked **City Attorney Bodie Stegelmann** if the Council will still need to convene a special meeting, as proposed for March 3, to hold a second public hearing on **Resolution 2025-02**. He noted that earlier in the day there were emails from the City's bond counsel stating that a March 3 Council meeting would be necessary if the public hearing on Resolution 2025-02 could not be held tonight. Since the public hearing was held, Aguirre asked if a meeting was still necessary on March 3. **City Attorney Stegelmann** said **Assistant City Attorney Don Shuler** was handling the issue, but said he thought the convening of the hearing tonight might have resolved the issue. **Council President Weddell** said the issue would probably be resolved in the coming week and that the second public hearing could be held on Feb. 24.



**Adjournment:**

Councilor Nisley made a motion to adjourn the meeting. Councilor Peel seconded the motion. By a 7-0 voice vote, Councilors unanimously approved the motion to adjourn the meeting.

Council President Weddell adjourned the meeting at 6:11 p.m.

**APPROVED:**

\_\_\_\_\_  
Gina Leichty, Mayor of Goshen

**ATTEST:**

\_\_\_\_\_  
Richard R. Aguirre, City Clerk-Treasurer



James Ballard  
President  
Blue Knights Indiana VIII  
Law Enforcement Motorcycle Club  
P.O. Box 2703  
Elkhart, IN 46516  
574-360-7152  
Date: February 4, 2025

Goshen City Council  
204 E. Jefferson Street  
Goshen, IN 46528

Subject: Presentation at February 24, 2025 City Council Meeting

Dear Members of the Goshen City Council,

I hope this letter finds you well. I am writing to inform you of my appearance at the Feb. 24, 2025 City Council meeting, along with Daniel Morrow, a representative from Cheers to Wheels.

As President of the Blue Knights IN VIII Law Enforcement Motorcycle Club, a nonprofit organization, I was recently approached by Cheers to Wheels regarding a donation to a local cause. This led to a discussion about Goshen's new Mobile Integrated Health program and the need for funding to assist individuals experiencing homelessness who would benefit from transportation back to their hometowns, where support systems are in place.

As a result, Cheers to Wheels has committed to donating \$1,000 toward a transportation fund, and the Blue Knights have agreed to match this amount, bringing the total donation to \$2,000. Assistant Chief of EMS McKerchie is currently working on the logistics for the accounting of these funds.

Both organizations will present these donations at the Feb. 24 Council meeting. Please let me know if you have any questions or require additional information. I can be reached at 574-536-1790 or via email, jamesballard@goshencity.com

Thank you for your time and consideration. I look forward to the opportunity to present this contribution in support of our community.

Sincerely,

*James Ballard*

President  
Blue Knights Indiana VIII  
Law Enforcement Motorcycle Club



## Clerk-Treasurer's Office

# Fund Balance Report

As Of 01/31/2025

<b>Fund</b>	<b>Beginning Balance</b>	<b>Total Revenues</b>	<b>Total Expenses</b>	<b>Ending Balance</b>
1101 - GENERAL FUND	21,517,216.59	1,393,551.18	3,107,856.97	19,802,910.80
2201 - MVH FUND	3,911,415.38	166,780.40	293,144.76	3,785,051.02
2203 - MVH-RESTRICTED	1,985,817.72	0.00	0.00	1,985,817.72
2204 - PARKS AND RECREATION	4,698,294.14	48,505.95	194,385.73	4,552,414.36
2240 - LIT - PUBLIC SAFETY	2,437,452.30	219,704.08	296,793.88	2,360,362.50
<b>Report Total:</b>	<b>34,550,196.13</b>	<b>1,828,541.61</b>	<b>3,892,181.34</b>	<b>32,486,556.40</b>



# Monthly Budget Report Group Summary

For Fiscal: Current Period Ending: 01/31/2025

Departmen...	January Budget	January Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
<b>Fund: 1101 - GENERAL FUND</b>									
<b>Revenue</b>									
00 - NON-DEPARTMENTAL	2,373,643.56	1,393,551.18	-980,092.38	-41.29%	2,373,643.56	1,393,551.18	-980,092.38	-41.29%	28,495,121.00
<b>Total Revenue:</b>	<b>2,373,643.56</b>	<b>1,393,551.18</b>	<b>-980,092.38</b>	<b>-41.29%</b>	<b>2,373,643.56</b>	<b>1,393,551.18</b>	<b>-980,092.38</b>	<b>-41.29%</b>	<b>28,495,121.00</b>
<b>Expense</b>									
01 - COMMUNITY RELATIONS	17,163.95	11,774.62	5,389.33	31.40%	17,163.95	11,774.62	5,389.33	31.40%	206,050.00
02 - COUNCIL	12,475.83	15,146.34	-2,670.51	-21.41%	12,475.83	15,146.34	-2,670.51	-21.41%	149,770.00
03 - MAYOR	51,760.94	73,674.63	-21,913.69	-42.34%	51,760.94	73,674.63	-21,913.69	-42.34%	621,380.00
04 - CLERK-TREASURER	72,310.23	79,668.73	-7,358.50	-10.18%	72,310.23	79,668.73	-7,358.50	-10.18%	868,070.00
05 - LEGAL	80,183.61	83,338.45	-3,154.84	-3.93%	80,183.61	83,338.45	-3,154.84	-3.93%	962,587.89
06 - COURT	48,497.24	60,924.58	-12,427.34	-25.62%	48,497.24	60,924.58	-12,427.34	-25.62%	582,200.00
07 - BOARD OF WORKS	458,219.19	299,227.41	158,991.78	34.70%	458,219.19	299,227.41	158,991.78	34.70%	5,500,751.97
08 - TECHNOLOGY	67,556.29	43,007.07	24,549.22	36.34%	67,556.29	43,007.07	24,549.22	36.34%	811,000.00
09 - CEMETERY-GENERAL	40,239.72	49,718.47	-9,478.75	-23.56%	40,239.72	49,718.47	-9,478.75	-23.56%	483,070.00
10 - ENGINEERING	105,517.13	98,588.01	6,929.12	6.57%	105,517.13	98,588.01	6,929.12	6.57%	1,266,712.00
11 - POLICE DEPARTMENT	813,784.58	1,004,870.96	-191,086.38	-23.48%	813,784.58	1,004,870.96	-191,086.38	-23.48%	9,769,275.47
12 - FIRE DEPARTMENT	719,695.34	949,883.34	-230,188.00	-31.98%	719,695.34	949,883.34	-230,188.00	-31.98%	8,639,800.00
15 - BUILDING DEPARTMENT	55,800.52	57,297.94	-1,497.42	-2.68%	55,800.52	57,297.94	-1,497.42	-2.68%	669,874.00
16 - PLANNING DEPARTMENT	49,897.93	45,091.57	4,806.36	9.63%	49,897.93	45,091.57	4,806.36	9.63%	599,015.00
18 - CENTRAL GARAGE	162,695.71	142,791.69	19,904.02	12.23%	162,695.71	142,791.69	19,904.02	12.23%	1,953,130.00
19 - BUILDINGS-GROUNDS	29,799.73	21,709.01	8,090.72	27.15%	29,799.73	21,709.01	8,090.72	27.15%	357,740.00
46 - ENVIRONMENTAL RESILENCE	68,611.70	65,504.97	3,106.73	4.53%	68,611.70	65,504.97	3,106.73	4.53%	823,670.00
90 - UNAPPROPRIATED	0.00	5,639.18	-5,639.18	0.00%	0.00	5,639.18	-5,639.18	0.00%	0.00
<b>Total Expense:</b>	<b>2,854,209.64</b>	<b>3,107,856.97</b>	<b>-253,647.33</b>	<b>-8.89%</b>	<b>2,854,209.64</b>	<b>3,107,856.97</b>	<b>-253,647.33</b>	<b>-8.89%</b>	<b>34,264,096.33</b>
<b>Total Fund: 1101 - GENERAL FUND:</b>	<b>-480,566.08</b>	<b>-1,714,305.79</b>	<b>-1,233,739.71</b>		<b>-480,566.08</b>	<b>-1,714,305.79</b>	<b>-1,233,739.71</b>		<b>-5,768,975.33</b>
<b>Fund: 2201 - MVH FUND</b>									
<b>Revenue</b>									
00 - NON-DEPARTMENTAL	379,873.96	166,780.40	-213,093.56	-56.10%	379,873.96	166,780.40	-213,093.56	-56.10%	4,560,312.00
<b>Total Revenue:</b>	<b>379,873.96</b>	<b>166,780.40</b>	<b>-213,093.56</b>	<b>-56.10%</b>	<b>379,873.96</b>	<b>166,780.40</b>	<b>-213,093.56</b>	<b>-56.10%</b>	<b>4,560,312.00</b>
<b>Expense</b>									
00 - NON-DEPARTMENTAL	331,596.24	293,144.76	38,451.48	11.60%	331,596.24	293,144.76	38,451.48	11.60%	3,980,703.10
<b>Total Expense:</b>	<b>331,596.24</b>	<b>293,144.76</b>	<b>38,451.48</b>	<b>11.60%</b>	<b>331,596.24</b>	<b>293,144.76</b>	<b>38,451.48</b>	<b>11.60%</b>	<b>3,980,703.10</b>
<b>Total Fund: 2201 - MVH FUND:</b>	<b>48,277.72</b>	<b>-126,364.36</b>	<b>-174,642.08</b>		<b>48,277.72</b>	<b>-126,364.36</b>	<b>-174,642.08</b>		<b>579,608.90</b>

Monthly Budget Report

For Fiscal: Current Period Ending: 01/31/2025

Departmen...	January Budget	January Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
<b>Fund: 2203 - MVH-RESTRICTED</b>									
<b>Revenue</b>									
00 - NON-DEPARTMENTAL	113,812.12	0.00	-113,812.12	-100.00%	113,812.12	0.00	-113,812.12	-100.00%	1,366,292.00
<b>Total Revenue:</b>	<b>113,812.12</b>	<b>0.00</b>	<b>-113,812.12</b>	<b>-100.00%</b>	<b>113,812.12</b>	<b>0.00</b>	<b>-113,812.12</b>	<b>-100.00%</b>	<b>1,366,292.00</b>
<b>Expense</b>									
00 - NON-DEPARTMENTAL	199,920.00	0.00	199,920.00	100.00%	199,920.00	0.00	199,920.00	100.00%	2,400,000.00
<b>Total Expense:</b>	<b>199,920.00</b>	<b>0.00</b>	<b>199,920.00</b>	<b>100.00%</b>	<b>199,920.00</b>	<b>0.00</b>	<b>199,920.00</b>	<b>100.00%</b>	<b>2,400,000.00</b>
<b>Total Fund: 2203 - MVH-RESTRICTED:</b>	<b>-86,107.88</b>	<b>0.00</b>	<b>86,107.88</b>		<b>-86,107.88</b>	<b>0.00</b>	<b>86,107.88</b>		<b>-1,033,708.00</b>
<b>Fund: 2204 - PARKS AND RECREATION</b>									
<b>Revenue</b>									
00 - NON-DEPARTMENTAL	312,800.31	48,505.95	-264,294.36	-84.49%	312,800.31	48,505.95	-264,294.36	-84.49%	3,755,106.00
<b>Total Revenue:</b>	<b>312,800.31</b>	<b>48,505.95</b>	<b>-264,294.36</b>	<b>-84.49%</b>	<b>312,800.31</b>	<b>48,505.95</b>	<b>-264,294.36</b>	<b>-84.49%</b>	<b>3,755,106.00</b>
<b>Expense</b>									
00 - NON-DEPARTMENTAL	337,847.27	194,385.73	143,461.54	42.46%	337,847.27	194,385.73	143,461.54	42.46%	4,055,500.00
<b>Total Expense:</b>	<b>337,847.27</b>	<b>194,385.73</b>	<b>143,461.54</b>	<b>42.46%</b>	<b>337,847.27</b>	<b>194,385.73</b>	<b>143,461.54</b>	<b>42.46%</b>	<b>4,055,500.00</b>
<b>Total Fund: 2204 - PARKS AND RECREATION:</b>	<b>-25,046.96</b>	<b>-145,879.78</b>	<b>-120,832.82</b>		<b>-25,046.96</b>	<b>-145,879.78</b>	<b>-120,832.82</b>		<b>-300,394.00</b>
<b>Fund: 2240 - LIT - PUBLIC SAFETY</b>									
<b>Revenue</b>									
00 - NON-DEPARTMENTAL	220,149.32	219,704.08	-445.24	-0.20%	220,149.32	219,704.08	-445.24	-0.20%	2,642,849.00
<b>Total Revenue:</b>	<b>220,149.32</b>	<b>219,704.08</b>	<b>-445.24</b>	<b>-0.20%</b>	<b>220,149.32</b>	<b>219,704.08</b>	<b>-445.24</b>	<b>-0.20%</b>	<b>2,642,849.00</b>
<b>Expense</b>									
00 - NON-DEPARTMENTAL	281,343.99	296,793.88	-15,449.89	-5.49%	281,343.99	296,793.88	-15,449.89	-5.49%	3,377,347.50
<b>Total Expense:</b>	<b>281,343.99</b>	<b>296,793.88</b>	<b>-15,449.89</b>	<b>-5.49%</b>	<b>281,343.99</b>	<b>296,793.88</b>	<b>-15,449.89</b>	<b>-5.49%</b>	<b>3,377,347.50</b>
<b>Total Fund: 2240 - LIT - PUBLIC SAFETY:</b>	<b>-61,194.67</b>	<b>-77,089.80</b>	<b>-15,895.13</b>		<b>-61,194.67</b>	<b>-77,089.80</b>	<b>-15,895.13</b>		<b>-734,498.50</b>
<b>Report Total:</b>	<b>-604,637.87</b>	<b>-2,063,639.73</b>	<b>-1,459,001.86</b>		<b>-604,637.87</b>	<b>-2,063,639.73</b>	<b>-1,459,001.86</b>		<b>-7,257,966.93</b>

**Fund Summary**

Fund	January Budget	January Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
1101 - GENERAL FUND	-480,566.08	-1,714,305.79	-1,233,739.71		-480,566.08	-1,714,305.79	-1,233,739.71		-5,768,975.33
2201 - MVH FUND	48,277.72	-126,364.36	-174,642.08		48,277.72	-126,364.36	-174,642.08		579,608.90
2203 - MVH-RESTRICTED	-86,107.88	0.00	86,107.88		-86,107.88	0.00	86,107.88		-1,033,708.00
2204 - PARKS AND RECREATION	-25,046.96	-145,879.78	-120,832.82		-25,046.96	-145,879.78	-120,832.82		-300,394.00
2240 - LIT - PUBLIC SAFETY	-61,194.67	-77,089.80	-15,895.13		-61,194.67	-77,089.80	-15,895.13		-734,498.50
<b>Report Total:</b>	<b>-604,637.87</b>	<b>-2,063,639.73</b>	<b>-1,459,001.86</b>		<b>-604,637.87</b>	<b>-2,063,639.73</b>	<b>-1,459,001.86</b>		<b>-7,257,966.93</b>



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)

TO: Mayor Gina Leichty and the Goshen Common Council

FROM: Jeffery Weaver, Deputy Clerk-Treasurer

RE: Proposed Ordinance 5217, Additional Appropriations

DATE: February 24, 2025

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Thank you for considering Ordinance 5217, Additional Appropriations, which requests authorization from the Council and Mayor to spend additional and available money from various accounts. The Mayor and Clerk-Treasurer requested this ordinance because the Common Council is the City's fiscal body which authorizes the City's budget and any budget adjustments.

An appropriation is "permission to spend available money" and is tied to a specific fund. Within a fund there are four spending categories and multiple accounts. It is possible to get permission to move budgeted spending between accounts and categories, but sometimes the total appropriations within a fund is insufficient for the fund's total spending, due to emergencies, unforeseen circumstances, or budget errors. In this case, the Mayor and Clerk-Treasurer propose an additional appropriation if the expenditures are necessary and paying the expenditure might otherwise overspend the budgeted appropriation. After Council approval, the Clerk-Treasurer submits the additional appropriation to the Department of Local Government Finance ("DLGF") for final approval. The DLGF will only approve an additional appropriation if the Clerk-Treasurer proves that the City has cash available for the additional appropriation and the following year's budget.

The City made the final payment on the 2025 Redevelopment Refunding Bonds on January 2, 2025. The bond ordinance required the City to maintain \$217,393.75 in a debt service reserve for the term of the bonds as a sort of "security deposit" on the bonds. The proposed transfer moves the balance to the Principal & Interest Fund which we apply toward the final bond payment.

The City's Building Department plans to make up to four receivership purchases in the calendar year costing up to \$400,000 from the Unsafe Buildings Fund. The fund balance currently sits just under \$179,000 and will need a temporary loan in order to purchase the properties. The City's Electric Utility Sale Fund is specifically designated for temporary loans to other Funds, and can loan up to \$400,000 to the Unsafe Building Fund with the Council's approval.

Each affected fund has sufficient cash balances to spend these appropriations. If the ordinance is approved by the Council, the Clerk-Treasurer's office will submit necessary information to the DLGF for final approval.

**ORDINANCE 5217**

**Additional Appropriations**

WHEREAS it has been determined that it is necessary to appropriate more money than the amount appropriated in the current year’s annual budget,

WHEREAS pursuant to notice given, the Goshen Common Council conducted a public hearing on the proposed additional appropriation,

NOW THEREFORE, BE IT ORDAINED that Goshen Common Council makes the following additional appropriation of money in excess of the current year’s budget for the fund(s) named:

TIF BOND DEBT SERVICE RESERVE

3331-5-00-4520000 TIF DSR / Transfer Out \$217,393.75

ELECTRIC UTILITY SALE

2503-5-00-4530001 ELEC UTLY / Temporary Loan \$400,000.00

UNSAFE BUILDING FUND

2234-5-00-4360500 UNSAFE BLDG / Receivership \$400,000.00

PASSED by the Goshen Common Council on \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2025, at \_\_\_\_\_  
a.m./p.m.

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Gina Leichty, Mayor



**Building Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, Indiana 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185  
building@goshencity.com • www.goshenindiana.org

**MEMORANDUM**

To: Goshen Common Council  
From: Myron Grise, Building Commissioner  
Subject: Funding Request for Receivership Properties  
Date: February 24, 2025

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Introduction

The purpose of this memorandum is to request funding to the City's Unsafe Building Fund, from the Electric Utility Sale Fund, to support the implementation of a receivership program under Indiana Code § 36-7-9-20. This program will enable the City to advance funds for the rehabilitation of unsafe, vacant, and blighted properties. The proposed funding mechanism is structured to allow cost recovery either through rental income generated by the receiver or through foreclosure actions against the property.

Background

Indiana Code § 36-7-9-20 authorizes courts to appoint a receiver to take possession of properties found unsafe to complete necessary repairs and improvements. This is a statutory tool that provides an avenue for municipalities to address unsafe and blighted properties when property owners fail to act.

Under the proposed program, the City would advance funds for repairs based on a scope of work approved by the Court. The appointed receiver would then complete the necessary work to bring the property into code compliance, as well as any improvements approved by the Court.

Proposed Funding Structure

The City would allocate an initial amount of \$400,000 from the Electric Utility Sale Fund to the Unsafe Building Fund to finance receiverships. Once a Court ordered receivership is obtained, with the Court approving a proposed scope of work and cost, the Receiver would issue a secured debt instrument in the amount of the repair costs. The City will purchase this instrument using Unsafe Building Fund monies, and it will be recorded as a lien against the property.

Benefits



Pursuing receiverships permits the City to address vacant, unsafe, and blighted properties to enhance quality of life for residents and stabilize property values. By funding the repairs directly, the City avoids the burdens of prolonged vacancies and code enforcement costs. Through rental income collection, foreclosure options, and lien recovery, the City has a pathway to recover its financial investment. In addition, the use of a Receiver's Notes or Certificates opens the possibility for the City to recover interest on its advancement of funds.

#### Request

It is requested that the City Council approve a loan from the Electric Utility Sale Fund to the Unsafe Building Fund in the sum of Four Hundred Thousand Dollars (\$400,000.00). The funds would be used exclusively to fund receiverships, with the belief that such amount will fund at least four (4) properties for receivership.

## **RESOLUTION 2025-05**

### A Resolution Authorizing a Loan from the Electric Utility Sale Fund to the Unsafe Building Fund for the Purpose of Funding Receiverships

WHEREAS, the City of Goshen (“City”) has established an Unsafe Building Fund to support the remediation of vacant, blighted, and unsafe buildings with the City pursuant to the Indiana Unsafe Building Law, Indiana Code § 36-7-9-1 *et seq.*; and

WHEREAS, the City Council recognizes that receiverships under the Indiana Unsafe Building Law require funding for repairs and improvements to bring properties into compliance with applicable building and safety codes and otherwise address blight; and

WHEREAS, the Unsafe Building Fund does not currently have sufficient fund to advance monies to receivers appointed by a Court under Indiana Code § 36-7-9-20; and

WHEREAS, the City has funds available in its Electric Utility Sale Fund that can be loaned to the Unsafe Building Fund for the purpose of financing necessary receivership-related expenses, subject to repayment terms; and

WHEREAS, the City Council finds it in the best interests of the City to authorize a loan in the amount of Four Hundred Thousand Dollars (\$400,000.00) from the Electric Utility Sale Fund to the Unsafe Building Fund for this purpose.

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

1. The City Council hereby authorizes a loan in the amount of Four Hundred Thousand Dollars (\$400,000.00) from the Electric Utility Sale Fund to the Unsafe Building Fund for the exclusive purpose of providing funding for repairs and improvements made by court-appointed receivers under the Indiana Unsafe Building Law, specifically Indiana Code § 36-7-9-20.
2. The loan shall be interest-free and shall be repaid by the Unsafe Building Fund upon receipt of funds from property owner, rents, collected by receivers, or through court-ordered recoveries. The full amount of the loan shall be repaid no later than five (5) years from the date of this Resolution, unless an extension is approved by the City Council.

3. The Clerk-Treasurer's office shall oversee and account for all loan disbursements and repayments. No additional reporting requirements shall be imposed as part of this loan process.
4. This Resolution shall be in full force and effect immediately upon its passage by the City Council and approval by the Mayor.

---

Gina M. Leichty, Presiding Officer

ATTEST:

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Richard Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2025, at \_\_\_\_\_ a.m./p.m.

---

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on \_\_\_\_\_, 2025.

---

Gina M. Leichty, Mayor

**Goshen Common Council  
Resolution 2025-03**

**Interlocal Agreement with the County of Elkhart  
for Animal Control Services**

WHEREAS the County of Elkhart has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2025 for certain areas of Elkhart County, including within the corporate boundaries of the City of Goshen.

WHEREAS the City of Goshen agrees to contribute \$93,940 to reimburse the County of Elkhart for the cost of providing animal shelter management and animal control services within the corporate boundaries of the City of Goshen.

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 between Elkhart County, Indiana and City of Goshen, Indiana for Animal Control Services, a copy of which is attached to and made a part of this resolution.

PASSED by the Goshen Common Council on \_\_\_\_\_, 2025.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2025, at the hour of ..... m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on \_\_\_\_\_, 2025.

Gina M. Leichty, Mayor

**INTERLOCAL AGREEMENT BETWEEN ELKHART COUNTY, INDIANA  
AND CITY OF GOSHEN, INDIANA FOR ANIMAL  
CONTROL SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the COUNTY OF ELKHART, INDIANA (hereinafter referred to as the “County”), and the CITY OF GOSHEN, INDIANA (hereinafter referred to as “Municipality”),

WITNESSETH:

WHEREAS County has negotiated with The Humane Society of Elkhart County, Inc. for animal shelter management and animal control services for 2025;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2025 includes the unincorporated areas of Elkhart County and may include the areas within the corporate limits of the Municipality;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2025 has been entered into by County in the form which is attached to as Exhibit A;

WHEREAS the County and Municipality desire to enter into this Agreement in order to provide for the Services within the Municipality and to facilitate the reimbursement to the County by the Municipality for the cost of providing the Services within the Municipality for calendar year 2025;

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 animal shelter management and animal control services to be furnished by The Humane Society of Elkhart County, Inc. to the Municipality pursuant to the Contract attached hereto as Exhibit A.

2. Administration. The County 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. Contracting with The Humane Society of Elkhart County, Inc. as required by and in compliance with the applicable statutes governing the County and contracts for public services;

b. Administering the contract with The Humane Society of Elkhart County, Inc.;

c. Maintaining the documents, contracts, notices, and other records in connection with the Services, including the financial records and providing a financial summary to the Municipality for all funds expended and received in connection with the Services; and

d. Providing such other general administrative services as are necessary to complete the Services.

3. Municipality Participation.

Municipality shall be responsible for reimbursing and contributing to County the sum of Ninety-three Thousand Nine Hundred and Forty Dollars (\$93,940.00) for the Services which shall be paid in two (2) installments of Forty-six Thousand Nine Hundred and Seventy Dollars (\$46,970.00) each with the first installment becoming due and payable on or before April 1<sup>st</sup> 2025 and with the second installment being payable on or before August 1<sup>st</sup> 2025. The Municipality contribution, or changes in amounts thereto, for calendar year 2025 are subject to budget approvals and appropriations by the Municipality.

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

5. Supplemental Documents. The Municipality and County 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.

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

7. 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 State 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

Municipality: City of Goshen  
C/O Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528\_\_\_\_\_

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

And \_\_\_\_\_

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.

8. 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.

9. 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.

BOARD OF COMMISSIONERS OF THE  
COUNTY OF ELKHART, INDIANA

By\_\_\_\_\_

By\_\_\_\_\_

By\_\_\_\_\_

ATTEST:

Patricia A. Pickens, Elkhart County Auditor

CITY OF GOSHEN, INDIANA

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

Print: \_\_\_\_\_

ATTEST:

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

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

Before me, a Notary Public in and for said County and State, this \_\_\_\_day of \_\_\_\_\_, 2025, 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 purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public  
Resident of Elkhart County, IN

My Commission Expires:

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKAHRT        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_day of \_\_\_\_\_, 2025, personally appeared \_\_\_\_\_and \_\_\_\_\_ 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 Elkhart County, IN

My Commission Expires:



APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ELKHART COUNTY COUNCIL

By  
Title: President, Elkhart County Council

Print: \_\_\_\_\_

ATTEST:

Patricia A. Pickens, Elkhart County Auditor

# Exhibit A

## CONTRACT FOR ANIMAL SHELTER MANAGEMENT AND ANIMAL CONTROL SERVICES

This contract made effective this 27th day of January, 2025 by and between the County of Elkhart, State of Indiana, hereinafter called the "County" and The Humane Society of Elkhart County, Inc., 54687 County Road 19, Bristol, Indiana, 46507, or its successors, executors, administrators and assignees, hereinafter called the "Contractor";

### WITNESSETH

WHEREAS, the Contractor is a not-for-profit corporation organized for the purpose of caring for and sheltering animals within Elkhart County, Indiana and has the personnel, facilities and equipment to aid the County with these services;

WHEREAS, the County desires to contract with the Contractor for animal control and shelter service, and the Contractor desires to provide the County with such services;

NOW, THEREFORE, in consideration of the premises and payments set forth in Section IV below, and the mutual promises herein, the parties agree as follows:

#### I. CONTRACT DOCUMENTS

The parties hereby agree to the following contract requirements. Where there is a conflict between the requirements of State and County law and the requirements set forth below, the requirements of State and County law shall take precedence and govern.

#### II. CONTRACTOR WORK REQUIREMENT

It is agreed that the service to be performed under this Contract is to provide animal shelter management services and animal control services in accordance with the terms, conditions and specifications contained or referenced herein.

The Contractor agrees that all animal shelter management services and animal control performed for the County shall be performed in full compliance with the applicable Federal, State and County laws, regulations, and guidelines for such services.

The Contractor agrees that it shall provide the following animal shelter management services and animal control services:

##### A. Operation of the Animal Shelter

1. The Contractor shall operate and maintain the Animal Shelter located at 54687 County Road 19, Bristol, Indiana 46507 (the "Shelter").

2. The Contractor shall abide by all laws of the State of Indiana and all local ordinances designed to prevent cruelty to animals, and to enforce those laws and ordinances where it has the lawful authority to do so. The Contractor shall be entitled to rely in good faith upon the opinion of legal counsel as to whether it has such lawful authority.
3. Subject to paragraph IV (B) below but excluding the Town of Millersburg, the Contractor shall lawfully pick up, capture, impound, accept, care for, board, maintain and dispose of animals within the incorporated and unincorporated areas of Elkhart County, Indiana in the following instances: 1) the Contractor shall, during its regular business hours on Mondays through Fridays, pick up all observed or reported stray, confined, domestic animals; and 2) the Contractor shall, during other hours, pick up all observed or reported stray, confined, domestic animals where an animal is observed or reported as sick or injured, or where the animal is observed or reported to have bitten a human.
4. At a minimum, the Contractor shall operate the Shelter and keep the Shelter open to the public from 9 a.m. through 4 p.m. Monday through Saturday, except for Federal, State and County holidays when the Shelter may be closed to the public.
5. The Contractor shall provide an adequately trained animal technician staff of sufficient size to provide all the services required under this Contract.
6. The Contractor shall provide adequate food, water, shelter, space, care, treatment and transportation to all animals housed at the Shelter.
7. The Contractor shall provide a system to monitor medical and other information on each sheltered animal.
8. The Contractor shall be responsible for publicizing the hours of operation and the services of the Shelter.

B. Impoundment of Animals

1. The Contractor shall be responsible for enforcement of the quarantine for a 10 day period of any stray domestic animal which has bitten or is suspected to have bitten a person or as directed by the Elkhart County Health Department or County officials.
2. The Contractor shall be responsible for the humane euthanasia of any animal using methods approved by the State Veterinarian, if euthanasia is

required for reasons of public safety or welfare. The County acknowledges that nothing in this Contract shall be deemed to preclude the euthanasia of any animal by the Humane Society of Elkhart County, Inc. In the event the Humane Society of Elkhart County, Inc. performs euthanasia of any animal for reasons other than public safety or welfare, or other than in satisfaction of the County's legal obligations, if any, the Humane Society of Elkhart County, Inc., shall be responsible for, shall defend against and shall indemnify and hold the County harmless against any and all suits, claims, demands, losses or actions made against the County based upon, arising from, or incident to the performance of such euthanasia.

3. The Contractor shall not be responsible for the collection and disposal of the carcasses of dead animals.
4. The Contractor shall maintain all necessary records and reports of animals impounded at the Shelter.
5. The Contractor shall, upon request, furnish law enforcement agencies of Elkhart County and the Elkhart County Health Department all information in its possession about animals which have been impounded due to cruelty, neglect, bite cases or contagious diseases and shall cooperate with the said officials in the enforcement of laws prohibiting animal cruelty and supporting public safety.
6. Whenever the ownership of an impounded animal is ascertained, the Contractor shall make a reasonable effort to notify the owner of the animal's impoundment within the next business day after the animal is initially confined.
7. The Contractor shall collect, secure and deposit all fees, fines and costs due, including the cost of providing veterinary care for an animal, from owners of impounded animals in accordance with applicable laws. County shall not be responsible for such obligations.

C. Animal Control Officers

1. The Contractor shall employ individuals to enforce the provisions of, and to perform as animal control officers ("Animal Control Officers").
2. The Contractor shall be responsible for all continuing education training of Animal Control Officers to assure their continued compliance with State and local educational and training requirements.

D. Public Service Programs

In consideration of the award of this contract to the Contractor, the Contractor shall provide at its sole cost and expense, the following services:

1. A volunteer program to encourage support for the Contractor and its operations of the Shelter; provided that all volunteers shall execute, as a condition of their participation, a waiver of liability, in form and content acceptable to the Contractor;
2. Events designed to promote animal adoptions and to educate the public about animal welfare; and
3. The adoption program shall be conducted to ensure humane, permanent homes for animals. The Contractor must maintain a documented adoption procedure and maintain complete records of all adoption attempts and placements.

E. Cost of Operation, Expenses of Contractor and Expenses of County

1. The Contractor shall maintain at all times adequate supplies for the performance of its obligations under this Contract, including without limitation, the lawful duties of the Animal Control Officers.
2. All donations of any kind, made to the Humane Society of Elkhart County, Inc., will be considered the sole property of the Contractor, and if received by the County will be promptly forwarded to the Contractor.

F. Meetings and Other Requirements

The County shall appoint an individual to serve as liaison with the Contractor for the purpose of reviewing any matters relative to this Contract. To ensure adequate communication and coordination among all County agencies, the Contractor shall direct all notices required or permitted under this Contract through the contract administrator. In the case of an event requiring notification of County agencies other than the Sheriff Department, the Contractor shall inform the contract administrator or designee in a timely manner.

### III. PERIOD OF CONTRACT PERFORMANCE

The term of this Contract is from January 1, 2025 through December 31, 2025. County may renew this Contract subject to the mutual agreement with the Contractor as to the Contract costs for said years.

IV. CONTRACT COSTS

- A. The Contractor at its own proper cost and expense shall do all the work necessary to carry out its obligations set forth in this Contract to the full extent as set forth herein and to the satisfaction of the County.
  
- B. For calendar year 2025, County shall pay the total sum of Two Hundred and Forty Two Thousand Dollars [\$242,000.00] to Contractor to perform all services under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein with respect to the unincorporated areas in Elkhart County, Indiana. Said amount shall be payable by County to Contractor as follows: County shall pay One Hundred Twenty Two Thousand Dollars (\$122,000.00) to Contractor on or before February 29, 2025, the balance of One Hundred Twenty Thousand Dollars [\$120,000.00] shall be payable by County to Contractor in three (3) quarterly installments of Forty Thousand Dollars [\$40,000.00] on April 1, 2025, July 1, 2025 and October 1, 2025. In consideration of the advancement of the One Hundred Twenty Two Thousand Dollars (\$122,000.00) on or before February 29, 2025, Contractor agrees to provide all of the services to be performed under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein both in the incorporated and unincorporated areas of Elkhart County, Indiana, but excluding the Town of Millersburg.

After March 31, 2025, Contractor shall not be required to provide the services to be performed under this Contract in the incorporated areas of Elkhart County, Indiana unless County agrees to pay an additional amount for any or all of the following incorporated areas respectively:

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

County intends to seek Interlocal Agreements with each of these listed municipalities to cover the additional costs specified above for each municipality. If such Interlocal Agreements are entered, County shall give written notice to

Contractor on or before March 31, 2025 of which incorporated areas are to be covered by the services to be performed under this Contract by Contractor after March 31, 2025. County's notice may provide by its election to have Contractor provide the services under this Contract in any or all of the municipalities listed above. For each municipality to be provided the services under this Contract after March 31, 2025, County shall pay to Contractor the additional amount specified above for that municipality which amounts shall be payable in three (3) quarterly installments paid on April 1, 2025, July 1, 2025 and October 1, 2025. Should any of the municipalities increase or decrease the amounts specified above the County will adjust the quarterly obligation to reflect the increase or decrease in funding from the municipalities in 2025.

The parties reserve the right to negotiate mutually agreed rates for other future specified services. If the Contractor reasonably believes that any work it is requested to perform under this Contract is not, or may not be, within the scope of the Contract, or represents, or may represent a material change in the Contract, the Contractor shall immediately notify the Contract Administrator that the work is beyond the scope of the Contract or represents a material change in the Contract, and if the County desires the work to be undertaken, then the Contractor shall be fully compensated for performing the work; provided that a written change order to this Contract must have been made pursuant to Section V, B prior to the work being performed in order for such additional compensation to be paid to the Contractor.

V. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

A. Authorized Contract Administrators

1. Contract Administrator for the County shall be:

T. Jeffery Taylor  
Elkhart County Administrator  
117 N. Second Street  
Goshen, IN 46528-3298  
574-534-3541 FAX 574-535-6747

2. Contract Administrator for the Contractor shall be:

Director  
Humane Society of Elkhart County, Inc.  
54687 County Road 19  
Bristol, IN 46507  
574-848-4225 FAX 574-848-5453

B. Contracting Officer

County and Contractor's Administrator must authorize changes made to this Contract throughout the Contract period in writing.

VI. STATE LAW CERTIFICATION PROVISIONS

- A. Pursuant to Indiana Code §22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- B. Contractor 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 Contractor will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, 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 this Contract, even if I.C. 24-4.7 is preempted by federal law.
- C. Investment Activity. Pursuant to Indiana Code §5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.
- D. E-Verify Program. Pursuant to Indiana code §22-5-1.7-11 Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of this Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to pain and penalties of perjury that it does not knowingly employ an unauthorized alien.



## VII. TAX REQUIREMENTS

By executing this Contract, the Contractor agrees to comply with the laws, regulations, and rulings of the United States Internal Revenue Service related to the requirements for filing information statements, including IRS Form 1099.

## VIII. DEFAULT

- A. Upon Contractor's failure to cure a default (i.e., non-performance or violation of contract terms) within fifteen (15) days of written notice of such default from the County to the Contractor (provided, if such default cannot be cured within such 15 day period, and the Contractor commences the cure within such 15 day period, the cure period shall be extended to 30 days after the initial written notice of such default), this Contract may be canceled or annulled by the County or its designee in whole or in part by written notice of default to the Contractor. Upon default, an award may be made to another contractor, and the Contractor shall be liable to the County for costs incurred in excess of the costs provided for in this Contract.
- B. Rights, obligations, or liabilities of both parties, which arise prior to the suspension or termination of this Contract shall survive the suspension or termination of this Contract.

## IX. ASSIGNMENT

Contractor shall not assign, transfer, convey or otherwise dispose of any or all of its right, title or interest in this Contract, without the prior written consent of County.

## X. GOVERNING LAW

This Contract shall be governed in all respects by the laws of the State of Indiana and the County of Elkhart.

## XI. INDEMNIFICATION, LIMITATION OF LIABILITY, INSURANCE, AND NOTICE

- A. Contractor shall be responsible for, shall defend against, and shall indemnify and hold the County harmless from any, and all suits, claims, demands, losses, or actions made against the County based upon, arising from, or incident to the provision of services by the Contractor under this Contract, except those claims arising from the County's negligence, malfeasance, or breach of this Contract. This indemnification does not include indemnification for claims based upon the alleged unconstitutionality or invalidity of any provision of the state or county codes pursuant to which the Contractor acts or an alleged invalidity of the delegation, if any, to the Contractor under this Contract or the authority to enforce the state and county animal control laws and animal cruelty laws.

- B. The County shall be responsible for, shall defend against, and shall indemnify and hold the Contractor harmless from any, and all suits, claims, demands, losses, or actions made against the Contractor based upon or arising out of the County's negligence, malfeasance, or breach of this Contract.
- C. Contractor will obtain worker's compensation insurance and employer's liability insurance in such minimum amounts as required in the State of Indiana and comprehensive general and vehicular liability insurance in the minimum amounts of One Million Dollars (\$1,000,000) each, which insurance must name County as an additional insured. Contractor warrants that it shall maintain such insurance in effect during the term of this Agreement and maintain a current Certificate of such insurance in favor of County during the term of this Agreement.
- D. An indemnified party hereunder shall notify the indemnifying party of any suit, claim, demand, loss, or action made or filed against the indemnified party within ten days after the indemnified party's receipt or learning of it.

## XII. WARRANTIES

Each party to this Contract warrants the following:

- A. This Contract constitutes a valid, binding and enforceable agreement of the party;
- B. The execution of this Contract and the performance of its obligations are within the party's powers; have been authorized by all necessary action on behalf of the party; do not constitute a breach by the party of any agreement with another party; and will not cause a breach by the party of any duty arising at law or in equity; and
- C. The party possesses the financial capacity to perform all of its obligations under this Contract.

The parties agree that the failure of any of the above representations and warranties to be true during the term of this Contract shall constitute a material breach of this Contract, and the non-breaching party shall have the right, upon notice to the breaching party, to immediately terminate this Contract. All amounts outstanding hereunder shall be immediately due and payable. Court costs and other costs and expenses, including reasonable attorney's fees incurred in the collection of any amounts due hereunder, may also be recovered by the non-breaching party.

XIII. SEVERABILITY

Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason be hereafter declared invalid.

XIV. NON-WAIVER

The failure of the Contractor or the County to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the County of their rights at any time thereafter to require exact and strict compliance with all the terms hereof

XV. SURVIVABILITY OF PAYMENT OBLIGATIONS, RIGHTS AND REMEDIES

Provided the Contractor has not defaulted in the performance of its obligations.

(VI. RELATION TO COUNTY

In performing services with this Contract, the Contractor shall be an independent contractor for the County, and neither the Contractor nor its employees, shall under any circumstances be considered employees or agents of the County. The Contractor shall not be legally responsible for any negligence or other wrongdoing by the Contractor; its employees, servants or agents while performing under this Contract.

VI. SIGNATORIES

Please type or print the following information, with the exception of the signature.

	CONTRACTOR
	<u>The Hum</u> t County
By:	By: <u>C</u>
Printed: <u>John J. ...</u>	Printed: <u>LA...</u>
Title: <u>...</u>	Title: <u>...</u>
Date: <u>1-27-2025</u>	Date: <u>1/24/2025</u>



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

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

## MEMORANDUM

TO: Goshen Common Council  
FROM: Rhonda L. Yoder, City Planner  
DATE: February 24, 2025  
RE: Ordinance 5215

The Goshen Plan Commission met on January 21, 2025, in regular session and considered a request for the rezoning of Lots 2 and 3 of Lincoln Avenue Subdivision, with Lot 2 to be rezoned from Residential R-1, Industrial M-2 and Industrial M-1 to Industrial M-1, and with Lot 3 to be rezoned from Residential R-1 to Residential R-3, with the following outcome:

*Forwarded to the Goshen Common Council with a favorable recommendation by a vote of 7-0.*

*The recommendation is based on the following:*

1. The rezonings are consistent with the existing zoning and mixed land use in the Lincoln Avenue corridor.
2. The requirements of the M-1 and R-3 Districts are able to be met, except as addressed through a partial plat vacation request to relax the platted front setback of Lot 3.

Prior to the Plan Commission meeting the Planning office received the following inquiry:

- In office question about why M-1 zoning rather than R-1 zoning was recommended for Lot 2.

At the Plan Commission meeting, no comments/questions were received during the public hearing.

Ordinance 5215

Amend Ordinance 3011 by Rezoning Real Estate Hereinafter Described from Residential R-1, Industrial M-2 and Industrial M-1 to Industrial M-1 District, and from Residential R-1 to Residential R-3 District

WHEREAS City of Goshen, Indiana, Lacasa Inc, and Abonmarche Consultants submitted an application on the 2nd day of January 2025 to rezone the real estate hereinafter described from Residential R-1, Industrial M-2 and Industrial M-1 to Industrial M-1 District, and from Residential R-1 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 21st day of January 2025, and recommended the adoption of this Ordinance by a vote of 7-0.

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

Property generally located on the south side of Lincoln Avenue, east of Rock Run, with no common addresses, and more particularly described as follows:

Lot number two (2) and Lot number three (3) as the said lots are known and designated on the plat of Lincoln Avenue Subdivision, said plat being recorded in Plat Book 44, page 5, in the Office of the Recorder of Elkhart County, Indiana.

All of the above shall be rezoned as follows, with Lot 2 rezoned from Residential R-1, Industrial M-2 and Industrial M-1 to Industrial M-1 District, and with Lot 3 rezoned from Residential R-1 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 \_\_\_\_\_, 2025.

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

Attest:

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2025 at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Gina Leichty, Mayor

**To:** Goshen City Plan Commission/Goshen Common Council  
**From:** Rhonda L. Yoder, Planning & Zoning Administrator  
**Subject:** 25-01R – Rezoning, Lincoln Avenue Subdivision  
*Lot 2, Residential R-1, Industrial M-2 and Industrial M-1 to Industrial M-1*  
*Lot 3, Residential R-1 to Residential R-3*  
**Date:** January 21, 2025

## **ANALYSIS**

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City of Goshen, Indiana, Lacasa Inc, and Abonmarche Consultants request the rezoning of Lots 2 and 3 of Lincoln Avenue Subdivision, with Lot 2 to be rezoned from Residential R-1, Industrial M-2 and Industrial M-1 to Industrial M-1, to create a single zoning district, and with Lot 3 to be rezoned from Residential R-1 to Residential R-3, to allow for multi-unit residential development.

The subject property is Lots 2 and 3 of Lincoln Avenue Subdivision, with a mix of existing zoning. The Lincoln Avenue Subdivision is a three-lot subdivision created from approximately 18 tax parcels, many of which were unplatted. Prior uses included approximately 12 residential dwellings, a salvage yard, and a grocery store that remains on Lot 1. At the time the subdivision was created, it was recognized that a rezoning would occur at some point, but a rezoning did not proceed then because no specific use was proposed for Lot 3, and Lots 2 and 1 did not require a rezoning.

Lot 2 is currently developed with a City of Goshen stormwater detention basin and includes regulatory Floodway to the south and west of Lot 3. Lot 3 is proposed for multi-unit residential development.

### **Lot 2: Residential R-1, Industrial M-2 and Industrial M-1 to Industrial M-1**

The purpose of the Lot 2 rezoning is to create a single zoning district following the consolidation of multiple parcels with different zoning districts as part of the subdivision process. M-1 is the adjacent zoning to the south, east and north, and the single district M-1 zoning will not impact any of the adjacent properties. It is anticipated that Lot 2 will remain under City of Goshen ownership, and because of the existing stormwater detention basin and regulatory Floodway further development is unlikely. Lot 2 meets the M-1 District requirements for minimum frontage and lot area.

### **Lot 3: Residential R-1 to Residential R-3**

The purpose of the Lot 3 rezoning is to allow for multi-unit residential development. Although there is not adjacent R-3 zoning, there is R-2 zoning on the north side of Lincoln Avenue, and the existing Lincoln Avenue corridor zoning is a mix of many districts. Lot 3 meets the R-3 District requirements for minimum frontage and lot area.

The rezoning petition is not subject to site plan review, but a preliminary site plan has been provided and is included for informational purposes. Site plan review will occur through the City's Technical Review process. Based on the preliminary site plan, R-3 developmental requirements are able to be met, except for the front setback along Lincoln Avenue. The setback is being addressed through a concurrent partial plat vacation request.

The proposed rezonings are consistent with the existing zoning and mixed land use in the Lincoln Avenue corridor, and the requirements of the M-1 and R-3 Districts are able to be met, except as addressed through a partial plat vacation request to relax the platted front setback of Lot 3.

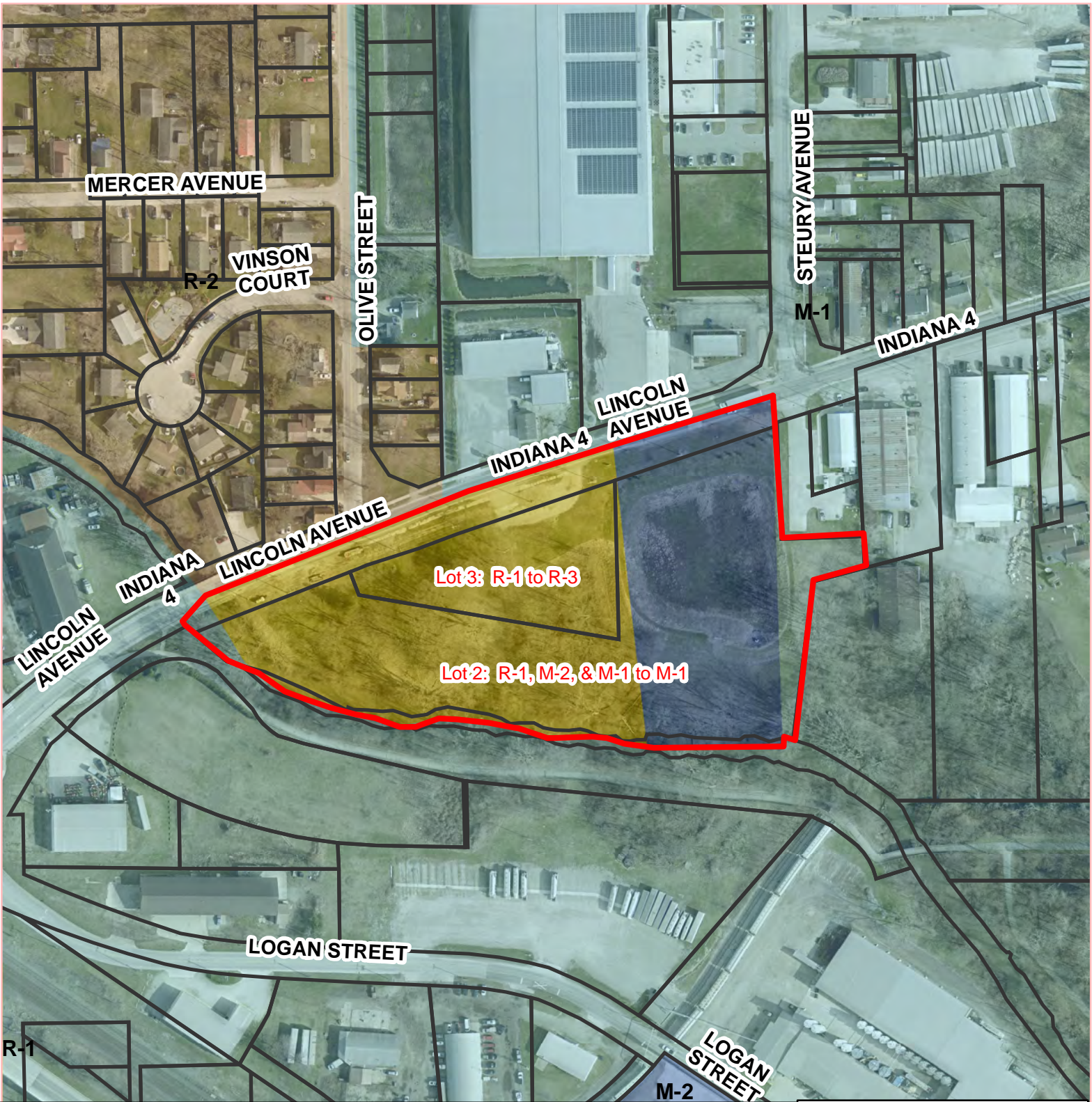
## **RECOMMENDATION**

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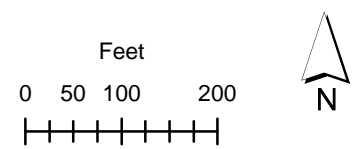
Staff recommends the Plan Commission forward a favorable recommendation to Goshen Common Council for the rezoning of Lots 2 and 3 of Lincoln Avenue Subdivision, with Lot 2 to be rezoned from Residential R-1, Industrial M-2 and Industrial M-1 to Industrial M-1, and with Lot 3 to be rezoned from Residential R-1 to Residential R-3, based upon the following:

1. The rezonings are consistent with the existing zoning and mixed land use in the Lincoln Avenue corridor.
2. The requirements of the M-1 and R-3 Districts are able to be met, except as addressed through a partial plat vacation request to relax the platted front setback of Lot 3.





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.



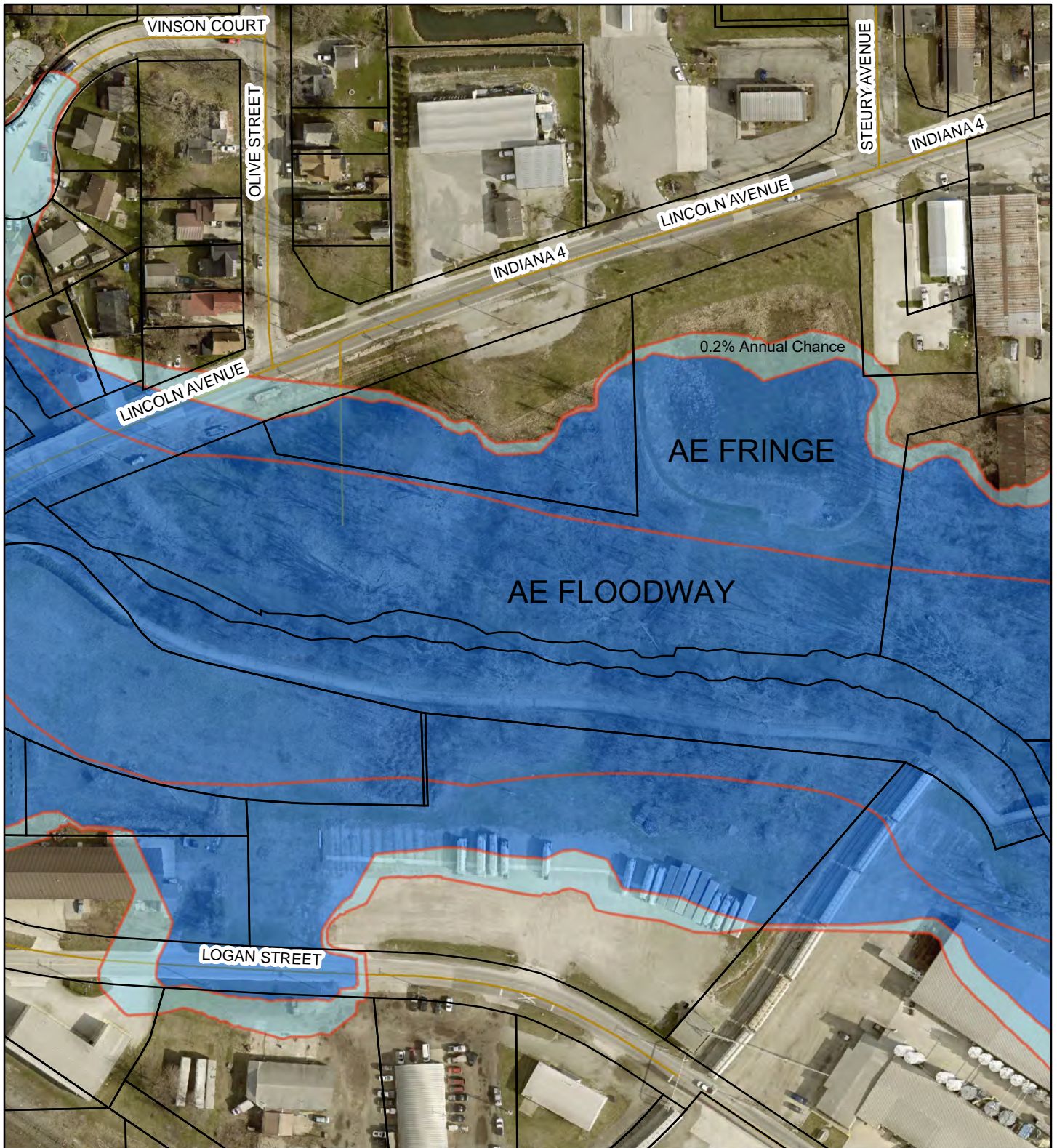
1 inch = 200 feet

### Rezone - Lots 2 & 3 Lincoln Avenue Subdivision

2023 Aerial  
Printed January 2, 2025

**The City of Goshen**  
Department of  
Planning & Zoning  
204 East Jefferson Street, Goshen, Indiana 46528  
Phone: 574-534-3600 Fax: 574-533-8626





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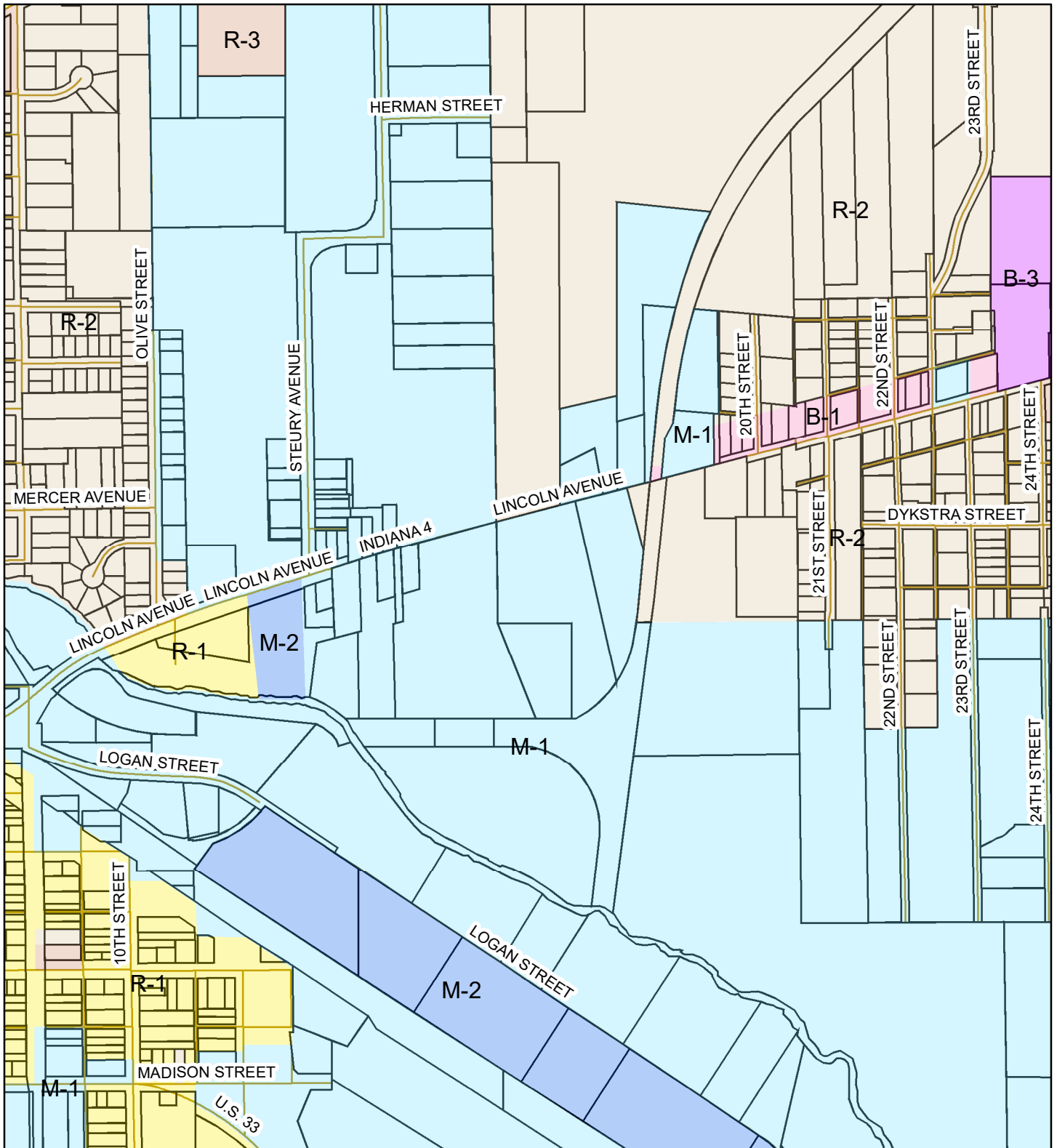


1 inch = 150 feet

**Lincoln Avenue Subdivision**

2023 Aerial & Floodplain Boundaries  
 Printed January 2, 2025

**The City of Goshen**  
 Department of  
 Planning & Zoning  
 204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-3600 Fax: 574-533-8626



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1 inch = 600 feet

### Lincoln Avenue Zoning

Goshen Zoning Map  
 Printed January 3, 2025

**The City of Goshen**  
 Department of  
 Planning & Zoning  
 204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-3600 Fax: 574-533-8626



# LINCOLN AVENUE SUBDIVISION

A PART OF LOT NUMBER ONE (1) THROUGH LOT NUMBER SIX (6), INCLUSIVE, IN MERCER'S FOURTH ADDITION (DEED REC. 81, PAGE 443) AND A PART OF THE WEST HALF SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

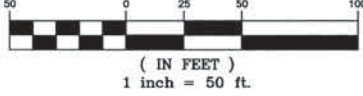
SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION  
SEE SHEET 3 OF 3 FOR CURVE AND LINE DATA

## LEGEND

- - SET MAG NAIL & WASHER "ABONMARCHÉ FIRM #50"
- - SET 5/8" REBAR, 24" LONG WITH ID CAP "ABONMARCHÉ FIRM #50"
- Ⓛ - LOT #2 RESERVED FOR STORM WATER DRAINAGE RETENTION/DETENTION
- Ⓢ - CITY OF GOSHEN STORM SEWER EASEMENT
- Ⓟ - 35' MINIMUM BUILDING, PARKING & DRIVING AISLE SETBACK
- Ⓝ - 5' NON ACCESS EASEMENT
- ⓃB - NO BUILD EASEMENT (WITHOUT FURTHER APPROVALS FROM THE CITY OF GOSHEN)



GRAPHIC SCALE



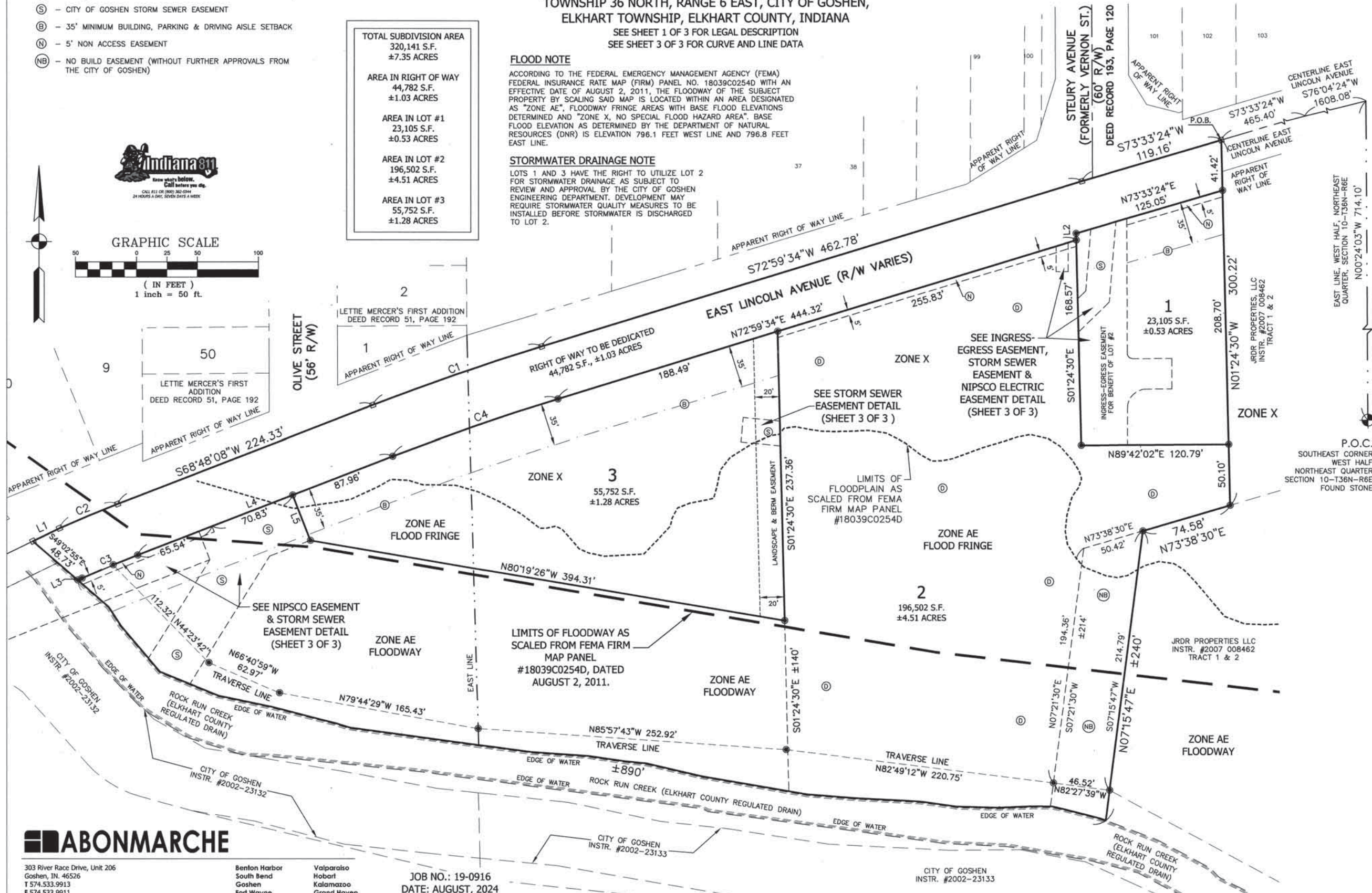
TOTAL SUBDIVISION AREA	320,141 S.F.	±7.35 ACRES
AREA IN RIGHT OF WAY	44,782 S.F.	±1.03 ACRES
AREA IN LOT #1	23,105 S.F.	±0.53 ACRES
AREA IN LOT #2	196,502 S.F.	±4.51 ACRES
AREA IN LOT #3	55,752 S.F.	±1.28 ACRES

## FLOOD NOTE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FEDERAL INSURANCE RATE MAP (FIRM) PANEL NO. 18039C0254D WITH AN EFFECTIVE DATE OF AUGUST 2, 2011, THE FLOODWAY OF THE SUBJECT PROPERTY BY SCALING SAID MAP IS LOCATED WITHIN AN AREA DESIGNATED AS "ZONE AE", FLOODWAY FRINGE AREAS WITH BASE FLOOD ELEVATIONS DETERMINED AND "ZONE X, NO SPECIAL FLOOD HAZARD AREA". BASE FLOOD ELEVATION AS DETERMINED BY THE DEPARTMENT OF NATURAL RESOURCES (DNR) IS ELEVATION 796.1 FEET WEST LINE AND 796.8 FEET EAST LINE.

## STORMWATER DRAINAGE NOTE

LOTS 1 AND 3 HAVE THE RIGHT TO UTILIZE LOT 2 FOR STORMWATER DRAINAGE AS SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF GOSHEN ENGINEERING DEPARTMENT. DEVELOPMENT MAY REQUIRE STORMWATER QUALITY MEASURES TO BE INSTALLED BEFORE STORMWATER IS DISCHARGED TO LOT 2.

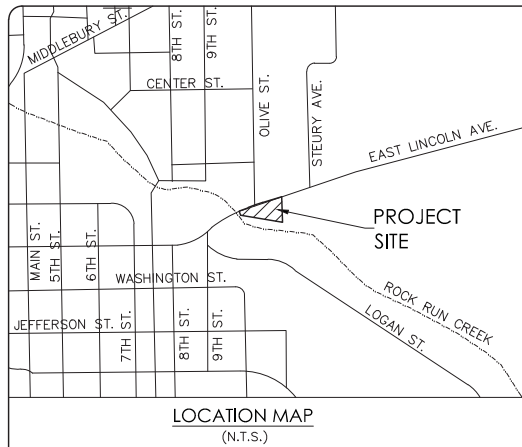


303 River Race Drive, Unit 206  
Goshen, IN. 46526  
T 574.533.9913  
F 574.533.9911  
abonmarcche.com

Benton Harbor  
South Bend  
Goshen  
Fort Wayne  
Lafayette  
Engineering • Architecture • Land Surveying

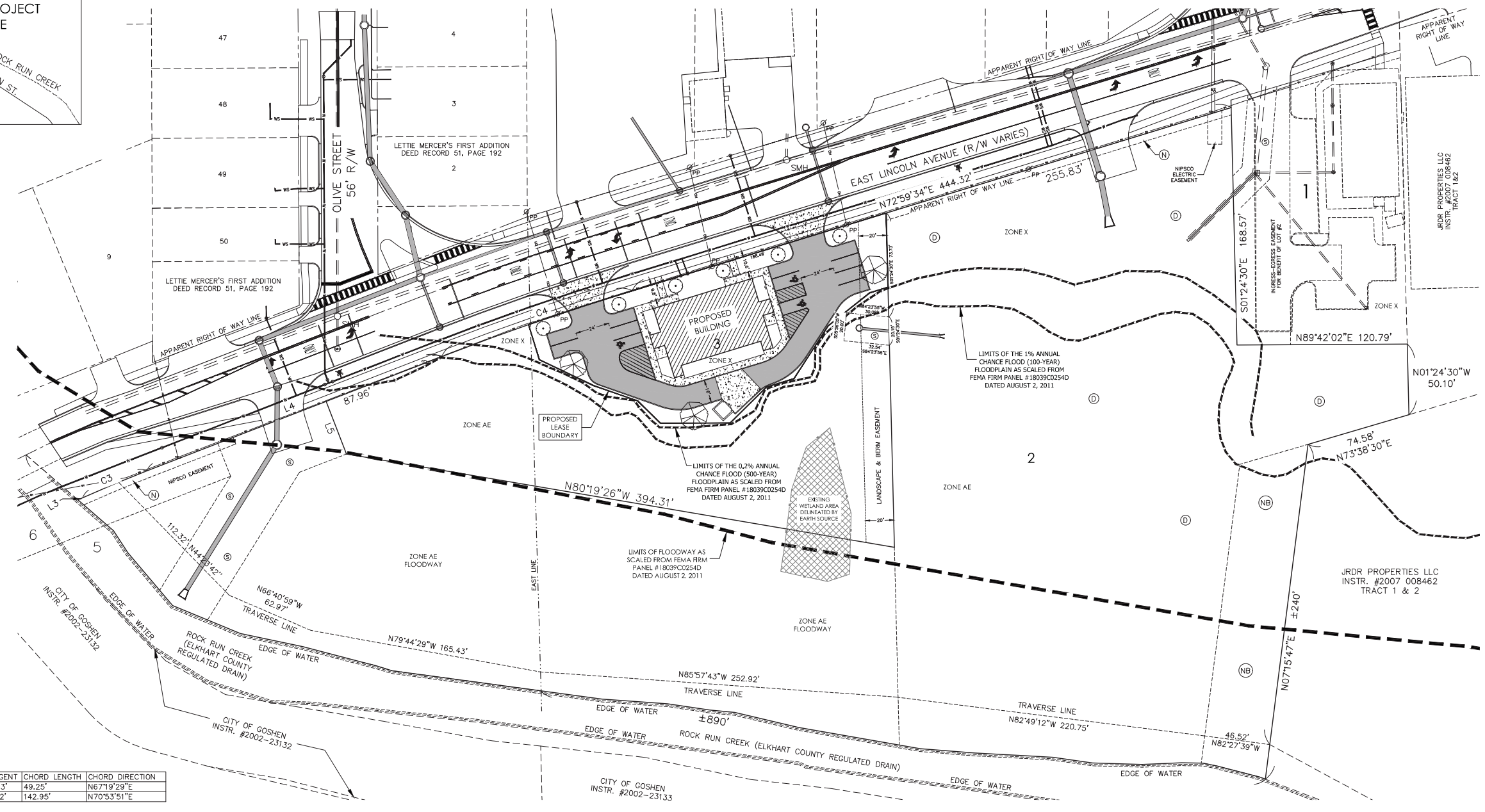
JOB NO.: 19-0916  
DATE: AUGUST, 2024  
SHEET 2 OF 3





# PRELIMINARY SITE PLAN

LOTS 2 & 3 OF LINCOLN AVENUE SUBDIVISION (PLAT BOOK 44, PAGE 5)  
AND A PART OF THE WEST HALF SOUTHWEST QUARTER OF  
SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN,  
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA



**BOUNDARY & LOT LINE DATA**

NUMBER	DIRECTION	DISTANCE
L3	N65°50'49"E	3.81'
L4	N68°48'08"E	224.33'
L5	S21°11'52"E	40.00'

**CURVE DATA**

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD LENGTH	CHORD DIRECTION
C3	955.00'	49.26'	02°57'19"	24.63'	49.25'	N67°19'29"E
C4	1955.00'	142.98'	04°11'26"	71.52'	142.95'	N70°53'51"E

### FLOOD NOTE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FEDERAL INSURANCE RATE MAP (FIRM) PANEL NO. 18039C0254D WITH AN EFFECTIVE DATE OF AUGUST 2, 2011, LOTS 2 AND 3 OF THE LINCOLN AVENUE SUBDIVISION BY SCALING SAID MAP ARE LOCATED WITHIN AREAS DESIGNATED AS FOLLOWS:

**"ZONE X"**  
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (500-YEAR).

**"ZONE AE"**  
SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (100-YEAR) ALSO KNOWN AS THE BASE FLOOD. IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR WITH BASE FLOOD ELEVATIONS DETERMINED AS SHOWN BY SCALING SAID MAP.

**FLOODWAY AREAS IN "ZONE AE"**  
THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS AS SHOWN BY SCALING SAID MAP.

### LEGAL DESCRIPTION

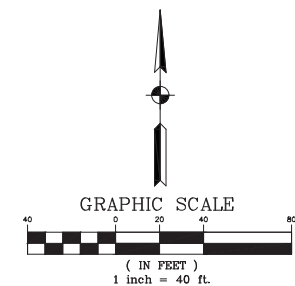
LOT NUMBER TWO (2) & LOT NUMBER THREE (3) AS THE SAID LOTS ARE KNOWN AND DESIGNATED ON THE PLAT OF LINCOLN AVENUE SUBDIVISION; SAID PLAT BEING RECORDED IN PLAT BOOK 44, PAGE 5 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

### NOTES

- LOT 2 IS CURRENTLY ZONED "R-1", "M-2" & "M-1" TO BE REZONED TO "M-1".
- LOT 3 IS CURRENTLY ZONE "R-1" TO BE REZONED TO "R-3".
- PROPOSED ROADWAY IMPROVEMENTS TO LINCOLN AVENUE ARE SHOWN AND REFERENCED FROM CONSTRUCTION PLANS ON FILE WITH THE CITY OF GOSHEN ENGINEERING DEPARTMENT. CONSTRUCTION IS ANTICIPATED TO COMMENCE IN 2025.

### LEGEND

- PROPOSED SMALL TREES
- PROPOSED LARGE TREES
- LOT 2 RESERVED FOR STORM WATER DRAINAGE RETENTION/DETENTION
- CITY OF GOSHEN STORM SEWER EASEMENT
- 5' NON ACCESS EASEMENT
- NO BUILD EASEMENT (WITHOUT FURTHER APPROVALS FROM THE CITY OF GOSHEN)



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**LACASA**  
**MULTI-FAMILY PROJECT**  
EAST LINCOLN AVENUE, GOSHEN, INDIANA

**PRELIMINARY SITE PLAN**

SHEET TITLE:  
DRAWN BY: **TRM/MBM**  
DESIGNED BY:  
PM REVIEW: **BEM**  
QA/QC REVIEW: **CMWE**  
DATE: **01-02-2025**  
SEAL:

SIGNATURE:  
DATE:  
SCALE: **1" = 40'**  
ACT JOB # **24-1999**  
SHEET NO. **1 OF 1**

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 24<sup>th</sup> day of February, 2025.

COMMON COUNCIL OF THE CITY OF  
GOSHEN, INDIANA

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Presiding Officer

ATTEST:

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Clerk-Treasurer



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

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Clerk-Treasurer

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

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Mayor

**RESOLUTION 2025-04**

Fiscal Plan for the New South Fire Station Annexation

WHEREAS, the Goshen Common Council proposes to annex to the City of Goshen the real estate generally located at 17120 County Road 40, Goshen, Indiana. This area is identified as the New South Fire Station Annexation Area; and

WHEREAS, pursuant to I.C. § 36-4-3-3.1 and I.C. § 36-4-3-13, the City has developed a written fiscal plan establishing a definite policy to provide City services to the New South Fire Station Annexation Area.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves and adopts the Fiscal Plan for the New South Fire Station Annexation Area attached to and made part of this resolution.

PASSED by the Goshen Common Council on February 24, 2025.

\_\_\_\_\_  
Gina M. Leichty, Presiding Officer

ATTEST:

\_\_\_\_\_  
Richard Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2025, at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Gina M. Leichty, Mayor

## **Fiscal Plan for the New South Fire Station Annexation Area**

### Introduction

This fiscal plan is for the proposed annexation to the City of Goshen of real estate generally located at 17120 County Road 40, Goshen, Indiana. This area is identified as the “New South Fire Station Annexation Area” or “Annexation Area.” In accordance with I.C. § 36-4-3-13(d), the fiscal plan documents the cost estimates of the municipal services to be furnished to the Annexation Area, the method(s) of financing the services, the plan for the organization and extension of services, including the date the services will begin, the estimated effect of the proposed annexation will have on taxpayers and municipal finances, and a list of all parcels in the Annexation Area.

The Annexation Area consist of a single parcel that is owned by the City of Goshen. The Goshen Common Council adopted a Resolution, Resolution 2025-01, on January 27, 2025 to serve as its petition or request for annexation pursuant to Indiana Code § 36-4-3-5.1. The effective date of the annexation of the subject real estate will be at least thirty (30) days after the adoption of the annexation ordinance, the publication of all required notices, and upon the filing and recording of the ordinance pursuant to I.C. § 36-4-3-22(a), but not before April 28, 2025.

### Annexation Area

#### **Location, Description, Size, and Contiguity**

The proposed Annexation Area is generally located at 17120 County Road 40, Goshen, Indiana. This area is more particularly described in Exhibit A and depicted on the map attached as Exhibit B.

The Annexation Area is approximately eight (8) acres in size, and consists of a single parcel, Parcel No. 20-11-35-200-019.000-014. The Annexation Area also includes the public highway and rights-of-way of the public highway that are contiguous to the real estate described in Exhibit A and depicted in Exhibit B to the extent required by I.C. § 36-4-3-2.5.

In order for the Annexation Area to be considered contiguous to the corporate boundaries of the City of Goshen, at least one-eighth (1/8) or 12.5% of the aggregate external boundaries of the Annexation Area must coincide with the current boundaries of the City.

Approximately 35.6% of the aggregate external boundaries of the Annexation Area are contiguous with the corporate boundaries of the City of Goshen.

#### **Land Use and Demographics**

The Annexation Area consists of mostly undeveloped agricultural real estate with no population. The Annexation Area contains three (3) farm buildings and/or sheds, which

represent the only current development on the subject real estate. The subject real estate is planned to be developed for the City of Goshen's New South Fire Station.

The subject real estate of the Annexation Area is currently under the planning and zoning jurisdiction of Elkhart County, and the area is currently zoned A-1 Agricultural. Upon annexation into the City, the Annexation Area will be equivalently zoned as A-1 Agricultural District.

### **Assessed Valuation**

The current assessed valuation of all real estate in the Annexation Area (as of 2025 for taxes payable 2026) is \$45,700. As the City currently owns the real estate, and will continue to own the Real Estate for the development, use, and operations of the New South Fire Station, there will be no increase in the City's assessed valuation that would result in additional property tax revenues as a result of the annexation.

### **Tax Rates and Estimated Tax Bill**

As the subject real estate in the Annexation Area is owned by the City of Goshen and the City of Goshen will retain ownership of the subject real estate for the development, use, and operations of the New South Fire Station, the annexation will not result in any changes in tax bills upon annexation.

### **Tax Abatements**

There are no property tax abatements adopted under I.C. § 36-4-3-8.5 for the Annexation Area.

### **Council District**

The Annexation Area will be assigned to Goshen City Council District 5.

### Municipal Services

The following information includes the municipal services that are provided to the Annexation Area. The section also includes the cost estimates of the municipal services to be furnished, the method(s) of financing the services, and the plan for the organization and extension of services, including the date the services will begin.

The City already provides municipal services to the Annexation Area in the same manner and scope as those services are provided to other areas of the City as the Annexation Area is City-owned real estate. As such, both services of a capital improvement nature and a noncapital improvement nature normally provided by the City are already provided to the Annexation Area.

## **Street Improvements and Maintenance**

The City is already providing maintenance to the streets serving the Annexation Area, therefore, there will be no cost to the City for any street improvements or maintenance as a result of this annexation.

Estimated Capital Cost:	\$0
Estimated Annual Maintenance Cost:	\$0

## **Water Facilities and Sewer Facilities**

The construction of public water mains and public sewer mains to serve the Annexation Area are included in the construction of the New South Fire Station. As such, said costs exist independently of the annexation and are not accrued as a result of the annexation.

The Water and Sewer Department has assumed and will continue to assume the cost of maintenance of all dedicated public water mains and public sewer mains and related facilities, including maintenance of public fire hydrants. Any maintenance that may be required will be paid from the water and sewer revenues generated from user fees.

Estimated Capital Cost:	\$0
Estimated Annual Maintenance Cost:	\$0

## **Stormwater Drainage**

Stormwater drainage facilities to be constructed as a result of the construction of the New South Fire Station on the subject real estate exist independently of the annexation; as such, the costs related to such construction are not accrued as a result of the annexation.

The Stormwater Management Department oversees and enforces the City's stormwater ordinances to ensure that stormwater drainage complies with local, state, and federal laws. These services are paid from the stormwater revenues generated from the county-wide stormwater assessment.

Estimated Capital Cost:	\$0
Estimated Annual Maintenance Cost:	\$0

## **Police Services**

The Elkhart County Sheriff's Department currently provides police services to the Annexation Area. However, due to the proximity of the Annexation Area to existing corporate boundaries, as well as the fact that the Annexation Area consists entirely of property owner by the City of Goshen, the Goshen Police Department is able to immediately provide police services to the Annexation Area.

The primary mission of the Goshen Police Department is to improve the quality of life in the City of Goshen. By working with the community, the department can maintain the peace, provide safety and security for Goshen citizens, reduce the fear of crimes, and solve problems. Patrols, traffic enforcement, detection and apprehension of offenders, preservation of public peace and civil order, and emergency responses are part of the services offered by the department. Generally, the personnel of the Police Department consist of 64 sworn officers, and 12 full-time and 2 part-time civilian employees. The department's operations are overseen by a chief, assistant chief, patrol division chief, and investigation division chief. The department also utilizes unpaid reserve officers for special activities. Calls for service are dispatched by the Elkhart County Dispatch Center. Police service and response times to the Annexation Area can be expected to be comparable and consistent with those services provided in other areas of the City. The costs of police services are paid from the City's general fund or public safety local option income tax fund. Certain capital expenses may be paid from the cumulative capital development fund, or the cumulative building, remodeling, firefighting and police radio equipment fund.

The City does not anticipate any significant need for additional personnel and equipment or an increase in annual operating costs to provide police services to the Annexation Area. Specifically, as the Annexation Area is City owned and will be used for the New South Fire Station, the annexation of the subject real estate will not result in any capital costs or increase in any annual operating costs.

Estimated Capital Cost:	\$0
Estimated Annual Operating Cost:	\$0

### **Fire and Ambulance Services**

The Goshen Fire Department currently provides fire and ambulance services to the Annexation Area on behalf of Elkhart Township.

Fire protection, suppression, inspection, and prevention services, as well as emergency rescue, paramedic ambulance services, and public education are part of the services offered by the department. Generally, the personnel of the Fire Department consist of 62 sworn firefighters of which there are 38 paramedics and 23 emergency medical technicians. There are also 3 full-time civilian employees. The department's operations are overseen by a chief, assistant chief of administration/operations, assistant chief of EMS, assistant chief of training, and a chief fire inspector. There are 19 sworn firefighters on each shift, including a battalion chief. The department currently has five locations located throughout the City, and equipment consists of five engines, two tankers, two quints, one tower ladders, four ambulances, two grass rigs, one technical rescue truck, and three boats and trailers. Calls for service are dispatched by the Elkhart County Dispatch Center. The services and response times to the Annexation Area can be expected to be comparable and consistent with those services provided in other areas of the City. The costs for fire and ambulance services are paid from the City's general fund and from ambulance user fees. Certain capital expenses

may be paid from the cumulative capital development fund, or the cumulative building, remodeling, firefighting and police radio equipment fund.

Given than fire and ambulance services are already provided to the Annexation Area, there will be no additional costs to the City to provide fire and ambulance services to the Annexation Area.

Estimated Capital Cost:	\$0
Estimated Annual Operating Cost:	\$0

### **Solid Waste Collection and Disposal Services**

Since the Annexation Area is currently non-residential in nature, and is City owned, there will be no additional cost to provide solid waste collection and disposal services to the Annexation Area.

Estimated Capital Cost:	\$0
Estimated Annual Operating Cost:	\$0

### **Parks and Recreation**

All residents have access to various Citypark facilities, such as the swimming pool, bicycle/pedestrian trails, baseball diamonds, volleyball courts, pavilions and picnic facilities. The Parks and Recreation Department also provides several other recreational programs and activities throughout the year, many of which are offered for a fee. Some programs, such as day camp and pool admission charge non-residents a slightly higher fee than residents. The costs for parks and recreations services are paid from the City's parks and recreation fund and from user fees. Since the Annexation Area is currently non-residential and will be utilized for the New South Fire Station, there will be no additional capital cost or operating cost to provide parks and recreation services to the Annexation Area.

Estimated Capital Cost:	\$0
Estimated Annual Operating Cost:	\$0

### **Administrative Services**

All governmental administrative services from the various City departments and offices, to the extent not already available, will be available to the Annexation Area upon the effective date of annexation and will be comparable and consistent with these services provided to other areas of the City. Such services include, but are not limited to, the Mayor's Office, Clerk-Treasurer's Office, Building Department, Planning and Zoning Department, Engineering Department, Stormwater Management Department, and Code Enforcement. The City does not anticipate that this annexation will result in a demand for administrative services that cannot be met with existing staffing of the City departments and offices. Depending on the service utilized, the costs for administrative services will be paid from the

City's general fund, local option income taxes, cumulative funds, user fees, and other funds as appropriate.

Estimated Capital Cost:	\$0
Estimated Annual Operating Cost:	\$0

### FISCAL IMPACT

Revenues to the City of Goshen change directly because of changes in the assessed valuation that result from the annexation, or indirectly because the distribution methods used for particular revenues that consider factors such as share of levy, population, or road mileage. The change in the City's property tax revenues or levy will affect the distribution of local option income taxes.

It is assumed that the effective of this annexation will be at least thirty (30) days after the adoption of the annexation ordinance, the publication of all required notices, and upon the filing and recording of the ordinance pursuant to I.C. § 36-4-3-22(a), but not before April 27, 2025.

The principal source of revenue for the City is through local property taxes. Property tax revenues collected in the current year are based on the assessment of the real estate as of the assessment date of the previous year. However, as the Annexation Area consists of real estate entirely owned by the City of Goshen, there will be no property taxes paid to the City of Goshen as a result of the annexation.

As the Annexation Area consists of real estate entirely owned by the City of Goshen, municipal services of a non-capital nature are generally already being provided to the Annexation Area, and any municipal services of a capital nature are also already being provided. It is anticipated, due to the fact that the City owns the subject real estate and is using the Annexation Area for the New South Fire Station, there will be no additional costs to the City attributable to this annexation. Similarly, it is anticipated that the estimated impacts on other taxing units will be negligible.

### SUMMARY AND CONCLUSION

As the Annexation Area consists of real estate entirely owned by the City of Goshen that is generally already receiving City services, the annexation will cause no substantive impact on the City's expenditures or revenues. In conclusion, essential municipal services are available to the Annexation Area, and the City of Goshen is physically and financially able to provide those municipal services to the Annexation Area. The annexation of this area is a logical extension of the City's corporate boundaries, and this area is needed and will be used for the New South Fire Station, which will increase City services for the continued development and managed growth of the City of Goshen.



## **Exhibit A – Legal Description**

A part of the north east quarter (NE ¼) of section thirty-five (35), Township thirty-six (36) North, Range six (6) East, Elkhart County, Indiana more particularly described as follows:

Commencing at an iron stake in the center line of County Road Number 40 said iron stake being set in concrete and marking the north east (NE) corner of the north east quarter (NE ¼) of section thirty-five (35) Township thirty-six (36) North, Range six (6) East, Elkhart County, Indiana; thence due west along the north line of the north east quarter of section thirty five and along the center line of County Road Number 40, sixteen and five tenths (16.5) feet to the place of beginning of this description; thence south zero (0) degrees one (1) minute east, one-thousand one hundred seventy-six and two tenths (1176.2) feet; thence due west, two hundred forty-seven and five tenths (247.5) feet; thence north zero (0) degrees one (1) minute east, one hundred sixty-five (165) feet; thence due west, two thousand three hundred sixty-five and fifty-eight hundredths (2365.58) feet; thence north zero (0) degrees one (1) minute east, one thousand eleven and two tenths (1011.2) feet; thence due east, three hundred thirty (330) feet; thence north zero (0) degrees one (1) minute east, one hundred thirty (130) feet; thence due east, one thousand five hundred thirty-six (1536) feet; thence north zero (0) degrees one (1) minute east, two hundred (200) feet to a PK nail in the center line of County Road Number 40 and a point on the north line of the north east quarter of section thirty-five; thence east along the center line of County Road Number 40, seven hundred forty-six and thirty one-hundredths (746.31) feet to the place of beginning of this description.

LESS AND EXCEPTING:

A part of the Northeast Quarter (NE ¼) of Section Thirty-five (35), Township Thirty-six (36) North, Range Six (6) East, Elkhart Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument marking the northeast corner of the Northeast ¼ of said Section 35; thence South 89 degrees 56 minutes 24 seconds West (assumed bearing) along the north line of said Northeast ¼, a distance of 16.50 feet; thence South 00 degrees 03 minutes 00 seconds East along the west line of land owned by the City of Goshen (Instrument #98-013936), a distance of 362.51 feet to a rebar with cap marked Brads-Ko 0041 and the beginning of this description; thence

- 1) Continuing South 00 degrees 03 minutes 00 seconds East along said City of Goshen property, a distance of 799.07 feet to the northeast corner of said City land; thence
- 2) South 89 degrees 52 minutes 27 seconds West along the north line of said City land, a distance of 247.50 feet to a ¾ inch rebar; thence
- 3) South 00 degrees 03 minutes 00 seconds East parallel with the east line of said Northeast ¼, a distance of 165.00 feet to a rebar with cap marked Brads-Ko S0484 in the south line of the North ½ of said Northeast ¼; thence
- 4) South 89 degrees 52 minutes 27 seconds West along said south line, a distance of 2,358.51 feet to a rebar with cap marked Brads-Ko 0041 in the west line of said Northeast ¼; thence
- 5) North 00 degrees 01 minute 03 seconds West along said west line, a distance of 999.59

feet to the southwest corner of land owned by Stephen E. and Virginia M. Ciesielski (Instrument #89-022529); thence

6) North 89 degrees 56 minutes 24 seconds East along the south line of said Ciesielski land and its easterly extension and parallel with the north line of said Northeast  $\frac{1}{4}$ , a distance of 331.60 feet to a rebar with cap marked Brads-Ko 0041 at the southeast corner of land owned by Phillip C. and April Nusbaum (Instrument #2001-24997); thence

7) North 00 degrees 17 minutes 24 seconds West along the east line of said Nusbaum land, a distance of 130.01 feet to the southwest corner of land owned by Donald E. and Elizabeth I. Thompson (Deed Record 268, Page 693); thence

8) North 89 degrees 56 minutes 24 seconds East parallel with the north line of said Northeast  $\frac{1}{4}$  and along the south line of said Thompson land and its easterly extension, a distance of 1,386.00 feet to the southeast corner of land owned by Max and Marilyn Joy Fiantt (Deed Record 259, Page 578); thence

9) South 00 degrees 17 minutes 24 seconds East along the southerly extension of the east line of said Fiantt land, a distance of 162.51 feet to a rebar with cap marked Brads-Ko 0041; thence

10) North 89 degrees 56 minutes 24 seconds East parallel with the north line of said Northeast  $\frac{1}{4}$ , a distance of 894.06 feet to the beginning.

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

Being tax code number 20-11-35-200-019.000-014.

**Exhibit B – Map**



**ORDINANCE NO. 5216**

**County Road 40 Annexation**

Whereas, pursuant to Resolution 2025-01, a Resolution of the Common Council of the City of Goshen, and Indiana Code § 36-4-3-5.1, one hundred percent (100%) of the landowners of the real estate described in this ordinance have petitioned the Goshen Common Council to adopt an ordinance to annex the real estate as described in the legal description attached to this ordinance as Exhibit A and identified on the map attached to this ordinance as Exhibit B, hereinafter referred to as the “Annexation Area.”

Whereas, at least one-eighth (1/8) of the aggregate external boundaries of the Annexation Area are contiguous with the corporate limits of the City of Goshen.

Whereas, the Annexation Area is municipally owned, is or will be zoned A-1, and will be used for the construction and operation of the New South Fire Station, a critical public safety facility to the City of Goshen and its residents.

Whereas, a written fiscal plan and policy has been developed for the Annexation Area and adopted by resolution of the Goshen Common Council.

Whereas, the Annexation Area is a logical extension of the City’s corporate boundaries and the area is needed and can be used for the continued development and managed growth of the City of Goshen.

Whereas, pursuant to notice given, the Goshen Common Council conducted a public hearing in which all interested parties were given the opportunity to testify on the proposed annexation.

Now, Therefore, Be It Ordained by the Goshen Common Council that:

**SECTION 1. Annexation Area Described; Acreage.**

(A) The real estate consists of a single parcel of approximately eight (8) acres, owned by the City of Goshen, Indiana, located at 17120 County Road 40, more

particularly described in the Legal Description attached to this Ordinance as Exhibit A and identified on the map attached to this Ordinance as Exhibit B. The real estate described in Exhibit A and depicted in Exhibit B shall hereinafter be referred to as the “Annexation Area.”

(B) The Annexation Area also includes any public highway and rights-of-way of the public highway that are contiguous to the Annexation Area to the extent required by Indiana Code § 36-4-3-2.5. said public highways include approximately Seven Hundred Forty-four (744) feet of County Road 40.

(C) The total acreage of the Annexation Area is approximately 8.14 acres, more or less.

**SECTION 2. Zoning.**

(A) The Annexation Area will be zoned as A-1 Agricultural District upon the effective date of annexation into the City of Goshen.

**SECTION 3. Council District.**

(A) The Annexation Area is assigned to Goshen City Council District Five (5).

**SECTION 4. Effective Date.**

(A) The effective date of the annexation of the real estate identified as the Annexation Area shall be at least thirty (30) days after the adoption of the annexation ordinance and publication of notice, and upon the filing and recording of the ordinance pursuant to Indiana Code § 36-4-3-22(a), but in no event before April 24, 2025.

**SECTION 5. Filing and Recording of Ordinance.**

(A) This ordinance shall be filed with the Auditor of Elkhart County, the Circuit Court Clerk of Elkhart County, the Board of Registration of Elkhart County, the Office of the Secretary of State, and the Office of Census Data established by Indiana Code

§ 2-5-1.1-12, and recorded in the Office of the Elkhart County Recorder pursuant to Indiana Code § 36-4-3-22.

[Continued on next page.]

### **Exhibit A – Legal Description**

A part of the north east quarter (NE  $\frac{1}{4}$ ) of section thirty-five (35), Township thirty-six (36) North, Range six (6) East, Elkhart County, Indiana more particularly described as follows:

Commencing at an iron stake in the center line of County Road Number 40 said iron stake being set in concrete and marking the north east (NE) corner of the north east quarter (NE  $\frac{1}{4}$ ) of section thirty-five (35) Township thirty-six (36) North, Range six (6) East, Elkhart County, Indiana; thence due west along the north line of the north east quarter of section thirty five and along the center line of County Road Number 40, sixteen and five tenths (16.5) feet to the place of beginning of this description; thence south zero (0) degrees one (1) minute east, one-thousand one hundred seventy-six and two tenths (1176.2) feet; thence due west, two hundred forty-seven and five tenths (247.5) feet; thence north zero (0) degrees one (1) minute east, one hundred sixty-five (165) feet; thence due west, two thousand three hundred sixty-five and fifty-eight hundredths (2365.58) feet; thence north zero (0) degrees one (1) minute east, one thousand eleven and two tenths (1011.2) feet; thence due east, three hundred thirty (330) feet; thence north zero (0) degrees one (1) minute east, one hundred thirty (130) feet; thence due east, one thousand five hundred thirty-six (1536) feet; thence north zero (0) degrees one (1) minute east, two hundred (200) feet to a PK nail in the center line of County Road Number 40 and a point on the north line of the north east quarter of section thirty-five; thence east along the center line of County Road Number 40, seven hundred forty-six and thirty one-hundredths (746.31) feet to the place of beginning of this description.

LESS AND EXCEPTING:

A part of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Thirty-five (35), Township Thirty-six (36) North, Range Six (6) East, Elkhart Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument marking the northeast corner of the Northeast  $\frac{1}{4}$  of said Section 35; thence South 89 degrees 56 minutes 24 seconds West (assumed bearing) along the north line of said Northeast  $\frac{1}{4}$ , a distance of 16.50 feet; thence South 00 degrees 03 minutes 00 seconds East along the west line of land owned by the City of Goshen (Instrument #98-013936), a distance of 362.51 feet to a rebar with cap marked Brads-Ko 0041 and the beginning of this description; thence

- 1) Continuing South 00 degrees 03 minutes 00 seconds East along said City of Goshen property, a distance of 799.07 feet to the northeast corner of said City land; thence
- 2) South 89 degrees 52 minutes 27 seconds West along the north line of said City land, a distance of 247.50 feet to a  $\frac{3}{4}$  inch rebar; thence

3) South 00 degrees 03 minutes 00 seconds East parallel with the east line of said Northeast  $\frac{1}{4}$ , a distance of 165.00 feet to a rebar with cap marked Brads-Ko S0484 in the south line of the North  $\frac{1}{2}$  of said Northeast  $\frac{1}{4}$ ; thence

4) South 89 degrees 52 minutes 27 seconds West along said south line, a distance of 2,358.51 feet to a rebar with cap marked Brads-Ko 0041 in the west line of said Northeast  $\frac{1}{4}$ ; thence

5) North 00 degrees 01 minute 03 seconds West along said west line, a distance of 999.59 feet to the southwest corner of land owned by Stephen E. and Virginia M. Ciesielski (Instrument #89-022529); thence

6) North 89 degrees 56 minutes 24 seconds East along the south line of said Ciesielski land and its easterly extension and parallel with the north line of said Northeast  $\frac{1}{4}$ , a distance of 331.60 feet to a rebar with cap marked Brads-Ko 0041 at the southeast corner of land owned by Phillip C. and April Nusbaum (Instrument #2001-24997); thence

7) North 00 degrees 17 minutes 24 seconds West along the east line of said Nusbaum land, a distance of 130.01 feet to the southwest corner of land owned by Donald E. and Elizabeth I. Thompson (Deed Record 268, Page 693); thence

8) North 89 degrees 56 minutes 24 seconds East parallel with the north line of said Northeast  $\frac{1}{4}$  and along the south line of said Thompson land and its easterly extension, a distance of 1,386.00 feet to the southeast corner of land owned by Max and Marilyn Joy Fiantt (Deed Record 259, Page 578); thence

9) South 00 degrees 17 minutes 24 seconds East along the southerly extension of the east line of said Fiantt land, a distance of 162.51 feet to a rebar with cap marked Brads-Ko 0041; thence

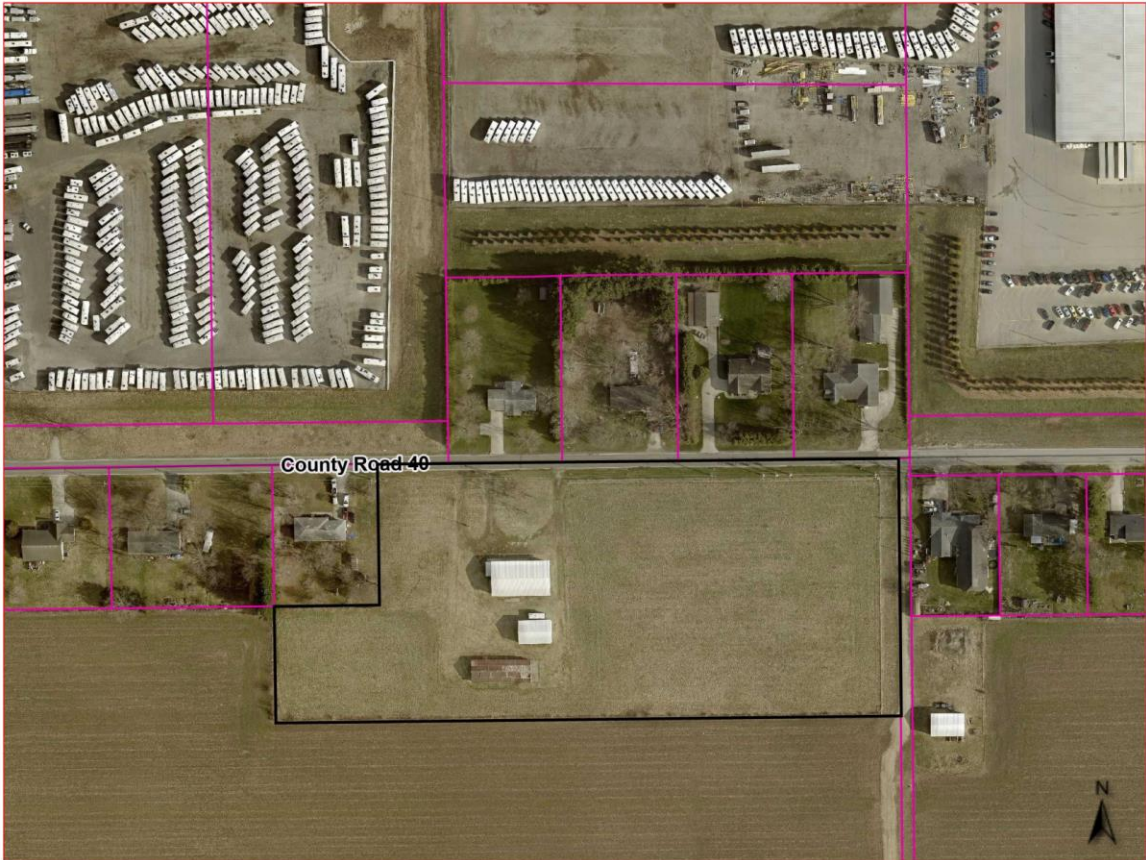
10) North 89 degrees 56 minutes 24 seconds East parallel with the north line of said Northeast  $\frac{1}{4}$ , a distance of 894.06 feet to the beginning.

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

Being tax code number 20-11-35-200-019.000-014.



**Exhibit B – Map**



PASSED by the Goshen Common Council on \_\_\_\_\_, 2025.

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

ATTESTED:

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2025  
at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
Richard. R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Gina M. Leichty, Mayor

This ordinance prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528.

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 (Donald R. Shuler).